

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 **Tuesday, September 8, 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>.

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1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **PRESENTATIONS AND RECOGNITIONS**
 - (a) Proclaim the month of September as "Cancer Awareness Month" in Missouri City, Texas.
(Proposed presenter: Mayor Pro Tem Chris Preston)
 - (b) Proclaim the month of September as "National Preparedness Month" in Missouri City, Texas.
(Proposed presenter: Emergency Management Coordinator Trameka Jewett)
 4. **PUBLIC COMMENTS**

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

5. STAFF REPORTS

6. CONSENT AGENDA

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

- (a) Consider approving the minutes of the special and regular City Council meetings of August 17, 2020. *(Proposed presenter: City Secretary Maria Jackson)*
- (b) Consider an ordinance amending Chapter 62, Municipal Court, of the Missouri City Code; providing duties for the presiding judge; and consider the ordinance on the second and final reading. *(Proposed presenter: City Attorney E. Joyce Iyamu)*
- (c) Consider authorizing the City Manager to approve a contract for city-wide fire protection equipment services. *(Proposed presenter: Director of Public Works Shashi Kumar)*
- (d) Consider authorizing an interlocal agreement with the North Central Texas Council of Governments for cooperative purchasing. *(Proposed presenter: Purchasing/Risk Manager Shannon Pleasant)*

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request for a specific use permit authorizing the use of an approximate 20-acre tract of land zoned as SD suburban district to provide for the development of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; and consider a related ordinance on the first of two readings. The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of FBISD Elkins High School and east of Creekstone Village at Riverstone residential subdivision. *(Proposed presenter: Planning Manager Jennifer Thomas Gomez)*

(b) Public Hearings and related actions

- (1) Public hearing to receive comments for or against the extension of the City of Missouri City, Texas Reinvestment Zone Number Two (TIRZ 2) to 2049; and consider a related ordinance on the first of two readings. *(Proposed presenter: Director of Economic Development Joe Esch)*
- (2) Public hearing to receive comments for or against an amendment to the City of Missouri City, Texas Reinvestment Zone Number Two (TIRZ 2) Project and Financing Plan; and consider a related ordinance on the first of two readings. *(Proposed presenter: Director of Economic Development Joe Esch)*

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

9. AUTHORIZATIONS

- (a) Consider authorizing the purchase of four new police vehicles. *(Proposed presenter: Police Captain Paul Poulton and Fleet Superintendent Mike Tubbs)*
- (b) Consider authorizing the replacement of two totaled patrol vehicles. *(Proposed presenter: Fleet Superintendent Mike Tubbs)*

- (c) Consider authorizing the execution of an amendment to the participation agreement with Fort Bend County for City of Missouri City, Texas Reinvestment Zone Number Two (TIRZ 2). *(Proposed presenter: Director of Economic Development Joe Esch)*
- (d) Consider authorizing the acceptance of a deed conveying certain land for the construction, maintenance and operation of Fire Station No. 6 from Palmetto/WIHA FB107, LP, a Texas limited partnership, pursuant to the grantor's development agreement with the City. *(Proposed presenter: Assistant City Attorney Joseph Quintal and Director of Public Works Shashi Kumar)*
- (e) Consider authorizing the city manager to execute the CARES Act Interlocal Agreement with Harris County. *(Proposed presenter: Fire Chief Eugene Campbell)*
- (f) Consider authorizing the city manager to negotiate and execute an agreement for grant program services. *(Proposed presenter: Assistant City Manager Bill Atkinson and Director of Financial Services Allena Portis)*

10. ORDINANCES

- (a) Consider an ordinance amending the City of Missouri City Personnel Policy; amending drug testing policies for certain employees; and consider the ordinance on the first of two readings. *(Proposed presenter: Director of Human Resources and Organizational Development Martin Russell)*
- (b) Consider an ordinance authorizing the crediting of updated service credits in the Texas Municipal Retirement System for certain City of Missouri City employees; providing for increased annuities for certain City of Missouri City retirees and beneficiaries of deceased retirees; and consider the ordinance on the first of two readings. *(Proposed presenter: Director of Financial Services Allena Portis)*

11. RESOLUTIONS

- (a) Consider a resolution granting consent to Brazoria-Fort Bend Counties Municipal Utility District No. 3 to annex approximately 96.11 acres of land situated, in part, within the extraterritorial jurisdiction of the City of Missouri City. *(Proposed presenters: City Attorney E. Joyce Iyamu)*
- (b) Consider a resolution amending the City's Financial Policy by adding an interfund loan policy. *(Proposed presenter: Director of Financial Services Allena Portis)*
- (c) Consider a resolution authorizing the city manager to execute a contract with Valley View Consulting for investment advisory services. *(Proposed presenter: Director of Financial Services Allena Portis)*

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.

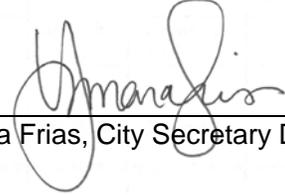
15. ADJOURN

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 September 8, 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 September 3, 2020, at 4:00 p.m.



Yomara Frias, City Secretary Department



**Council Agenda Item
September 8, 2020**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Proclaim the month of September as "Cancer Awareness Month" in the City of Missouri City, Texas. *(Proposed presenter: Mayor Pro Tem Chris Preston)*

- (b) Proclaim the month of September as "National Preparedness Month" in the City of Missouri City, Texas. *(Proposed presenter: Emergency Management Coordinator Trameka Jewett)*

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

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CITY COUNCIL SPECIAL MEETING MINUTES

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

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; City Manager Jones, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Financial Services Portis, Director of Communications Walker, Director of Human Resources and Organizational Development Russell, Director of Economic Development Esch and Golf Course Manager Stittleburg.

2. DISCUSSION/POSSIBLE ACTION

(a) Presentation of the Proposed Fiscal Year 2021 budget.

Director of Financial Services Portis presented the Proposed Fiscal Year 2021 budget. Councilmember Maroulis noted the City's INS was at 17 last year and the proposal was now a 14; and asked if it was aggressive to drop three cents. Portis stated the INS rate was calculated based on debt service for the year and believes it would be sufficient. Assistant City Manager Atkinson noted staff was working with a financial advisor to see the capacity they would have with respect of the 17cent rate.

Councilmember Boney stated he was concerned about aspects of the budget, in particular the increase of the two positions in the Communications Department. He noted the City of Pearland and Sugar Land both have smaller Communication Departments and have a larger number of residents. He asked why it was a high priority and if management had evaluated current staffing. City Manager Jones stated dealing with COVID has increased the demand upon the Communications Department, as they were not only engaging with neighborhoods and community activities, but at the same time they have to enhance their virtual and social media interactions. Jones stated he has engaged and evaluated the department and holistically has found that the resources of the department have been reduced causing them less ability to answer customer demands as noted in the Community Survey. He added the addition to staff was to meet the residents requests. Boney asked if Jones performed an internal review of all departments and if the Communications Department was the only department in need of an increase in budget and positions. Jones stated that was not what he said and noted the budget enhanced the Public Works and the Economic Development budgets as well.

Mayor Ford asked if the City of Sugar Land contracted communications services such as their website. Director of Communications Walker stated Sugar Land outsourced a number of communication services. Ford noted if they were looking to downsize, an alternative would be to contract out services the team does in-house.

Councilmember Maroulis asked what robust or better customer service would look like by adding two positions to the Communications Department. Jones stated they would have better capability to respond timely to requests made by other departments and citizens. In addition, they would have the ability to develop a better brand and marketing. Councilmember Maroulis asked if the Permits Division should be a higher priority. Maroulis noted that the budget had a line item for residents' education of \$4,000 and asked for specifics. Jones concurred with the need to improve the permitting process and have proposed additional positions in that division. Jones noted the \$4,000 was to pay for additional customer service relations for a survey and internal use to better package and relay incoming information from other departments.

Maroulis asked if they were using resources such as WCA to promote recycling and METRO for education. Director Walker stated the Communications Department does a lot of work internally for marketing for these organizations. Maroulis asked about the Daktronics line item and the amount allocated of \$214,000. Maroulis stated that he does not think that in a COVID environment that they need additional positions.

Councilmember Emery asked where the Communications Department was placed under. Director Portis stated the department was under general government. Emery stated they should be taking a detailed look at departmental operations since it was one of the largest they had. Emery asked that they determine if it was more economical and efficient to do things internally versus externally.

Mayor Pro Tem Preston stated it is important to create a strong branding image for the City. Councilmember Edwards stated that a few of her colleagues made a big deal about the survey results, which stated that communications need to be improved. She noted staff had prepared a proposal on how to rectify and in her opinion, the Communications Department was the most underrated department.

Director Portis explained the \$214,000 was a request made by the Communications Department, but the amount funded was \$38,463. Councilmember Emery asked for an evaluation to know that in fact they were going down the correct road. Mayor Ford agreed and asked how much the City of Sugar Land paid for their website. Walker stated Sugar Land paid about \$60,000, and noted that when Missouri City first entered into the contract with CivicPlus, they paid \$60,000 plus because a lot was outsourced. Walker added that the redesign of the website was far more robust and the cost was \$20,000 as it was done in house thus having a significant saving. Ford noted the department lost several positions. Councilmember Emery asked how many employees were in the Communications Department. Director Walker stated there were nine now and were requesting two additional employees.

Councilmember Sterling recalled that Director Walker stated they could have spent less if they had done a brochure in house. Walker stated she was referring to the BrandEra project.

Councilmember Maroulis asked if there had been any changes to the supplemental list. Director Portis stated the supplemental list has been updated as staff has reduced some supplemental and refined requests. Maroulis asked City Manager Jones how many employees worked in the Communications Department. Jones stated they had eight. Maroulis agrees with customer service and Communications needing help, but does not think they cannot just add people when other divisions such as Street which are understaffed.

Mayor Pro Tem Preston stated Communications is an important part as they get the message out to the community and lets them know what is on the horizon. Councilmember Boney stated he appreciated the advocacy for one department, but felt they need to have the same advocacy for all departments. Boney noted it was not an attack on the work of any individual or department. He wanted to note the amount of

time spent on things not directly tied to citizen engagement as many of the staff members were covering events for Mayor and Council. Mayor Ford asked for examples. Boney stated he saw an employee at an event with the Mayor and was not sure if they were there representing City or as a contractor. He said there have been other events where he has seen City staff covering events that were not directly tied to citizen engagement. Ford clarified the event was in the City and for citizen engagement. Boney asked if they were allowed to call the Communications Department to cover any event they request them to do. Jones stated that what he proposed was not only addition of resources with communications, but for all departmental areas as well. He stated that if City Council called and asked the Communications staff to attend an event to support their district they would do so. Jones noted it comes down to what the level of services Council wishes implemented and that this a policy conversation.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:45 p.m.

(a) Texas Government Code, Section 551.071 – Consultation with attorney to seek or receive legal advice regarding pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:

- (1) Inclusion of City territory in Fort Bend County Emergency Services District No. 7.
- (2) City liability for certain Vicksburg Joint Powers Board activities.

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

(c) Texas Government Code, Section 551.087 – Deliberations regarding commercial or financial information that the governmental body received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations: proposed commercial developments.

4. RECONVENE

At 7:25 p.m., City Council reconvened into open session.

Councilmember Maroulis moved to authorize staff to proceed with a limited purpose annexation of Sienna MUDs 1, 5, 6, and 7 for the purpose of providing fire protection services and not having duplicate services; and, to authorize staff to seek judicial action to establish the legality of the ESD annexation in the City's territory and to prevent the establishment of debt. 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

At 7:27 p.m., City Council recessed the special meeting for the regular meeting.

At 8:26 p.m., City Council reconvened into the special meeting.

At 8:28 p.m., City Council reconvened into closed executive session.

At 9:35 p.m., City Council reconvened into open session. No action was taken.

3. ADJOURN

The special City Council meeting adjourned at 9:35 p.m.

Minutes PASSED AND APPROVED this the 8th day of September 2020.

Maria Jackson, City Secretary

YOLANDA FORD
Mayor

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CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, August 17, 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 7:27 p.m.

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

2. The **PLEDGE OF ALLEGIANCE** was led by Director of Development Services Spriggs.

3. PRESENTATIONS AND RECOGNITIONS

Staff requested the postponement of the recognition of the "400 Years of African American History Commission" for its contributions to honor June 19 through August 25, 2020, as a period of reflection, cultural and public education, earnest assessment, planning, and commitment to end systemic racism and all forms of dehumanization which threaten equality and freedom for all.

4. PUBLIC COMMENTS

Zelda Dashiell, expressed concerns regarding CARES Act funds.

Mayor Ford asked that staff reach out to Ms. Dashiell to provide answers to her questions.

There were no **STAFF REPORTS**.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of August 3, 2020.
- (b) Consider an ordinance amending Chapter 82, Subdivisions, of the Missouri City Code; establishing regulations for the naming of new streets; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider authorizing the execution of a joint elections agreement and contract for elections services with Fort Bend County for the November 3, 2020 general and special elections.
- (d) Consider authorizing the negotiation and execution of a joint elections agreement and contract for elections services with Harris County for the November 3, 2020 general and special elections.

- (e) Consider authorizing an amendment to Appendix L of the City's Community Development Block Grant Housing Rehabilitation Program Guidelines relating to eligibility and prioritization.

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

There were no **Zoning Public Hearings and Ordinances, Public Hearings and related or APPOINTMENTS** on this agenda.

9. AUTHORIZATIONS

- (a) Consider authorizing a proposal on a maximum property tax rate and consider setting the date for the adoption of a property tax rate on a future meeting agenda.

Director of Financial Services Portis presented on the proposed property tax rate. Councilmember Boney asked if the last budget considered the rollback rate. Portis stated the actual rate recommended did not take into the account what they could have included without a vote. Councilmember Emery asked what the recurring expense items were. Portis went through the list of the recurring items and noted the total amount was \$415,548. Councilmember Maroulis asked when was the addition of two full time employees to the Communications Department was decided. Portis stated it was decided and added to the supplemental list within the last week.

Mayor Pro Tem Preston moved to adopt the maximum proposed tax rate of \$0.598035, and the placement of a proposed tax rate of no greater than \$0.598035 on the September 21, 2020, regular meeting agenda at 7:00 p.m. Councilmember Boney. **MOTION PASSED UNANIMOUSLY.**

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

- (b) Consider authorizing the Farmers Market Partners' request to host a weekly farmers market at Sienna Annex (5855 Sienna Spring Way) under the Special Event's Permit Ordinance for a period expiring on November 25, 2023.

Councilmember Emery moved to authorize the Farmers Market Partners' request to host a weekly farmers market at Sienna Annex (5855 Sienna Spring Way) under the Special Event's Permit Ordinance for a period expiring on November 25, 2023. 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

- (c) Consider authorizing the city manager to negotiate and execute an amendment to the construction contract for the Mustang Bayou Wastewater Treatment Plant expansion for Package 2 (balance of plant).

Director of Public Works Kumar presented on the amendment to the construction contract for the Mustang Bayou Wastewater Treatment Plant expansion for Package 2. Councilmember Emery asked where the funding was coming from to accommodate the additional funds. Kumar stated the plant expansion has two other participants, MUD 47 and MUD 48, who would share the cost. Kumar added that in general wastewater impact fees fund the plant.

Mayor Pro Tem Preston moved to authorize the city manager to negotiate and execute an amendment to the construction contract for the Mustang Bayou Wastewater Treatment Plant expansion for Package 2 (balance of plant) in an amount no greater than \$8.825 million. 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

10. ORDINANCES

- (a) Consider an ordinance amending Chapter 62, Municipal Court, of the Missouri City Code; providing duties for the presiding judge; and consider the ordinance on the first of two readings.

Councilmember Maroulis moved to adopt the ordinance. 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

- (b) Consider an ordinance 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; containing certain provisions relating to the subject; and, consider the ordinance on the first and final reading.

Mayor Pro Tem Preston moved to adopt 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

- (c) Consider an ordinance authorizing the enforcement of all traffic regulations that apply to public City streets on the private streets located in Meadowcreek, Section 4; providing a penalty; and consider the ordinance on the first of two readings.

Mayor Ford stated staff requested the agenda item 10b be pulled.

11. RESOLUTIONS

- (a) Consider a resolution adopting certain components of the 2020 Harris County Multi-hazard Mitigation Action Plan; providing for repeal; and providing for severability.

Councilmember Edwards moved to approve the resolution. 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

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Edwards thanked front line staff that has been working hard to keep the City moving and reminded residents to continue to stay safe and practice social distancing.

Councilmember Sterling stated she attended the Back to School Fest with Representative Reynolds which was a huge success. She thanked Mayor Ford, Mayor Pro Tem Preston, and Director of Communications Walker for the virtual Career Fair held last week.

Councilmember Boney stated he was happy to serve as tiebreaker judge at the Missouri City Cake Baking competition that took place at Sugars Restaurant in the City.

13. ADJOURN

The regular City Council meeting adjourned at 8:26 p.m.

Minutes PASSED AND APPROVED this the 8th day of September 2020.

Maria Jackson, City Secretary



CITY COUNCIL MEETING AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 6(b) Municipal Court Judge Ordinance
Submitted by: E. Joyce Iyamu, City Attorney

SYNOPSIS

The City Council authorized staff to prepare an ordinance acceptable to the City's municipal court judges' to provide the presiding judge with specific authority.

BACKGROUND

On March 12, 2019, former City Manager Anthony Snipes, Interim City Manager Bill Atkinson, Municipal Court Division Director Brittany Rychlick and the Legal Division met with Judge Debra Sinclair at her request. Judge Sinclair requested additional consideration of the duties of the presiding judge of the City of Missouri City Municipal Court. The City Council previously discussed the duties of its municipal court judges on May 1, 2017, January 28, 2019, February 18, 2019, March 18, 2019, April 1, 2019, and April 15, 2019. Draft language was provided to the City Council on July 6, 2020. City Councilmembers did not provide additional comments at that time. The first reading of the ordinance was presented on July 20, 2020, at which time members of the City Council requested input from the judges. The judges were contacted by email on July 20, 2020, and were asked to provide comments by Monday, July 27, 2020. The judges' comments and preferred language on the proposed Council ordinance were provided to the Council and the judges provided oral comments to the Council on August 3, 2020.

The proposed ordinance provides the following:

- Continues the three panels of the municipal court; and
- Prescribes duties for the presiding judge, including the duty to prescribe standing orders.

BUDGET ANALYSIS

Funds are not being requested at this time.

SUPPORTING MATERIALS

1. Ordinance
2. Document showing the changes between the proposed draft and the existing ordinance

STAFF'S RECOMMENDATION

ACTION IS DISCRETIONARY: This matter is fully within the discretion of the City Council.

Director Approval: E. Joyce Iyamu, City Attorney

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 62, MUNICIPAL COURT, OF THE MISSOURI CITY CODE; AMENDING PROVISIONS PROVIDING FOR THE CONDUCT AND OPERATIONS OF THE MUNICIPAL COURT; PROVIDING DUTIES FOR THE PRESIDING JUDGE; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, pursuant to Section 4.03 of the Charter of the City of Missouri City (the "Charter"), a municipal court for the trial of misdemeanor offenses must be established and maintained; and

WHEREAS, pursuant to the Charter, the municipal court may, by ordinance, be divided into two (2) or more panels or divisions, one of which shall be presided over by the presiding judge; and

WHEREAS, pursuant to Ordinance O-88-1, the City of Missouri City divided the municipal court into three (3) panels; and

WHEREAS, the City Council has found that providing specific duties for the presiding judge may result in more uniform judicial procedures; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to provide additional direction regarding the operations of the municipal court; 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 Missouri City Code is hereby amended by deleting Section 62-8 of Chapter 62 thereof, and substituting therefor, a new Section 62-8 to provide as follows:

“Chapter 62 - MUNICIPAL COURT

. . . .

Sec. 62-8. - Conduct and operation of courts; transfer of cases; authority of judges and divisional director of municipal court; and duties of the presiding judge.

- (a) The divisional director of municipal court shall facilitate the docket system for the filing of complaints so that the case load is equally distributed among the panels. At the request of the presiding judge, the divisional director of municipal court shall transfer cases and dockets from one judge to another.

- (b) The presiding judge of the municipal court shall:
 - (1) Prescribe standing orders and provide notice of such orders to associate judges, if any, for the conduct and operation of the municipal court during the proceedings of the court;
 - (2) Transfer cases from one judge to another;
 - (3) Exchange benches with any judge;
 - (4) At the request of the divisional director, assist the divisional director with assigning judges to scheduled dockets;
 - (5) Except as provided by local law, review and set fines;
 - (6) Facilitate administrative matters that specifically relate to the conduct of the judges in the municipal court; and
 - (7) Take judicial notice of state law, ordinances and the corporate limits of the city.

- (c) Each judge of the municipal court shall:
 - (1) Exercise complete judicial authority over the judgments, orders and process of the judge’s court, the trial of cases therein, and the conduct of persons attending thereon; and
 - (2) Enter on the docket of the municipal court, over which the municipal judge presides, appropriate notations of the disposition of each case.”

Section 3. *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 4. *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 17th day of August, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 8th day of September, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

Chapter 62 - MUNICIPAL COURT

.....

Sec. 62-8. - Conduct and operation of courts; transfer of cases; authority of judges and divisional director of municipal court; and duties of the presiding judge.

- (a) The divisional director of municipal court shall facilitate the equitable scheduling of dockets. Municipal courts and the judges thereof may docket system for the filing of complaints so that the case load is equally distributed among the panels. At the request of the presiding judge, the divisional director of municipal court shall transfer cases and dockets from one court judge to another, and any judge of any such court may exchange benches and preside over any such court, subject to the approval of the judge of each municipal court affected by such transfer or exchange. Any judge of any
- (b) The presiding judge of the municipal court shall:
- (1) Prescribe standing orders and provide notice of such orders to associate judges, if any, for the conduct and operation of the municipal court during the proceedings of the court;
 - (2) Transfer cases from one judge to another;
 - (3) Exchange benches with any judge;
 - (4) At the request of the divisional director, assist the divisional director with assigning judges to scheduled dockets;
 - (5) Except as provided by local law, review and set fines;
 - (6) Facilitate administrative matters that specifically relate to the conduct of the judges in the municipal court; and
 - (7) Take judicial notice of state law, ordinances and the corporate limits of the city.
- (c) Each judge of the municipal court shall exercise:
- (1) Exercise complete judicial authority over the judgments, orders and process of his the judge's court, the trial of cases therein, and the conduct of persons attending thereon; and
 - (2) Enter on the docket of the municipal court, over which the municipal judge presides, appropriate notations of the disposition of each case."

Document comparison by Workshare 9.5 on Thursday, August 6, 2020 11:34:05 AM

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Total changes	26
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CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 6(c) Consider authorizing the City Manager to approve a contract with Firetrol for citywide fire protection services.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works / City Engineer

SYNOPSIS

Authorize City Manager to execute a contract with Firetrol Protection Services, Inc.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team

BACKGROUND

Firetrol Protection System Co. has performed maintenance, repairs, and inspections through all of our 13 facilities of City Of Missouri City. Firetrol Co. provides all labor, tools and equipment to test Fire Equipment (fire panels, smoke heads, fire sprinklers, Etc.) and keep National and local Fire Codes up to date. The contract is in accordance with the Texas Multiple Award Schedule (TXMAS) No. PERTXMAS-6-03FAC020.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY2021 Funds Budgeted	Proposed FY2021 Funds Available	Amount Requested
General Fund	101-53505-15-146-	Service & Repair Agreements	\$62,120	\$62,120	\$25,000*

*We are requesting these funds beginning in Fiscal Year 2021 which is not available until October. We anticipate spending approximately \$25,000 per year over the next 3 years.

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. Agreement

STAFF'S RECOMMENDATION

Staff recommends authorizing the City Manager to execute a contract with Firetrol Protection Services in the amount of \$75,000.00 over the next 3 years.

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

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

**AGREEMENT/CONTRACT
FOR
CITY-WIDE PREVENTATIVE MAINTENANCE INSPECTION
FOR THE CITY OF MISSOURI CITY, TEXAS
(LOCAL CONTRACT NO. 20-038)**

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 **FIRETROL PROTECTION SYSTEMS, INC.** hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY 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 preventative maintenance inspection services, per the Texas Multiple Award Schedule (TXMAS) No. PERTXMAS-6-03FAC020 in accordance with Exhibit A.

**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 October 1, 2020 through September 30, 2023 with two (2) - one (1) year renewal options; unless sooner terminated under the terms of this AGREEMENT. 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, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, 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 contract 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 \$25,000.00 per annum.

SECTION VI COMPENSATION

The CONTRACTOR shall be paid for the services and reimbursable travel expenses, if approved, as set forth in **SECTION I**. The CITY shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

The CONTRACTOR must submit invoices for all services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted to the City staff member as noted in **SECTION VIII** or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable accountspayableatmissouricitytx.gov with a copy to the appropriate CITY staff member.

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. When the CITY believes there is an error on the invoice received from CONTRACTOR, the CITY has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the CITY, the vendor must submit a new invoice and the CITY has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

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:

Firetrol Protection Systems
400 Oaks Garden Blvd. Houston, TX 77018
Phone: 713.343.1600
acloudatfiretrol.net
infohou@firetrol.net

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

City of Missouri City
Attn: Jessica Kokes, Public Works Manager
1522 Texas Parkway
Missouri City, Texas 77489
jessica.kokes@missouricitytx.gov
Phone: 281.403.8970

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 X 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 XI 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 XII 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 XIII 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 XIV 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 XV INSURANCE REQUIREMENTS

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

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

POLICY REQUIREMENTS (IF APPLICABLE)

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

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$100,000.00;
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence; and
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

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

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

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;

(c) Provide for notice to the CITY at the address shown in this Agreement;

(d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and

(e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

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

NOTICES

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

City of Missouri City
Procurement 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 XVI 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 B, 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 XVII
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 XVIII
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 XIX
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.

FIRE PROTECTION SYSTEM PRICING 2020

City Hall Complex (Planning, City Hall, Com. Center)

1 Fire Alarm Panel - **\$975.00 each** (1 per year)

1 Kitchen Hood - **\$375.00 each** (2 per year)

1 Halon System on 3rd Floor City Hall - **\$375.00 each** (2 per year)

Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 55,637 SF

1522 Texas Parkway

Missouri City, TX 77489

281-403-8500

Public Safety Head Quarters (PSHQ) - Also Fire Station #1

1 Fire Alarm Panel - **\$2,250.00 each** (1 per year)

1 Fire Sprinkler Wet System - **\$275.00 each** (1 per year)

1 Fire Sprinkler Pre-action System - **\$250.00 each** (1 per year)

1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)

2 Kitchen Hoods - **\$375.00 each** (2 per year)

Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 39,459

3849 Cartwright Road

Missouri City, TX 77459

281-403-8700

Fire Station #2

1 Fire Alarm Panel - **\$325.00 each** (1 per year)

1 Fire Sprinkler Wet System - **\$225.00 each** (1 per year)

1 Fire Sprinkler Dry System-Dry Trip-**\$175.00 each**/Full Trip-**\$250.00 each** (1 per year) 1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)

1 Kitchen Hood - **\$375.00 each** (2 per year)

Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 7,864

12043 McLain Blvd.

Houston, TX 77071

281-403-4318

Fire Station #3

1 Fire Alarm Panel - **\$450.00 each** (1 per year)
1 Fire Sprinkler Wet System - **\$225.00 each** (1 per year)
1 Fire Sprinkler Dry System-Dry Trip-**\$175.00 each/Full Trip-\$250.00 each** (1 per year) 1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)
1 Kitchen Hood - **\$375.00 each** (2 per year)
Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 8,361 SF
2496 Texas Parkway
Missouri City, TX 77489
281-403-4320

Fire Station #4

1 Fire Alarm Panel - **\$450.00 each** (1 per year)
1 Fire Sprinkler Wet System - **\$225.00 each** (1 per year)
1 Fire Sprinkler Dry System-Dry Trip-**\$175.00 each/Full Trip-\$250.00 each** (1 per year) 1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)
1 Kitchen Hood - **\$375.00 each** (2 per year)
Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 8,361 SF
5955 Sienna Parkway
Missouri City, TX 77459
281-403-4323

Fire Station #5

1 Fire Alarm Panel - **\$450.00 each** (1 per year)
1 Fire Sprinkler Wet System - **\$225.00 each** (1 per year)
1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)
Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 8,002 SF
190 Waters Lake Blvd.
Missouri City, TX 77459
281-403-4323

Court/EOC

1 Fire Alarm Panel - **\$450.00 each** (1 per year)
1 Fire Sprinkler Wet System - **\$325.00 each** (1 per year)
1 Fire Sprinkler Backflow - **\$250.00 each** (1 per year)
Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour** 19,400 SF
3845 Cartwright Road
Missouri City, TX 77459
281-261-4245 (Court)
281-403-4300 (EOC)

Parks & Building Maintenance

Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour**

19,800 SF
1523 Texas Parkway
Missouri City, TX 77489
281-403-8642

Streets Building building A

1 Fire Alarm Panel - **Removed per City of Missouri City**
Fire Extinguishers - **\$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour**

1919 Scanlin Road
Missouri City, TX 77489
281-403-8970

Fleet Maintenance building B

1 Fire Alarm Panel - Removed per City of Missouri City

Fire Extinguishers - \$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour

6,856 SF

1919 Scanlin Road

Missouri City, TX 77489

281-403-8583

Signal Shop building C

1 Fire Alarm Panel - Removed per City of Missouri City

Fire Extinguishers - \$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour 1,806 SF

1919 Scanlin Road

Missouri City, TX 77489

281-403-8587

Animal Shelter

1 Fire Alarm Panel - \$325.00 each (1 per year)

Fire Extinguishers - \$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour 1,050 SF

1923 Scanlin Road

Missouri City, TX 77489

281-403-8707

Recreation and Tennis Center

1 Fire Alarm Panel - \$650.00 each (1 per year)

1 Fire Sprinkler Wet System - \$325.00 each (1 per year)

2 Fire Sprinkler Backflows - \$250.00 each (1 per year)

Fire Extinguishers - \$7.00 per extinguisher plus (2) hrs labor @ \$95.00 per hour 24,488 SF

2701 Cypress Point Drive

Missouri City, TX 77489

281-403-8637

*** Above pricing is based on all work being performed concurrently during normal business hours***

Exclusions:

- Clearing of any work areas prior to service work being performed
- Unforeseen job shutdowns and delay caused by others
- Anything outside of the work listed above assigned to Firetrol Protection Systems
- Anything beyond the control of Firetrol Protection Systems
- Inspection and / or any other service work not listed
- Overtime – All work to be completed during normal business hours unless specified above (*7am to 3:30pm Monday through Friday except holidays*)

EXHIBIT B

I, Matt Gallup, being an adult over the age of eighteen (18) years and the undersigned authorized representative of District General Manager (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.

Matt Gallup

Digitally signed by Matt Gallup
DN: cn=Matt Gallup, o=Firetrol
Protection Systems, Inc., ou,
email=mgallup@firetrol.net, c=US
Date: 2020.07.24 13:00:28 -05'00'

Signature

07/24/2020
Date

STATE OF TEXAS

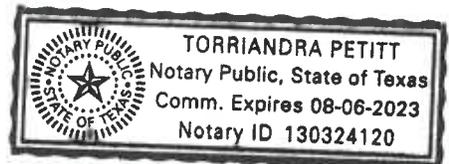
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me this 24 day of July, 2020,

by Torriandra Pettit

Torriandra Pettit
Notary Public, State of Texas



INSPECTION PROCEDURES

Fire Sprinkler Systems

Fire Sprinkler systems will be inspected in accordance with the manufacturer's guidelines, N.F.P.A Standard 25, and the local Authority Having Jurisdiction (AHJ). Inspections will be conducted quarterly or annually as required by the local AHJ and at a minimum annually and every five years. Annual inspection procedures of sprinkler systems include:

- Inspect the fire department connections(s) to ensure caps/plugs are in place, coupling/swivels are undamaged, gaskets are present, signs are in place and no obstruction or damage is present.
- Inspect the riser for any water leaks, ensure bracing is intact, and alarm valves are in proper position and no obstructions or damage is present.
- Inspect gauges for damage and ensure the three-way test valve is present and open.
- Inspect and test water flow alarm bell/gong for any visual obstructions and note if the fire sprinkler system is monitored.
- Inspect that the control valves are secure, with no leaks, the open/shut indicators are working, and no obstructions or damage is present.
- Inspect fire sprinkler heads for leaks, paint, or corrosion or flow obstruction; portion and check that the required sprinkler heads and wrench are on site.
- Inspect main drain test for static psi before, residual psi during and static psi after test completion.
- Any defect found will be noted and sent to appropriate person with a cost quotation for repairs and re-certification.

Fire Pumps

Inspections will be in accordance with manufacturer's guidelines, N.F.P.A Standard 25, and the local Authority Having Jurisdiction (AHJ). Inspection procedures of fire pumps include:

- Type of Driver Diesel or Electric.
- Check Rating, GPM, and PSI.
- Check and verify pump and motor are very on damage and leaks.
- Verify all hoses and batteries and free of corrosion and cracks.
- Shut and open all fire pump valves to insure proper operation.
- Check auto start and stop by flow test.
- Conduct load and non load test and graph to ensure proper operation as designed.
- Check water tank and floats for proper operation.
- Verify all lights and gauges are working properly.
- Verify pump and controller S/N and Manufacture information.
- Any defect found will be noted and sent to the appropriate person with a cost quotation for repairs and re-certification.

Fire Hose and Standpipe & Hydrants

Inspections on this equipment will be in accordance with N.F.P.A. Standard 1962 and Standard 14, the manufacturer's guidelines, and the local Authority Having Jurisdiction (AHJ). Inspections will be annually unless otherwise noted.

Annual inspection procedures include:

- Inspection of the hose, couplings and nozzles to insure they are free from debris, mildew and rot. Verify that there is no damage caused by chemicals, burns, cuts, abrasions or vermin.
- Inspect the interior linear at each end for any physical signs of linear delaminating.
- Inspect the hoses for the current test psi.
- Ensure the location of the hose is sufficient and verify it is not blocked.
- Verify the manufacture date of each hose and perform hydrostatic testing as required every 5 years from same and then every 3 years thereafter.
- Flow Hydrants for proper flow and pressure.
- Any defect found will be noted and sent to appropriate person with a cost quotation for repairs and re-certification.

Backflow Prevention Devices

Backflow Prevention devices are to be serviced annually per Title 22 Health Code, Universal Plumbing Code and the local Authority Having Jurisdiction (AHJ). When required a licensed plumber will conduct testing.

Fire Alarm Systems

Fire Alarm systems will be inspected in accordance with N.F.P.A Standard 72, the local Authority Having Jurisdiction (AHJ) and the manufacturer's guidelines. CFP will conduct quarterly or semi annual inspections as required by the local Authority Having Jurisdiction (AHJ) and at a minimum will perform annual inspections. Annual inspection procedures of fire alarm systems include:

- A complete inspection of the fire alarm system control panel(s).
- Inspection to ensure proper zone operation.
- Inspect all manual pull stations and ensure they are accessible.
- Inspect smoke detectors and magnetic hold open devices.
- Inspect supervisory devices and ensure they are sending supervisory signals.
- Inspect heat detectors.
- Inspect and test audible alarm bells.
- Inspect and test area smoke detectors.
- Inspect and confirm that the systems power supplies including battery back ups are functioning.
- If the system is monitored, ensure that a signal was received at the central station.
- Any defect found will be noted and sent to appropriate person with a cost quotation for repairs and re-certification.
- Current fire codes insist that every other year smoke detection devices must have a sensitivity test in addition to the inspection.

Special Hazards Fire Suppression Systems

Special Hazard Fire Suppression systems will be inspected in accordance with the appropriate N.F.P.A Standards including 11, 11A Foam Systems, 12, 12A, CO2 and Halon 1301, 17 Dry Chemical Systems, and 2001 Clean Agent Systems, the local Authority Having Jurisdiction (AHJ) and manufacturer's guidelines. Inspections are typically conducted on a semi-annual basis unless otherwise required by the local AHJ. Inspection procedures of special hazards fire suppression systems include:

- A complete inspection of the releasing panel.
- Inspect all manual pull stations and ensure they are accessible.
- Audio Visual device inspection.
- Agent quantity verification.
- Releasing device testing.
- Foam Systems (Concentrate test).
- Functional Test.
- Any defect found will be noted and sent to the appropriate person with a cost quotation for repairs and re-certification.

Kitchen Hood Fire Suppression Systems

Kitchen fire suppression systems will be inspected in accordance with N.F.P.A Standard 96 and Standard 17A, the local Authority Having Jurisdiction (AHJ), and manufacturer's guidelines. Inspection will be done semi-annually. Inspection procedures of kitchen hood fire suppression systems include:

- Inspect for visible signs that the system has been fired, tampered with or leaked down.
- Installation of new currently dated fusible links.
- Clean and de-grease the nozzles in the hood and over appliances.
- Check cylinders condition and verify last hydrostatic test dates on cylinder.
- Inspect the pipe and conduit to ensure it is secure.
- Inspect linkage cable for fraying.
- Inspect the regulator test date (Ansul).
- Inspect pull station.
- Check chemical type and quantity.
- Inspect gas valve operation and gas shutdown as required.
- Weigh activation cartridges as necessary (Ansul) or replace as required.
- Full function test of system to verify electric shutdown operation.
- Dry test system for automatic operation.
- Dry test system with manual release at control panel and remote pull station.
- Check for correct type of portable extinguisher in Kitchen area (K class) and verify it has been properly inspected.
- Install certification indicating compliance.
- UL-300 Compliance Review. Any defect found will be noted and sent to the appropriate person with a cost quotation for repairs and re-certification.

Fire Extinguishers

Inspections will be in accordance with the manufacturer's guidelines, N.F.P.A Standard 10, and the local Authority Having Jurisdiction (AHJ). Inspections will be annually unless otherwise noted. Annual inspection procedures of fire extinguishers include:

- Visually inspect extinguisher.
- Inspect last hydrostatic test date (12 years) and last 6-year maintenance inspection.
- Inspect pressure gauge.
- Inspect shell, valve and discharge hose for damage or corrosion.
- Inspect carry handle and push lever for functionality.
- Install new tamper seal.
- Clean shell and install certification tag.
- Any defect found will be noted and sent to appropriate person with a cost quotation for repairs and re-certification.

Emergency/Exit Lights

Inspections will be in accordance with manufacturer's guidelines, N.F.P.A Standard 101, Life Safety code, OSHA 29 and the local Authority Having Jurisdiction (AHJ). Inspection procedures of emergency and exit lights include:

Bulb Test

- Ensure the emergency light equipment is located in its correct position.
- Inspect the exterior housing for physical damage.
- Perform a 30 second push test to verify unit illuminates.
- Confirm lamps are light and properly aimed on a path of egress.
- Any defect found will be noted and sent to the appropriate person with a cost quotation for repairs and re-certification.

Load Test

- Perform a through exterior examination.
- Perform an operational test of the batteries and lighting system for 90 minutes.
- Inspect condition and voltage of the batteries and verify manufacture dates.
- Inspect AC/DC lamps or bulbs for damage and proper operation.
- Verify charging unit is operational and functioning as designed.
- Install certification indicating compliance and confirming inspection.
- Any defect found will be noted and sent to the appropriate person with a cost quotation for repairs and re-certification.

AGREEMENT

- Agreement for Automatic Fire Sprinkler Systems Inspection
- Agreement for Testing Private Fire Hydrants/ Backflows/ Standpipes
- Agreement for Testing Fire Pumps
- Agreement for Testing Fire Alarm & Detection Equipment
- Agreement for Testing Special Hazards Systems
- Agreement for Testing/Inspections of Fire Extinguishers
- Agreement for Testing/Inspections of Restaurant/Industrial Fire Suppression Systems
- Agreement for Testing/Inspections of Emergency Lighting Systems

WITNESSETH that:

Owner owns and/or occupies premises located at City of Missouri City in the City of Missouri City, State of Texas, wherein there is now installed certain automatic fire sprinkler, fire alarm and detection equipment, special hazards fire suppression equipment/systems, fire extinguishers, or emergency lighting systems, to wit:

Annual Inspection

Service Contractor shall inspect and/or test equipment described herein in accordance with the contract option selected above and the SERVICE CONTRACTOR'S then current Report Form. All in accordance with the terms and conditions contained herein and on the following page hereof.

Number of Inspections

The Service Contractor shall inspect and/or test said systems/equipment as installed at regular intervals per the frequency indicated above.

Cost of Inspection and Payment

The Owner shall pay to Service Contractor within 30 days after the first inspection has been completed. If needed a breakdown of total sum is attached. If the Owner/Subscriber fails to pay the full amount due, Service Contractor, may at it's option, terminate this contract, and in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by Service Contractor.

Report of Inspection

Notice of this agreement and copies of all reports of Inspection and/or test will be forwarded by the Service Contractor to the local Authority Having Jurisdiction, the Insurance Authority Having Jurisdiction and to the Owner. Notice of termination or change in number of inspections per year by the Service Contractor shall be given to the Insurance Authority and the local AHJ.

TERMS AND CONDITIONS

SITE FACILITIES

Customer shall furnish all necessary facilities for performance of its work by Contractor, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is inspected/tested, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Contractor may enter Customer's premises at all reasonable times to perform the inspections required by this contract.

WATER SUPPLY

Contractor shall not be liable or responsible for the adequacy or condition of the existing water supply.

INTERFERENCES

Customer shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Customer shall be responsible for additional costs incurred by Contractor arising out of interferences to Contractor's work caused by such other trades. .

PRICES

In addition to the prices specified herein, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Customer with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to completion of this contract, Customer shall advise Contractor, and prices, delivery, and completion dates quoted herein shall be changed by Contractor as may be required.

CLAIMS

Any claims against Contractor arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

OVERTIME

Unless otherwise specified by Customer, all service work will be performed during regular working hours. If Customer shall require any overtime labor, Customer agrees to reimburse Contractor for the overtime premium cost including all related payroll costs, plus Contractor's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Contractor to Customer pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Customer and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Contractor. In the event Contractor requests the return of any such proprietary material and/or any reproductions thereof, Customer shall promptly return the same to Contractor.

DEFAULT

In case of any default by Customer, Contractor shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Contractor, including overhead and profit. All such remedies of Contractor are cumulative and not exclusive. Default by Customer shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Customer whereby Contractor is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Customer or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Customer against the Contractor unless (4) prior written notice is given to Contractor to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Contractor.

REPORTS

The inspection and/or test shall be completed on the Contractor's then current Report form which shall be given to the Customer. The Report and recommendations by the Contractor are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards, or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition and operation of the sprinkler system and/or fire alarm and detection system equipment lies with the Customer.

EMERGENCY SERVICE

Emergency service requested by the Customer will be furnished at extra charge qt published Service Rates.

ADDITIONAL EQUIPMENT

In the event additional equipment is installed after the contract date, annual inspection charge shall be increased in accordance with contractor's prevailing rates as of the first inspection of additional equipment.

WORK NOT INCLUDED

The inspection and testing provided under this agreement does not include maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever. Should such work be requested by Customer there will be as an increased amount added to this agreement. The Contractor shall furnish the Customer with an estimated price before any additional work is performed.



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 6(d) Agreement with the North Texas SHARE Master Interlocal Purchasing Agreement
Submitted by: Shannon Pleasant, Purchasing and Risk Manager

SYNOPSIS

This is an interlocal agreement between the City and the North Central Texas Council of Governments (NCTCOG) for utilization of contracts for goods and services in cooperative purchasing efforts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Develop a high performance City team.

BACKGROUND

Chapter 791, Tex. Gov't Code and Chapter 271, Subchapter F, Tex. Local Gov't Code, authorize cities to enter into interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. In accordance with state law and the City's purchasing policies, the City Council must authorize all agreements between political subdivisions.

This proposed interlocal purchasing agreement allows the City to take advantage of NCTCOG's competitively bid contracts for goods and services.

Upon approval, the agreement will be effective for a one-year term. The agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 of the interlocal agreement.

BUDGET/FISCAL ANALYSIS

None.

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

Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Agreement

STAFF'S RECOMMENDATION

Staff recommends that the City Council ratify the agreement.

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

Allena Portis, Director of Financial Services

Bill Atkinson

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

September 8, 2020

To: Mayor and City Council
Agenda Item: 7(a)(1) FBISD Elementary School site #53 (20-acre tract) - SUP, Specific Use Permit
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the first of two readings of an ordinance for a SUP, Specific Use Permit to allow for the location of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; 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.

The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of FBISD Elkins High School and east of Creekstone Village at Riverstone.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

As part of its 2018 approved bond referendum, Fort Bend Independent School District (FBISD) identified elementary school site #53 to serve a growing population in the Riverstone area. This elementary school site is one of several new schools planned to be constructed throughout the district.

This proposed Riverstone school site is similar in design to two other school sites; a proposed site, Elementary #52, which would be located near the Fort Bend Parkway in the Parks Edge subdivision and the existing Neill Elementary School located in Richmond within the Harvest Green subdivision. The model school sites are designed as two-story buildings of approximately 127,544 square feet to accommodate 1,000 students.

Staff recommended approval for the SUP. The Planning and Zoning Commission considered the application at its August 12, 2020 meeting and expressed concern regarding traffic circulation and roadway design resulting in congestion along Thompson Ferry Road and Knights Court. The Commission discussed the current situation being driven primarily by traffic flowing to and from Elkins High School and what implications placing a second school site in this area would have on this situation. A Commissioner asked about any planned or proposed improvements in the area to address this concern. Ultimately, the P&Z Commission forwards a positive recommendation to approve the SUP.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested

N/A

Purchasing Review: N/A

Financial/Budget Review: N/A

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Ordinance
2. Draft Planning and Zoning Commission meeting minutes (August 12, 2020)
3. Planning and Zoning Commission final report
4. Application
5. Owner authorization
6. Ortho map
7. Ortho map with site plan overlay
8. Conceptual building perspective, material and color designation
9. Notice of public hearing
10. Notice of public hearing to adjoining property owners
11. Protest-support letter
12. Mailing labels for adjoining property owners
13. Rezoning application protest letters analysis

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

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

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

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING SPECIFIC USE PERMIT NO. 208 FOR THE USE OF A 20-ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS A SPECIFIC USE-- PLACES OF ASSEMBLY; DESCRIBING SAID 20-ACRE TRACT OF LAND; PROVIDING LIMITATIONS, RESTRICTIONS, AND CONDITIONS ON SUCH SPECIFIC USE; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * *

WHEREAS, Fort Bend Independent School District is the owner of a 20-acre tract of land within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 20-acre tract of land presently has a zoning classification of SD suburban district, pursuant to Ordinance No. O-81-1, adopted on January 19, 1981; and

WHEREAS, the owner's agent, Austan Lupher, RPLS of Pape Dawson Engineers, has made an application to the City of Missouri City to authorize a specific use permit for a places of assembly use; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such request for a specific use permit; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such request for Specific Use Permit No. 208-places of assembly; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities, contribute to, enhance, or promote the welfare of the area of request and adjacent properties, not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; now, therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That as required by law, the City Council conducted the public hearing on the request for Specific Use Permit No. 208-places of assembly use and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The property is more fully described in Exhibit “A,” attached hereto and made a part hereof for all purposes (the “Property”), and is depicted in Exhibit “A-1” for reference purposes only. In the event Exhibit “A-1” conflicts with Exhibit “A,” Exhibit “A” shall prevail.

Section 4. The specific use of the Property authorized and permitted by this Ordinance is Specific Use Permit No. 208-places of assembly.

Section 5. Presently, the Property has a zoning classification of SD suburban district. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance and shall be developed subject to the following limitations, restrictions, and conditions:

- I. **Use Permitted.** Only the following use shall be permitted:
 - Places of assembly.
- II. **Site Plan.** Use of the Property shall generally comply with the attached site plan, attached hereto as Exhibit “B.”
- III. **Lighting.** Lighting illumination in excess of 0.25 foot-candle or 0.50 foot-candle of average general light overflow at any boundary line of the Property adjacent to a residential use is prohibited.
- IV. **Architectural Standards.** Portable buildings shall be located on the Property as indicated in Exhibit B. Except as prohibited by Title 10 of Subtitle Z of Chapter 3000 of the Texas Government Code, development of the Property shall comply with Section 7A of the City of Missouri City Zoning Ordinance.
- V. **Trash disposal.** The Property owner shall maintain the trash enclosure area in compliance with rules and regulations for nonresidential uses contained in Section 9.14 of the City of Missouri City Zoning Ordinance.
- VI. **Signs.** The Property owner shall maintain the signs on the Property in compliance with rules and regulations for nonresidential uses contained in Section 13 of the City of Missouri City Zoning Ordinance.
- VII. **Landscape.** Landscaping on the Property shall be maintained in accordance with Section 11 of the Missouri City Zoning Ordinance.

Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on the 20-acre tract of land, as granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change in the specific use of the 20-acre tract of land described in Section 3 hereof authorizing the specific use-places of assembly use, and the imposition of the limitations, restrictions, and conditions contained herein.

Section 8. Comprehensive plan deviation. To the extent that this Ordinance represents any deviation from the Future Land Use and Character map of the City of Missouri City Comprehensive Plan, such map is hereby amended to conform with this Ordinance.

Section 8. The building official shall not issue a building permit or a certificate of occupancy for a use authorized by this specific use permit on the Property until there has been full compliance with this Ordinance, the Missouri City Code of Ordinances, and all other ordinances, rules and regulations of the City of Missouri City.

Section 9. *Repeal.* Any other ordinance or any part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 10. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this Zoning Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 11. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ___ day of September, 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



METES AND BOUNDS DESCRIPTION
FOR

A 20.000 acre, (871,200 square feet more or less) tract of land, being a portion of a called 41.052 acre tract of land conveyed to FPL Real Estate LTD. as described in a deed recorded in Clerks File No. 2000014020 in the Official Public Records of Fort Bend County, Texas, also being a portion of Restricted Reserve "A" of Frost Ranch Site Subdivision as recorded in Slide No. 1987A and 1988A in the Plat Records of Fort Bend County, situated in the Elijah Roark Survey, Abstract No. 77, Fort Bend County, Texas. Said 20.000 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At a 5/8 inch iron rod found for the south corner of said 41.052 acre tract, the south corner of said Restricted Reserve "A", the southwest corner of a called 57.1179 acre tract of land conveyed to Fort Bend Independent School District as described in a deed recorded in Clerk's File No. 9063600 of the Official Public Records of Fort Bend County, Texas, and Volume 2263, Page 1171 in the Deed Records of Fort Bend County, Texas, also being the southwest corner of Restricted Reserve "B" of the Replat Of Reserve "B" School Site as recorded in Slide No. 20170256 in the Plat Records of Fort Bend County, Texas, and being the northeast intersection corner of Knight Court having a width of 60 feet as recorded in Volume 2263, Page 1171 in the Deed Records of Fort Bend County, Texas, and Thompson Ferry Road, having a width of 60 feet as recorded in Volume K, Page 274 in the Deed Records of Fort Bend County, Texas;

THENCE: N 02°54'24" W, departing the north line of said Knight Court, along and with the west line of said 41.052 acre tract and said Restricted Reserve "A", a distance of 1201.66 feet to a 5/8 inch iron rod with cap stamped Pape Dawson set in the west line of said 41.052 acre tract and said Restricted Reserve "A", the east line of said Thompson Ferry Road, and for the northwest corner of this tract;

THENCE: N 87°05'31" E, departing the east line of said Thompson Ferry Road, over and across said 41.052 acre tract and said Restricted Reserve "A", a distance of 1095.58 feet to a 5/8 inch iron rod set in the east line of said 41.052 acre tract and said Restricted Reserve "A", the west line of said 57.1179 acre tract, and the west line of said Restricted Reserve "B", from which a 5/8 inch iron rod found bears N 09°34'56" W, a distance of 278.41 feet;

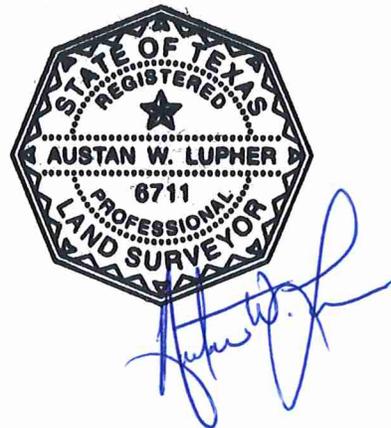
THENCE: Along and with the common line of said 41.052 acre tract, said Restricted Reserve "A", said 51.1179 acre tract, and said Restricted Reserve "B", the following courses and distances:

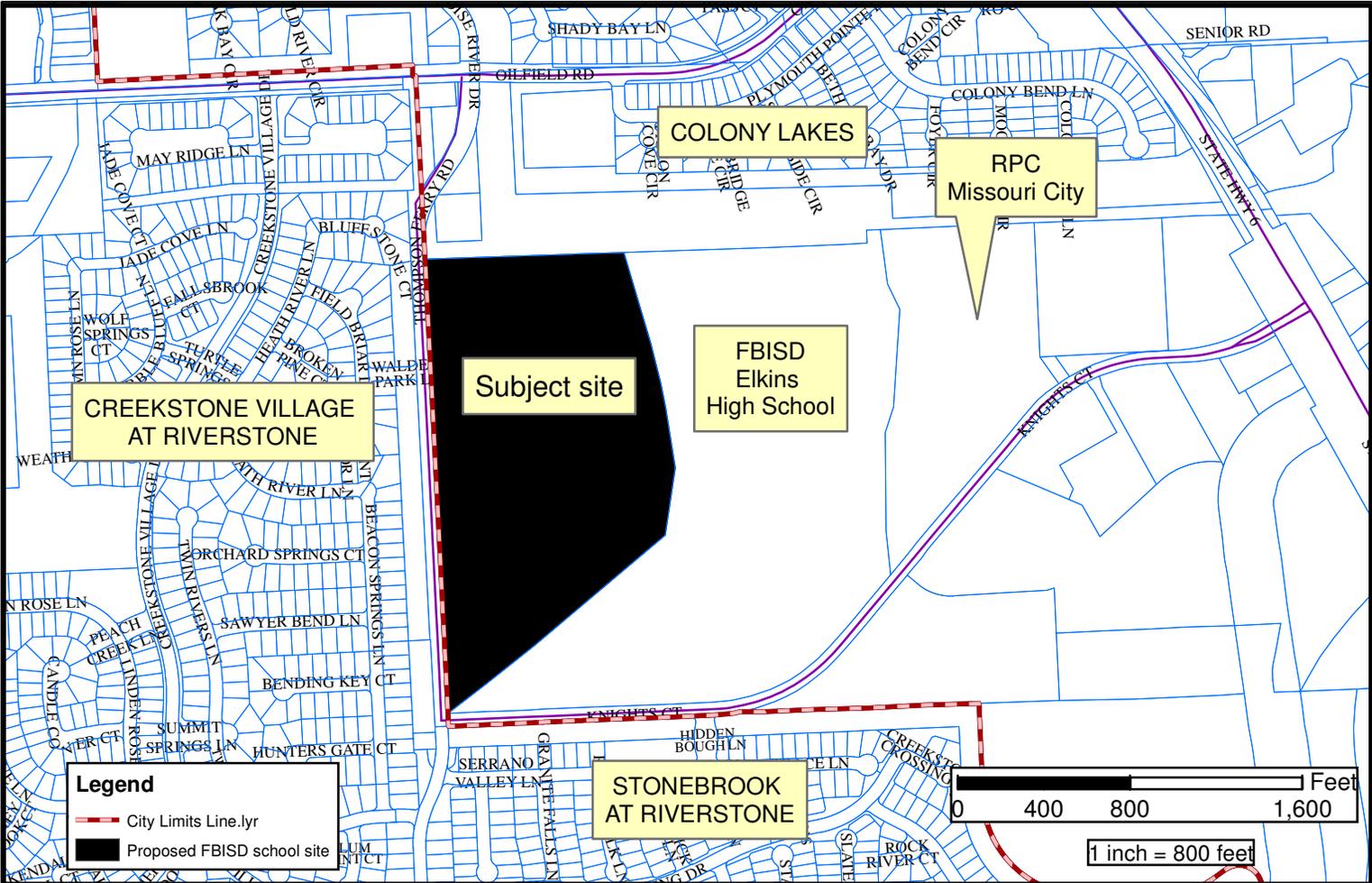
S 09°34'56" E, a distance of 118.26 feet to 5/8 inch iron rod found for corner,

S 07°44'41" W, a distance of 315.44 feet to a 5/8 inch iron rod found for corner,
and

S 50°43'00" W, a distance of 1305.40 feet to the POINT OF BEGINNING, and
containing 20.000 acres in Fort Bend County, Texas. Said tract being described in
accordance with a survey made on the ground and a survey map prepared under job
number 49105-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 28, 2019
Job No.: 49105-19
DOC. ID. K:\survey\Survey19\49105-19\Word\FN49105-19 20.000AC.docx





ELKINS HIGH SCHOOL
FORT BEND ISD

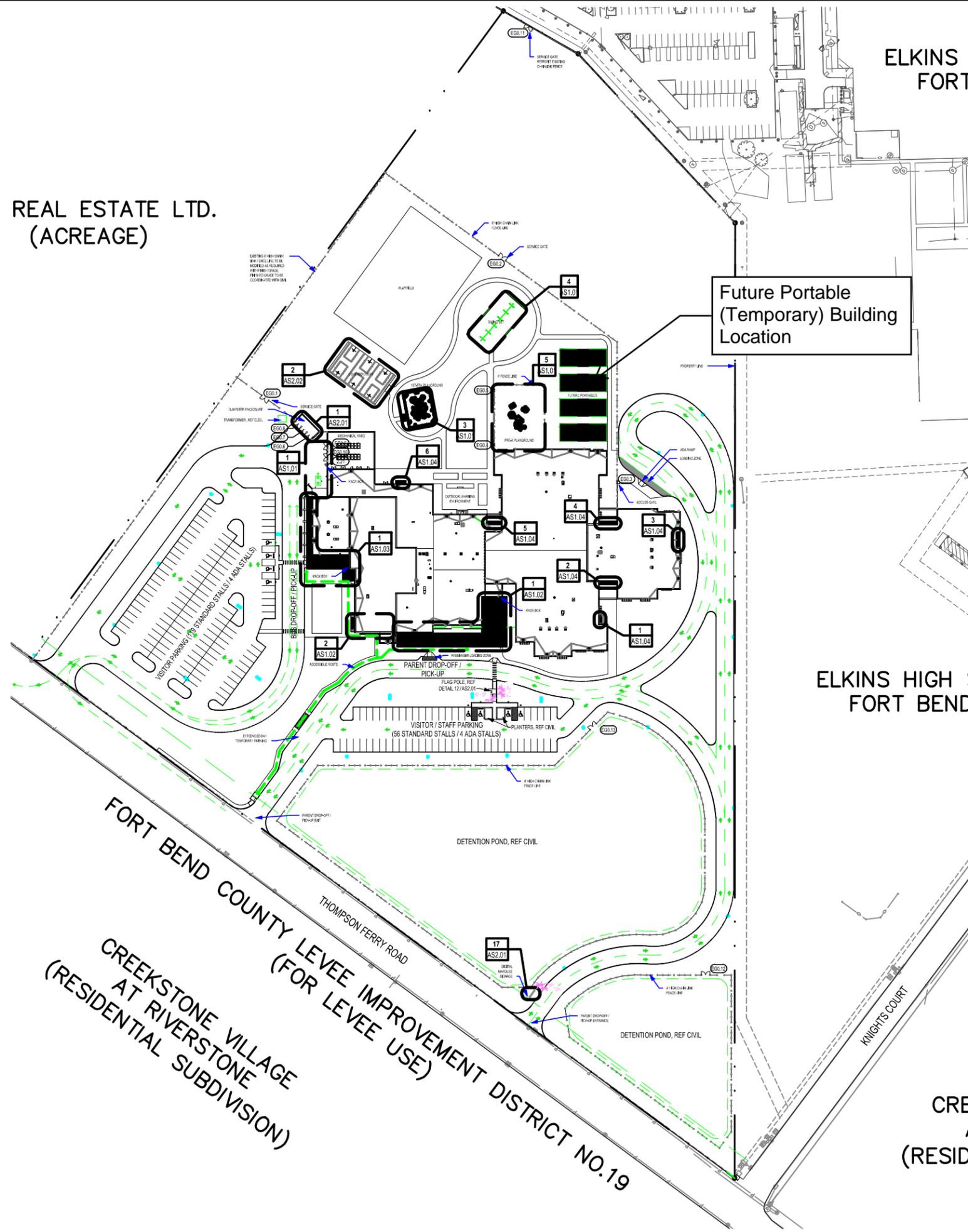
FPL REAL ESTATE LTD.
(ACREAGE)

Future Portable
(Temporary) Building
Location

ELKINS HIGH SCHOOL
FORT BEND ISD

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO.19
THOMPSON FERRY ROAD
CREEKSTONE VILLAGE AT RIVERSTONE
(RESIDENTIAL SUBDIVISION)

CREEKSTONE VILLAGE
AT RIVERSTONE
(RESIDENTIAL SUBDIVISION)





**MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
August 12, 2020**

1. CALL TO ORDER

The Notice of the Meeting and Agenda having been duly posted in accordance with the legal requirements and a quorum being present, the meeting was called to order by Chair Brown-Marshall, at 7:07 PM.

2. ROLL CALL

Commissioners Present:

Sonya Brown-Marshall
Tim Haney
John O'Malley
Gloria Lucas
Karen Overton
Daniel Silva
Hugh Brightwell
James R. Bailey
Monica L. Rasmus

Commissioners Absent:

Councilmembers Present:

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: James G. Norcom III; Courtney Johnson Rose; Shoab Hussain;
OneStop Realty & Constructions Services, Steve Aloway, Huckabee, Inc; Jerry Betts,
Pacheco Koch; Mary Villareal, The Interfield Group,

8. ZONING MAP AMENDMENTS

A. PUBLIC HEARING FOR A 20-ACRE TRACT FOR FBISD

- (1) To receive comments for or against a request by Bryan Sheppard, Pape-Dawson Engineers, seeking a SUP, Specific Use Permit to allow for the location of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; 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.

Jennifer Gomez, Planning Manager, presented the agenda item. Ms. Gomez described the subject site being on Knights Court off of Thompson Ferry Road and west of Elkins High School. The site is considered as FBISD school number 53, part of the district's approved 2018 bond program. The school site is located near the Creekstone Village at Riverstone and Stonebrook at Riverstone subdivisions. The school is being located within this area in response to the continued growth in Riverstone.

Ms. Gomez stated that FBISD has purchased the 20-acre site. The site access is proposed to be off of Thompson Ferry Road. The school building would be 2-stories and just over 125,000 square feet with programming in and outside of the building. The design would accommodate a student capacity of 1,000. FBISD anticipates that the school site would be completed before the start of the 2023 school year.

Ms. Gomez stated the staff recommendation is to approve the Specific Use Permit for the school site. A revision to the Future Land Use Map would be required to account for the school site as opposed to residential development.

Ms. Gomez stated that the staff recommendations include applying the standard development regulations, generally without deviations. These are the same development regulations that are applied to other school sites. These regulations would include exterior lighting limitations, architectural standards that are still enforceable, as well as trash disposal, sign, and landscaping regulations.

Ms. Gomez stated one deviation to consider is the allowance for the future placement of portable buildings (temporary buildings). Staff has been working with the applicant on the provision of clear ownership authorization.

Ms. Gomez outlined changes staff had requested to the site plan to provide some additional details, as well as a proposed landscaping plan. There are no proposed deviation from the landscaping regulations; however, the plan would ensure that the City and the applicant are on the same page in terms of the City's requirements for landscaping.

Vice Chair Haney inquired about parking requirements.

Ms. Gomez stated that the parking shown on the site plan should be sufficient based on the design. However, there is a discrepancy on the site plan between what is shown and the description of the parking requirements.

Commissioner Bailey inquired about egress and ingress and if congestion was addressed in the traffic study.

Jeremy Davis, Assistant City Engineer, stated in regards to the traffic analysis, the analysis would have to be reviewed. The City does not have plans to widen or expand either roadway.

Steve Holloway, Huckabee Architects, stated that the traffic analysis study required curved lanes off of Thompson Ferry Road. Turn lanes were currently being designed for the project, however, improvements would be continued to the intersection.

Jerry Betts, Pacheco Kock (PKCE), stated that improvements would only be made adjacent to the property.

Commissioner Brightwell inquired about FBISD being allowed to move forward with the development of the site and the City not having authority over the school district.

Ms. Gomez stated that the school district owns the property; however, the City still controlled land use within the city limits.

Jamilah Way, First Assistant City Attorney, stated that the traffic is something the City can consider. Although there were limits to the regulations.

Mr. Davis stated that the traffic analysis would be taken into consideration.

Chair Brown-Marshall asked staff to really take the traffic analysis into consideration. Currently the discussion was on the land use however traffic plays into it.

Commissioner Brightwell inquired about the timeline.

Vice Chair Haney stated that the school district delayed the project from the year 2022 to 2023 per the staff report.

Mr. Holloway stated the project would be planned out towards the end of 2020. It depended on the zoning and platting process.

Commissioner Haney inquired about the duration on the construction of the project.

Mr. Holloway stated that the duration would be about sixteen months.

Motion: To close the public hearing

Made By: Commissioner Lucas

Second: Commissioner Brightwell

AYES: Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Silva, Commissioner Rasmus, Commissioner Lucas, Commissioner Brightwell, Commissioner Overton

NAYES: None

ABSTENTIONS: None

The motion passed

Ms. Gomez requested that the Commission to clarify that the light requirements would be applied in the motion.

(2) Consider approving a final report on item 8.A.(1)

Motion: To approve item 8.A.(1) as recommended by staff in the

preliminary report and adopt the report as a final report to Council, including the outstanding items that have been identified in this discussion specifically mentioned recently the lighting.

Made By:

Commissioner Haney

Second:

Commissioner Rasmus

AYES:

Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Silva, Commissioner Rasmus, Commissioner Lucas, Commissioner Brightwell, Commissioner Overton

NAYES:

None

ABSTENTIONS:

None

The motion passed



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: September 8, 2020

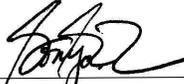
AGENDA ITEM SUBJECT: Fort Bend Independent School District (FBISD)
Elementary School #53 (20-acre tract)

AGENDA ITEM NUMBER: 7.a.(1)

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

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

Sonya Brown-Marshall, Planning and Zoning
Commission Chair



Sonya Brown Marshall, Chair

PERMIT NUMBER: SUP2000010

PROPERTY ID: 0077-00-000-1411-907

LOCATION: The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of FBISD Elkins High School and east of Creekstone Village at Riverstone.

RECOMMENDED ACTION:

The proposal complies with the provisions of the 2017 Comprehensive Plan and the policies contained in the Future Land Use Plan. The Future Land Use Plan designation should be revised to reflect community facilities if the proposed SUP is approved.

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

SUMMARY:

As part of its 2018 approved bond referendum, Fort Bend Independent School District (FBISD) identified elementary school site #53 to serve a growing population in the Riverstone area. This elementary school site is one of several new schools planned to be constructed throughout the district.

The applicant has described this proposed Riverstone area school site to be similar in design to another proposed site, Elementary #52, which would be located near the Fort Bend Parkway; as well as the design of the existing Neill Elementary School located in Richmond within the Harvest Green subdivision. The model school sites are designed as two-story buildings of approximately 127,544 square feet to accommodate 1,000 students.

A site plan of the proposed elementary school site #53 has been provided and shows the overall building layout; associated recreational and educational uses; parking facilities; driveway access off of Thompson Ferry Road; driveway design into the campus for the queuing of cars that are loading and unloading students; and potential locations for on-site detention. The site would be adjacent to Elkins High School but is not proposed to provide direct access between the two campuses.

GENERAL SITE INFORMATION:

A. Legal Description:

The subject site can be described as being a 20 acre tract of land, being a portion of a called 41.052 acre tract of land conveyed to FPL Real Estate LTD, as described in a deed recorded in Clerk's File No. 2000014020 in the Official Public Records of Fort Bend County, Texas, also being a portion of Restricted Reserve "A" of Frost Ranch Site Subdivision as recorded in Slide No. 1987A and 1988A in the Plat Records of Fort Bend County, situated in the Elijah Roark Survey, A-77, Fort Bend County, Texas.

B. Size:

20 acres

C. Existing Land Use and Zoning Designation:

Unimproved / SD,
suburban district

D. Surrounding Land Uses and Zoning Designations:

North: Drainage, utility facilities / CF, community facilities

South: Drainage, utility facilities; Stonebrook at Riverstone subdivision / ETJ,
extraterritorial jurisdiction

East: FBISD Elkins High School / SUP, Specific Use Permit No. 112
(Ordinance O-90-37)

West: Creekstone Village at Riverstone subdivision / ETJ, extraterritorial jurisdiction

E. Zoning History:

11-17-1980:	Subject site annexed by the City of Missouri City (Ordinance O-80-28)
01-19-1981:	Subject site zoned SD, suburban district (Ordinance O-81-01)

ANALYSIS OF SUBJECT SITE:

A. Development Potential

As part of its 2018 approved bond referendum, Fort Bend Independent School District (FBISD) identified elementary school site #53 to serve a growing population in the Riverstone area. This elementary school site is one of several new schools planned to be constructed throughout the district.

The applicant has described this proposed Riverstone area school site to be similar in design to another proposed site, Elementary #52, which would be located near the Fort Bend Parkway; as well as the design of the existing Neill Elementary School located in Richmond within the Harvest Green subdivision. The model school sites are designed as two-story buildings of approximately 127,544 square feet to accommodate 1,000 students.

Conformance with the 2017 Comprehensive Plan: The proposed amendment is in conformance with the following portions of the 2017 Comprehensive Plan Overall Goal Statement:

- Goal 1.3: A more cohesive city. Build upon public and private, intergovernmental and institutional, private sector and non-profit partnerships.

Conformance with the Future Land Use Plan: The Future Land Use Plan identifies the subject tract as suburban residential reflecting the suburban character.

Suburban character is summarized as follows:

This designation is for areas where both residential and commercial development forms result in a more green, open feel compared to more intensively developed areas where buildings, parking areas, and other improvements cover more of their sites. In Suburban Residential areas, there is more separation between homes (whether through larger minimum lot sizes or setbacks), and the intervening spaces are devoted more to trees and vegetation than paved surfaces. ...The predominance of "green" versus "gray" is also necessary for commercial

development to achieve a Suburban character (usually through application of site and building design standards). Suburban commercial development is appropriate for office, retail and service uses abutting residential neighborhoods (subject to scale limitations and “residential in appearance” design standards) and in other areas where the community’s image and aesthetic value is to be promoted, such as at gateways and along high profile corridors.

Staff recommended: Approve the SUP to allow for a places of assembly and the location of the proposed FBISD elementary school. As the city and overall community have continued to experience sustained growth, FBISD has worked with developers and the city to anticipate possible school site locations in high growth areas. This proposed site is along a corridor that has developed with other civic and religious based uses and a school site would serve as a compatible transition from the more intense Highway 6 retail uses into the residential uses surrounding the subject site.

An update to the Future Land Use Plan should change the site’s designation to CF, community facilities to reflect the educational use, if the SUP is approved.

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

B. Height and area requirements. The height and area regulations for SD, suburban district, contained in Section 7.1, City of Missouri City Zoning Ordinance should apply.

This proposed school site is modeled after 2 other school site designs and is proposed to be a two-story building of approximately 127,544 square feet to accommodate 1,000 students.

A site plan of the proposed elementary school site #53 has been provided and shows the overall building layout; associated recreational and educational uses.

Based on the proposed building design and layout, the height and area regulations of the SD district would be suitable. The SD district allows for a maximum height not to exceed 3½ stories; a front and rear yard of not less than 25 feet; and side yards of not less than 10 feet or 15 feet where abutting a street.

C. Exterior lighting regulations.

Staff recommended: Exterior lighting should be shielded to prohibit illumination at the boundary of an adjacent residential use in excess of 0.25 foot-candle of average general light overflow or 0.50 foot-candle at any point on such boundary.

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

- D. Architectural standards.** Except as provided herein, all buildings and structures should be constructed in accordance with Section 7A, Architectural design standards, City of Missouri City Zoning Ordinance, except as prohibited by Title 10, of Subtitle Z, of Chapter 3000, of the Texas Government Code.

The applicant has submitted proposed material and colors for the main school building. The design is similar to the proposed Elementary #52, which would be located near the Fort Bend Parkway as well as the existing Neill Elementary School. The design includes the incorporation of brick and stone veneers in muted, earth tone colors.

The submitted site plan shows the possible future location of portable buildings. Most of the FBISD school sites incorporate this design into a campus layout.

Section 7A.3.7. prohibits temporary buildings, other than construction trailers.

Staff recommended: To approve the location of portable buildings, as shown on the site plan. The proposed location is to the rear of the main building and would generally not be visible from the public right-of-way. The location would be similar to the placement of portable buildings on the adjacent Elkins High School campus.

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

- E. Ingress and egress.** All driveways and off-street parking areas, including locations, should comply with the Infrastructure Design Manual.

A Traffic Impact worksheet and a Level 3 Traffic Impact Analysis has been received by the city.

The Planning and Zoning Commission expressed concern regarding traffic circulation and roadway design resulting in congestion along Thompson Ferry Road and Knights Court. The Commission discussed the current situation as being driven primarily by traffic flowing to and from Elkins High School and what implications placing a second school site in this area would have on this situation. A Commissioner asked about any planned or proposed improvements in the area to address this concern.

- F. Parking regulations.** The parking regulations contained in Section 12, City of Missouri City Zoning Ordinance should apply.

The originally submitted site plan stated that parking requirements would be obtained from the applicable city ordinance.

Section 12.2. requires 1.25 parking spaces per classroom plus 0.25 per student of driving age, as applicable for elementary and secondary schools.

- G. Trash disposal regulations.** The trash disposal regulations contained in Section 9.14 and pertaining to nonresidential zones, City of Missouri City Zoning Ordinance should apply.

The submitted site plan shows a dumpster enclosure location to the side of the building, northeast of the visitor parking area. The applicant has provided details for the enclosure. The enclosure is proposed to be at a height of 7'4" and consist of brick to match the main building. The gates are proposed to be opaque, consisting of lumber pickets.

Section 9.14 requires that an enclosure have opaque metal gates in a color either matching that of the enclosure or the trim color.

Staff recommended: The requirements of Section 9.14 should apply. The applicant should revise this detail prior to the issuance of building permits.

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

- H. Utilities.** All utilities shall comply with the Infrastructure Design Manual.

The subject site is not located within a municipal utility district however is in proximity to infrastructure and services provided by Fort Bend County MUD #46. Annexation or a service agreement with a municipal utility district will be required prior to final plat approval.

The subject site is located within the Flat Bank Creek watershed. On-site drainage facilities are being proposed.

City staff has discussed with the applicant timing on the approval of a LOMR-F prior to the issuance of building permits.

- I. Sign regulations.** The sign regulations contained in Section 13 and pertaining to a nonresidential zoning district, City of Missouri City Zoning Ordinance should apply.

The applicant has not submitted proposed signage for the school site. However, other school sites have consisted of one or more monument signs with changeable messages, wall signs, and periodic temporary signs and conditionally exempt signs.

Staff recommended: The sign allowance for nonresidential zoning districts should apply to the subject school site instead of the SD regulations to allow the school site flexibility to provide messaging as needed with appropriate standards that would lessen possible intrusive impacts on surrounding uses.

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

J. Landscaping requirements. The landscaping regulations contained in Section 11, City of Missouri City Zoning Ordinance should apply.

At the time of the Commission's consideration, the applicant had not submitted a proposed landscape plan but had submitted a tree preservation plan showing the possible maintenance of a few existing, mature trees along the rear of the property.

The applicant has since provided a conceptual landscape plan to show the considerations for screening and buffering areas on the site including the off-street parking areas as well as the detention areas.

K. Sidewalks. Sidewalks shall be constructed in compliance with the Infrastructure Design Manual.

L. Platting. The site is required to be platted in conformance with Chapter 82, City Subdivision Ordinance, Missouri City Code of Ordinances.

M. Development Schedule. The applicant has provided a development schedule indicating that the anticipated completion of the school site is March 2022. The applicant and District representatives have further provided to city staff that this date is expected to be pushed back a year, into 2023.

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


**DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division**

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

APPLICATION FOR ZONING AMENDMENT

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

Application Type:

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

1. PROJECT NAME: 20-acre tract for Fort Bend ISD
2. ADDRESS OR PROPERTY DESCRIPTION: NE corner of Knights Court and Thomson Ferry Road
3. APPLICANT'S NAME: Austan Lupher, RPLS
MAILING ADDRESS: 24445 Tomball Parkway, Suite 200, Tomball, TX 77375
PHONE NO.: (281) 655-0634 EMAIL: ALupher@pape-dawson.com
4. STATUS OF APPLICANT (CIRCLE ONE): OWNER <u>AGENT</u> ATTORNEY TRUSTEE CORPORATION RELATIVE (IF OTHER THAN OWNER, SUBMIT WRITTEN AUTHORIZATION FROM OWNER WITH APPLICATION.)
5. PROPERTY OWNER: Fort Bend Independent School District
MAILING ADDRESS: 2323 Texas Parkway, Missouri City, TX 77489
PHONE NO.: (281) 634-5590 EMAIL: Carolina.Fuzetti@fortbendisd.com
6. EXISTING ZONING DISTRICT (CIRCLE ONE OR MORE): GENERAL: <u>SD</u> SUP PD RESIDENTIAL: R R-1 R-1-A R-2 R-3 R-4 R-5 R-6 MF-1 MF-2 MH NONRESIDENTIAL: LC LC-O LC-1 LC-2 LC-3 LC-4 BP I CF
7. PROPOSED ZONING DISTRICT AND REASONS FOR APPLICATION: Owner (FBISD) would like to propose an elementary school
8. TOTAL ACREAGE: 20-acre
9. CENTRAL APPRAISAL DISTRICT TAX IDENTIFICATION NUMBER(S) OF PROPERTY (ATTACH PAID TAX RECEIPTS): Account No: 0077-00-000-1411-907
10. DO DEED RESTRICTIONS OR RESTRICTIVE COVENANTS EXIST FOR THE PROPERTY? <input checked="" type="checkbox"/> YES See attached Conveyance <input type="checkbox"/> NO

Austan Lupher
Print Name of Applicant

Signature of Applicant

Fort Bend Independent School District
Print Name of Property Owner
DocuSigned by:
Carolina Fuzetti 8/7/2020 | 8:43:09 PDT
Signature of Property Owner, Agent or Attorney



Operations
Chief Operations Officer, Oscar Perez

August 4, 2020

Jennifer Thomas Gomez, AICP
1522 Texas Parkway
Missouri City, TX 77489

RE: FBISD Authorization letter

Missouri City Planning,

This is a letter of authorization by Fort Bend Independent School District per Oscar Perez, Chief Operations Officer. The letter authorizes Carolina Fuzetti, Executive Director of Design and Construction to act on the behalf of FBISD. She has the authority to act on the behalf of FBISD for the zoning, platting, permitting, and certificate of occupancy for the existing and new schools in the Missouri City jurisdiction.

Sincerely,

DocuSigned by:
8/4/2020
Oscar A. Perez
7EC211A3CAF543B...

Oscar Perez
Chief Operations Officer

CC: Carolina Fuzetti, Ashley Dixon, Bryan Ray



July 27, 2020

Ms. Jennifer Thomas Gomez
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

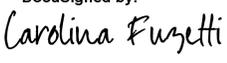
Re: Authorization for Plat and SUP for Elementary School 53

Dear Ms. Gomez:

We, Fort Bend ISD, hereby authorize Pape Dawson Engineers to submit the necessary documentation for a specific use permit amendment and plat application to City of Missouri City regarding Fort Bend ISD new elementary 53.

Should you have any questions or require additional information, please call Bryan Ray 281-327-7679.

Sincerely,

DocuSigned by:
 Carolina Fuzetti 7/28/2020 | 12:51:34 PDT
DEDC8F9420F44CC...
Carolina Fuzetti MS, PMP
Executive Director Design and Construction, FBISD





CREEKSTONE VILLAGE AT RIVERSTONE

COLONY LAKES

RPC Missouri City

Subject site

FBISD Elkins High School

STONEBROOK AT RIVERSTONE

Legend

-  City Limits Line.yr
-  Proposed FBISD school site

0 400 800 1,600 Feet

1 inch = 800 feet



COLONY LAKES

RPC
Missouri City

FBISD
Elkins
High School

STONEBROOK
AT RIVERSTONE

Legend
--- City Limits Line.lyr

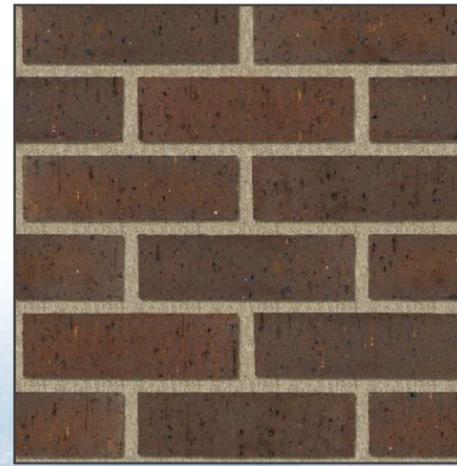
0 250 500 1,000 Feet
1 inch = 500 feet



STONE
Dakota Chopped Limestone



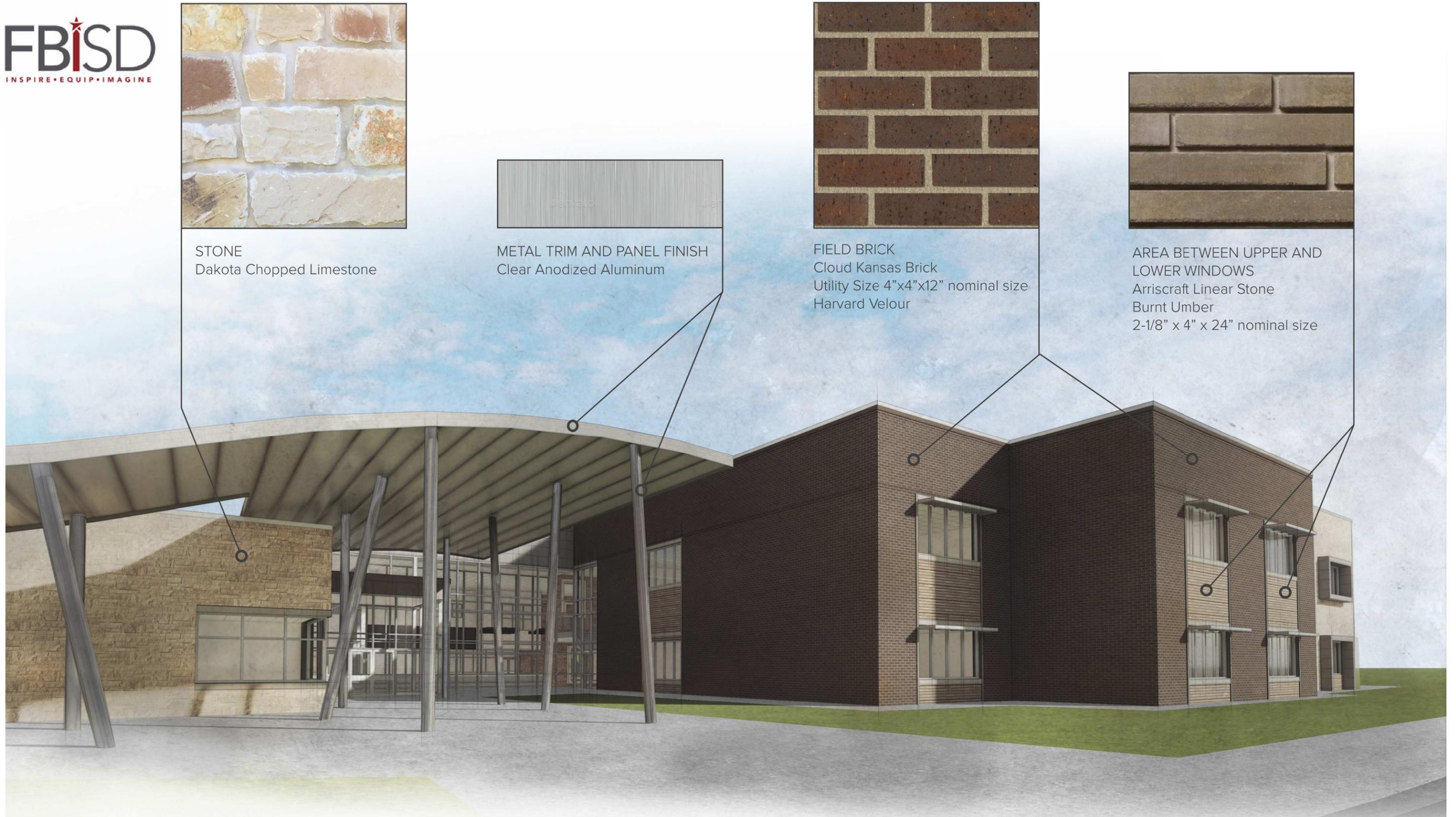
METAL TRIM AND PANEL FINISH
Clear Anodized Aluminum



FIELD BRICK
Cloud Kansas Brick
Utility Size 4"x4"x12" nominal size
Harvard Velour



AREA BETWEEN UPPER AND
LOWER WINDOWS
Arriscraft Linear Stone
Burnt Umber
2-1/8" x 4" x 24" nominal size



August 19, 2020 - FB Independent



City of Missouri City

NOTICE OF MEETING

LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Tuesday, September 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 City Council and the public may not be allowed to be physically present at this hearing.

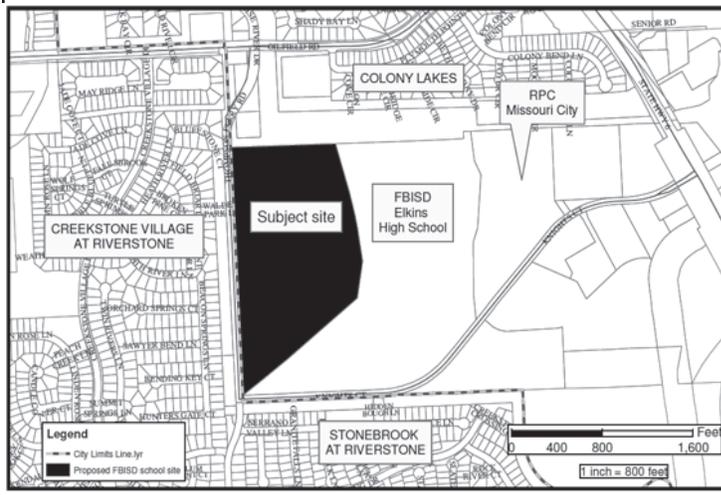
The City may be using a telephone/video conferencing tool to make the hearing available to City Council and the public. On the date and at the time provided, the public may access the livestream of the meeting by the following link: <https://www.missouricitytx.gov/780/MCTV>. A telephone number for the 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 Bryan Sheppard, Pape-Dawson Engineers, seeking a SUP, Specific Use Permit to allow for the location of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; 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: The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of FBISD Elkins High School and east of Creekstone Village at Riverstone.

SITE LEGAL DESCRIPTION: The subject site can be described as being a 20 acre tract of land, being a portion of a called 41.052 acre tract of land conveyed to FPL Real Estate LTD, as described in a deed recorded in Clerk's File No. 2000014020 in the Official Public Records of Fort Bend County, Texas, also being a portion of Restricted Reserve "A" of Frost Ranch Site Subdivision as recorded in Slide No. 1987A and 1988A in the Plat Records of Fort Bend County, situated in the Elijah Roark Survey, A-77, Fort Bend County, Texas.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.





DEVELOPMENT SERVICES - PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

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

DATE OF NOTICE: July 31, 2020

LOCATION/DATE: The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, August 12, 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 the Planning and Zoning 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.

PURPOSE: To receive comments for or against a request by Bryan Sheppard, Pape-Dawson Engineers, seeking a SUP, Specific Use Permit to allow for the location of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; 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: The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of FBISD Elkins High School and east of Creekstone Village at Riverstone.

SITE LEGAL DESCRIPTION: The subject site can be described as being a 20 acre tract of land, being a portion of a called 41.052 acre tract of land conveyed to FPL Real Estate LTD, as described in a deed recorded in Clerk's File No. 2000014020 in the Official Public Records of Fort Bend County, Texas, also being a portion of Restricted Reserve "A" of Frost Ranch Site Subdivision as recorded in Slide No. 1987A and 1988A in the Plat Records of Fort Bend County, situated in the Elijah Roark Survey, A-77, Fort Bend County, Texas.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

July 31, 2020

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, August 12, 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 the Planning and Zoning 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.

To receive comments for or against a request by Bryan Sheppard, Pape-Dawson Engineers, seeking a SUP, Specific Use Permit to allow for the location of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; 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.

This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

___ I/We protest this proposed rezoning because

___ I/We support this proposed rezoning because

Sincerely,

Signature _____ Print Name _____

Street Address _____ Subdivision _____

Phone Number _____ Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
Email: 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 _____

Mailing labels for adjoining property owners

FPL Real Estate Ltd
2930 Revere ST STE 300
Houston, TX 77098-5607

FT Bend ISD
c/o Tax Office PO Box 1004
Sugar Land, TX 77487-1004

Fort Bend County Municipal Utility
District # 46
c/o Coats, Rose, Yale, Ryman & Lee PC
3 Greenway PLZ

Ft Bend MUD #46
3 E GREENWAY PLZ STE 2000
HOUSTON, TX 77046-0307

Riverstone Homeowners Association
Inc
18353 University BLVD
Sugar Land, TX 77479-3724

FBISD
c/o Max Cleland
16431 Lexington Blvd
Sugar Land, TX 77479

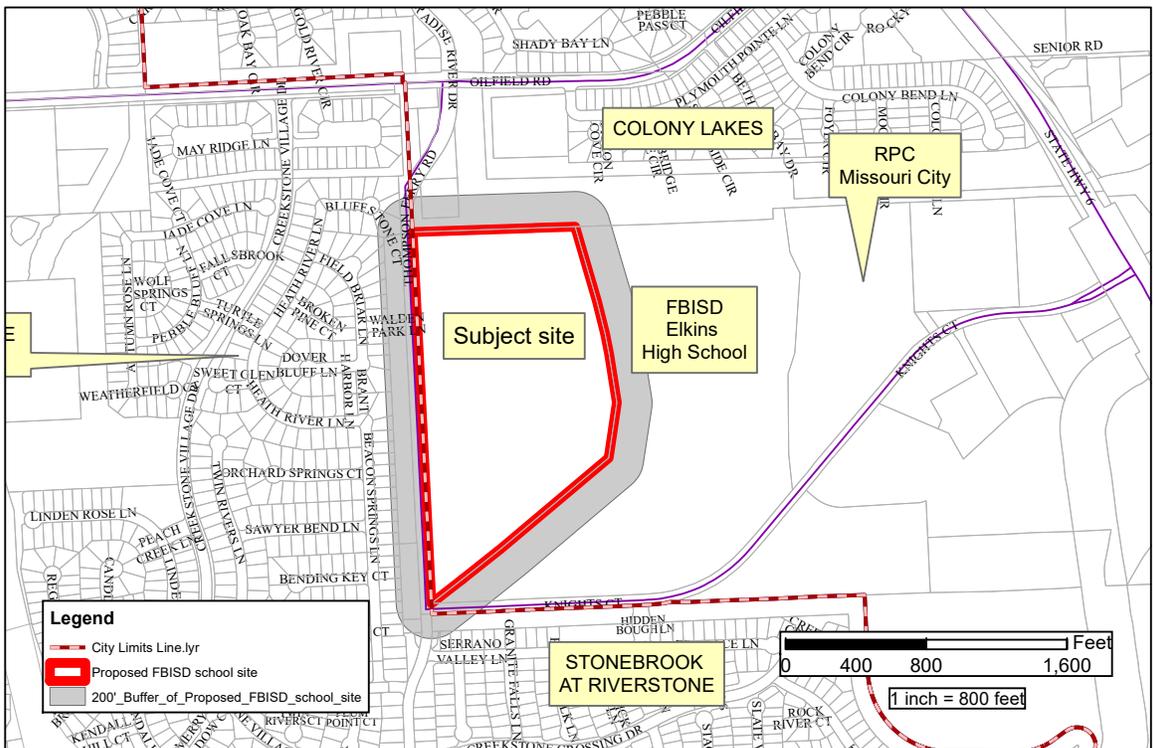
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: FBISD Elementary School #53 (20-acre tract)
City Council First Reading: September 8, 2020

Protest Letters Received

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
None		
Total Area Represented by Protest(s):		-
Total Land Area <i>Including</i> Subject Site:		2,133,935.79
Subject Site <i>Only</i> Land Area:		871,200.00
Total Land Area <i>Only Within 200 Feet</i> of Subject Site:		1,262,735.79
Protest(s) Percentage of Land Area Within 200 Feet:		0%

Note: A total of 0 letters of support and 0 letters of protest has been received for the application request as of September 2, 2020.





CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Items: 7(b)(1) Public hearing to receive comments for or against TIRZ 2 Term Extension Ordinance and Hearing.
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Public hearing to receive comments for or against TIRZ 2 Term Extension Ordinance and Hearing.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Grow business investments in Missouri City
- Have quality development through buildout

BACKGROUND

The City has been working with the NewQuest Properties on the development Fort Bend Town Center II at the intersection of Fort Bend Toll Road and Highway 6 for nearly two years. The city, the TIRZ and developer have entered into a number of related incentive agreements in furtherance of this project. As a part of this effort the city and developer anticipated modifying the existing TIRZ project plan and plan of finance as well as extending the life of the TIRZ until 2049. Fort Bend County and the board of TIRZ #2 have already taken their necessary actions to approve amendments to the project plan and plan of finance as we as extend the life of the TIRZ.

The city is required to hold a public hearing as a part of their approval of amending the project plan and plan of finance as well as extending the life of the TIRZ. The purpose of this agenda item is to hold the required public hearing relating to the extension of the life of the TIRZ and consider approval of the ordinance.

BUDGET/FISCAL ANALYSIS

During FY 2020 (as of September 1, 2020), TIRZ 2 received \$2,775,721 in tax increment revenue. This includes \$769,201 from Fort Bend County and \$2,006,521 from the City of Missouri City. Assuming assessed values and tax rates remain the same throughout the life of the TIRZ, the 20-year period covered by the extension will provide at least \$55 million in tax increment revenue to be utilized within the zone.

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

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Staff recommends holding a public hearing and approval of ordinance extending the life of TIRZ #2 until 2049

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Odis Jones, City Manager

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, EXTENDING THE TERM OF REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; 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 Two, City of Missouri City, Texas (the "Zone") by Ordinance No. O-99-43, adopted on August 2, 1999; and

WHEREAS, Ordinance No. O-99-43 provides that the Zone will terminate on December 31, 2029; and

WHEREAS, the City may extend the term of the Zone pursuant to Section 311.007 of the Texas Tax Code; and

WHEREAS, on August 10, 2020, the Board of Directors for the Zone met and recommended approving agreements that contemplate the extension of the term of the Zone; and

WHEREAS, the City Council finds that extending the term of the Zone is in the best interest of the Zone and will provide sufficient time for the completion and financing of the improvements proposed in the Zone's project plan and financing plan (the "Plan"); and

WHEREAS, after public notice thereof was given in accordance with the law, on September 8, 2020, the City Council conducted a public hearing, at which property owners and other interested persons were allowed to speak, on the extension of the term of the Zone; and

WHEREAS, evidence was received and presented at the public hearing on extending the term of the Zone; and

WHEREAS, the City Council further finds that extending the term of the Zone is in accordance with Chapter 311 of the Texas Tax Code and the Zone's plan; and

WHEREAS, the City now desires to extend the term of the Zone; now, therefore,

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

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 City, acting under and in accordance with the provisions of Chapter 311, Texas Tax Code, including Section 311.007, hereby extends the term of Reinvestment Zone Number Two, City of Missouri City, Texas, to December 31, 2049.

Section 3. The term of the Zone shall be extended as of the effective date of this Ordinance.

Section 4. *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 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.

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 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, during which time, 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 8th day of September, 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



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Items: 7(b)(2) Public hearing to receive comments for or against TIRZ 2 Project Plan Amendment Ordinance and Hearing
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Public hearing to receive comments for or against TIRZ 2 Project Plan Amendment Ord and Hearing.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Grow business investments in Missouri City
- Have quality development through buildout

BACKGROUND

The City has been working with the NewQuest Properties on the development Fort Bend Town Center II at the intersection of Fort Bend Toll Road and Highway 6 for nearly two years. The city, the TIRZ and developer have entered into a number of related incentive agreements in furtherance of this project. As a part of this effort the city and developer anticipated modifying the existing TIRZ project plan and plan of finance as well as extending the life of the TIRZ until 2049. Fort Bend County and the board of TIRZ #2 have already taken their necessary actions to approve amendments to the project plan and plan of finance as we as extend the life of the TIRZ.

The city is required to hold a public hearing as a part of their approval of amending the project plan and plan of finance as well as extending the life of the TIRZ. The purpose of this agenda item is to hold the required public hearing relating to the amendment to the TIRZ project plan and plan of finance and consider approval of the associated ordinance.

BUDGET/FISCAL ANALYSIS

During FY 2020 (as of September 1, 2020), TIRZ 2 received \$2,775,721 in tax increment revenue. This includes \$769,201 from Fort Bend County and \$2,006,521 from the City of Missouri City. Assuming assessed values and tax rates remain the same throughout the life of the TIRZ, the 20-year period covered by the extension will provide at least \$55 million in tax increment revenue to be utilized for projects included in the zone's project plan.

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

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Staff recommends holding a public hearing and approving amendment to the TIRZ #2 project plan and plan of finance

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Odis Jones, City Manager

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SECOND AMENDED AND RESTATED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, 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-99-43, adopted on August 2, 1999; 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-99-49, adopted on August 16, 1999; 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-08-47, adopted on August 18, 2008; and

WHEREAS, on August 10, 2020, the Board of Directors of the Zone adopted the Second Amended and Restated Plan for the Zone (the “Second Amended and Restated Plan”) and recommended the approval of the Second Amended and Restated Plan by the 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 Amended and Restated Plan, 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 Amended and Restated Plan; 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 Amended and Restated Plan shown as Exhibit "A" attached hereto. The Second Amended and Restated Plan 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 Amended and Restated Plan.

Section 3. The City Secretary is directed to provide copies of the Second Amended and Restated Plan to each taxing unit levying ad valorem taxes in Reinvestment Zone Number Two.

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 8th day of September, 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"

REINVESTMENT ZONE NUMBER TWO,
CITY OF MISSOURI CITY, TEXAS

SECOND AMENDED AND RESTATED PROJECT

PLAN
AND

REINVESTMENT ZONE FINANCING PLAN

August 10, 2020

1999 Plan Prepared by:
Hawes Hill Calderon, LLP
Staff of the City of Missouri City

Executive Summary

This Second Amended and Restated Project Plan and Reinvestment Zone Financing Plan (the "Plan") has been prepared to provide for the proposed extension of the duration of Reinvestment Zone Number Two, City of Missouri City, Texas (the "Zone"), and to address future development that may be located in the Zone. The Zone includes areas slated for future commercial development along State Highway 6 in order to assist those areas with public infrastructure costs.



The plan adopted in 1999 is contained within this amended plan. If an extension of the Zone is authorized, the Zone will terminate in 2049. The City of Missouri City currently participates at 100% of its tax rate for the full term of the Zone, and Fort Bend County participates at 50% of a portion of its tax rate until termination. The Fort Bend Independent School District does not currently participate in the Zone, but FBISD has been included in the Plan should it desire to participate in the future.

PROJECT PLAN

OVERVIEW

The City of Missouri City created Reinvestment Zone Number Two, City of Missouri City, Texas (Vicksburg Reinvestment Zone - the "Zone"). This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of regional water, wastewater, drainage facilities and other specific public improvement project costs in order to facilitate the development of new residential and commercial properties where such infrastructure is absent and where residential and commercial development would not occur "but for" the creation of such a zone.

Based on the City's analysis, the Zone meets the criteria for designation as a tax increment reinvestment zone, under Chapter 311, Texas Tax Code. Use of a zone for the Zone's projects will help to level the playing field with extraterritorial ("ETJ") MUDs and will encourage in-fill growth within the City's fringe areas, for the reasons listed below:

- If the City fails to provide alternative infrastructure financing, it will continue to lose growth in the tax base it would otherwise enjoy; and
- Parts of the Zone consist of predominantly vacant and open property and are void of any substantial supporting infrastructure that would support development in the area.

The property in the Zone will not reach its highest and best use because of the above prevailing conditions. The City believes that a public/private partnership is necessary because development in the Zone will not occur through private investment in the reasonably foreseeable future without the funding options afforded by the Zone.

Creation of the Zone accommodates and promotes long-term comprehensive and regional infrastructure planning that will affect a much larger area than property located within the Zone.

In addition, the Zone can assist the city to promote and affect long-term comprehensive regional urban/land planning. This master plan concept would facilitate a higher and better use of the land through planned development resulting in higher property values and higher tax revenues on an accelerated basis.

ZONE AREA

The City of Missouri City enlarged the Zone in 2004 by Ordinance No. O-04-46, in 2005 by Ordinance No. O-05-39, in 2008 by Ordinance No. O-08-47, and in 2011 by Ordinance No. O-11-10 in accordance with Chapter 311, Texas Tax Code (the "Enlargement Area").

Exhibit "A"

OVERVIEW OF NEW PROJECT

With the proposed extension of the Zone until 2049, the Zone intends to provide reimbursement opportunities for the development of public infrastructure for commercial developments, such as the Fort Bend Parkway – Highway 6 Theater and Retail Center (the “FBP Project”).

EXISTING USES AND CONDITIONS

The Zone includes approximately 2,412 acres. Parts of the Zone are vacant and open property and are void of any substantial supporting infrastructure that would support development in the area.

The boundaries of the Zone are shown on the attached map. The Zone encompasses the north and south sides of Highway 6, with a majority of the land being on the north side. The Zone also encompasses the Fort Bend Toll Road.

MAPS

Map 1 - Initial boundary of the Zone

Map 2 - Initial existing uses and conditions of the property located within the Zone

Map 3 - Initial proposed land uses within the Zone

Map 4 - Initial proposed public improvements to the property within the Zone

Map 1.A - 2008 boundaries of the Zone

Map 2.A - Enlargement Area

Map 3.A - 2008 land use of the property within the Zone

Map 4.A - Proposed land uses within the Zone in 2008

Map 1.B - Current 2020 boundary of the Zone

Map 2.B - Current 2020 existing uses and conditions of the property located within the Zone

Map 3.B - Proposed land uses within the Zone

Map 4.B - Proposed public improvements to the FBP Project property within the Zone

Exhibit "A"

I. PROPOSED CHANGES OF ZONING ORDINANCES , THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction shall be done in conformance with existing building code regulations of the City of Missouri City. There are no proposed changes of any city ordinance, master plan, or building codes.

II. LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development items that will be funded by a Public Improvement District (PID) and the Developer for which no tax increment reimbursement is expected. These non- project development items and their associated costs are shown in Table A, A.1, A.2. The FBP Project will not receive PID funding.

Table A
Non-Project Costs Through 2008

Non-Project Items	Estimated Cost
PID COSTS	
Water, Wastewater, Storm Sewer	\$18,400,000
Detention	2,600,000
Public Entryways	600,000
Landscape/Streetscape	750,000
Sub-total PID Costs	\$22,350,000
Developers	
Street Paving	\$7,360,000
Development Costs	920,000
Design & Contingency	1,840,000
Fees	650,000
Sub-total Developer Costs	\$10,770,000
Total Non- Project Costs	\$33,120,000

Exhibit "A"

Table A.1
Enlargement Area Non-Project Costs

Non-Project Items	Estimated Cost
PID COSTS	
Water, Wastewater, Storm Sewer Detention	\$6,080,000
Engineering and Contingency	1,216,000
Capacity Charges	1,920,000
Sub-total PID Costs	\$9,216,000
Developers	
Street Paving	\$5,120,000
Landscaping	600,000
Design & Contingency	1,144,000
Sub-total Developer Costs	\$6,864,000
Total Non- Project Costs	\$16,080,000

Table A.2
FBP Project Non-Project Costs

Non-Project Items	Estimated Cost
PID COSTS	
N/A	
Sub-total PID Costs	\$0
Developer	
Civil Design Fees, Geotechnical, Materials Testing, and Engineering	\$767,637
Legal	65,000
Consulting	75,000
Financial Advising	10,000
Easements and Right of Way Dedication	400,000
Sub-total Developer Costs	\$1,317,617
Total Non- Project Costs	\$1,317,617

Exhibit "A"

III. STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED
AS A RESULT OF IMPLEMENTING THE PLAN

The subject property is vacant and there will be no displacement of residents.

REINVESTMENT ZONE FINANCING PLAN

- I. A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table B lists the initial estimated project costs for the Zone. It is anticipated that the Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements and other documentation between the Developers, the City, the Development Authority and the Zone.

It is anticipated that the total project costs will include financing costs associated with the projects. Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget.

It was initially anticipated that the Fort Bend Independent School District (the "District") would expend approximately \$106 million for education related project costs.

TABLE B
Initial Estimated Zone Project Costs

Non – Education Project Items	Estimated Costs
Public Works To Support Business Development	
Water Sewage and Drainage	
Paving and Sidewalks	\$9,585, 000
Street Lighting	6,390,000
Landscape/Streetscape	250,000
Related Improvements	1,200,000
Engineering Design & Contingency	1,742,000
	2,400,000
Sub-total	\$21,567,000
Trammel- Fresno (Hillcroft to City Limits)	
Water Sewer and Drainage	\$1,159,000
Paving and Sidewalks	1,357,000
Street Lighting	32,000
Landscape/ Streetscape	139,000
Related Improvements	63,000
Engineering Design & Contingency	687,000
Sub-total	\$3,437,000
Hillcroft Extension (To Lake Olympia Parkway)	
Water Sewer and Drainage	\$623,000
Paving and Sidewalks	810,000
Street Lighting	17,000

Exhibit "A"

Landscape/Streetscape	74,000
Related Improvements	62,000
Engineering Design & Contingency	476,000
Sub-Total	\$2,062,000
Lake Olympia Parkway Extension (Village Brook to Proposed Tollway)	
Water Sewer and Drainage	\$775,000
Paving and Sidewalks	1,008,000
Street Lighting	22,000
Landscape/Streetscape	93,000
Related Improvements	67,000
Engineering Design & Contingency	732,000
Sub-Total	\$2,697,000
Business Park Road (Hillcroft to Proposed FT. Bend Tollway)	
Water Sewer and Drainage	
Paving and Sidewalks	\$643,000
Street Lighting	731,000
Landscape/Streetscape	18,000
Related Improvements	77,000
Engineering Design & Contingency	46,000
Sub-Total	379,000
	\$1,894,000
Connector to Highway 6	
Water Sewer and Drainage	\$367,000
Paving and Sidewalks	452,000
Street Lighting	10,000
Landscape/Streetscape	41,000
Related Improvements	48,000
Engineering Design & Contingency	382,000
Sub-Total	\$1,300,000
Other Project Costs	
Financing Costs	\$37,901,000
Creation and Administration Costs for the Life of the Zone	162,000
Sub-Total	\$38,063,000
Total	\$70,858,000

<u>Education Project Items</u>	<u>Estimated Costs</u>
Costs associated with the construction, reconstruction, repair or renovation of educational facilities	\$106,009, 865
TOTAL	\$106,009, 865

Exhibit "A"

I.A A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ENLARGEMENT AREA

Table B.1 lists the estimated project costs for the Enlargement Area. It is anticipated that developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements and other documentation between the developers, the City, the Development Authority and the Zone.

It is anticipated that the total project costs will include financing costs associated with the projects. Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget.

It was anticipated that the District would expend approximately \$23.7 million for education related project costs. The District would retain that portion of its tax rate levied for debt service.

TABLE B.1
Estimated Zone Project Costs for the Enlargement Area

Non- Education Project Items	Estimated Cost
Public Works To Support Business Development	
Water Sewage and Drainage	\$2,355,612
Thoroughfare Paving	640,036
Landscape/Streetscape	250,000
Engineering Design & Contingency	649,130
Capacity Charges	1,931,338
Sub-Total	\$5,826,116
Other Project Costs	
Financing Costs	\$6,292,205
Creation and Administration Costs for the Life of the Zone	100,000
Sub-Total	\$6,392,205
TOTAL	\$12,218,321
Education Project Items	Estimated Cost
Costs associated with the construction, reconstruction, repair or renovation of educational facilities	\$23,729,648
TOTAL	\$23,729,648

Exhibit "A"

I.B A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS FOR THE FBP PROJECT

Table B.2 lists the estimated project costs for the FBP Project. It is anticipated that Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements between the developers, the City, the Development Authority and the Zone.

Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget for the FBP Project.

It is anticipated that the District will not expend any funds for education related project costs.

TABLE B.2
Estimated Zone Project Costs for the Fort Bend Parkway – Highway 6 Theater and Retail Center Project (“FBP Project”)

Non- Education Project Items	Estimated Cost
Public Works To Support Business Development	
Public Water, Fire Loop for Public Infrastructure, Sanitary Sewer, And Drainage Related Items	\$2,650,547
Thoroughfare Paving and Access Drives to Public Facilities	420,000
Engineering Design, Materials Inspection, & Construction Services	767,637
Capacity Charges	800,000
Sub-Total	\$4,638,184 ¹

II. THE INITIAL ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The initial estimated amount of bonded indebtedness to be incurred by the Zone, including both principal and interest, was approximately \$70.9 million.

¹ The estimated public construction costs for the FBP Project exceed the maximum amount authorized by the City for reimbursement. Notwithstanding the actual amount of the cost for public construction, the maximum amount that may be provided by the City and the Zone shall be the amount set forth in a separate agreement between the developer, the City, the Development Authority, and the Zone.

Reinvestment Zone Number Two Project Plan and Reinvestment Zone Financing Plan
Hawes Hill & Associates, ILP
August 9, 1999
Amended May 16, 2006; August 18, 2008; and August 10, 2020

Exhibit "A"

II.A. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED FOR THE ENLARGEMENT AREA

The estimated amount of bonded indebtedness to be incurred by the Zone for the Enlargement Area, including both principal and interest, was approximately \$12.2 million.

II.B THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED FOR THE FBP PROJECT

The estimated amount of bonded indebtedness to be incurred by the Zone for the FBP Project, including both principal, and, if applicable, interest, is approximately \$0. The Zone and the City intend to reimburse the developer utilizing a combination of sales tax revenue and the Zone's net tax increment (the annual collections of the tax increment attributable to the Project, less any amount from an existing tenant or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve) attributable to the Project as funds become available.

III. THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

The time when related costs or monetary obligations are to be incurred is a function of the availability of Zone revenues. Schedule B shows the time when Zone funds are expected to be available to pay project costs for initial Zone projects. Schedule B.1 shows the time when Zone funds are expected to be available to pay project costs for the Enlargement Area. Schedule B.2 shows the time when Zone funds are expected to be available to pay project costs for the FBP Project.

IV. 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

A. Description of the Methods of Financing

In accordance with 311.015 of the Tax Increment Financing Act (the "Act") , the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone. Upon creation of a Development Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs outlined in this Plan. When appropriate, Developers will advance project-related costs and may be reimbursed through the issuance of tax increment bonds or from increment revenues of the Zone.

Exhibit "A"

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone's bonds. This approach protects the City and other taxing jurisdictions from development financing risks.

B. Initial Expected Sources of Revenue to Finance or Pay Project Costs

It is projected that the initial development projects identified in this Plan will increase taxable property values in the Zone by approximately \$700,000,000. Schedule A lists the expected sources of appraised value to finance or pay initial project costs in the Zone.

Table C
Percentage of Increment Dedicated to the Zone

TAXING UNIT PARTICIPATION	CURRENT TAX RATE	% OF
Missouri City	\$0.55238/\$100 valuation	100%
Fort Bend County	\$0.62410/ \$100 valuation	100%
Fort Bend I.S.D.	\$1.32700/\$100 valuation	100% of M&O Rate

C. Expected Sources of Revenue to Finance or Pay Projecy Costs For the Enlargement Area

It is projected that development projects identified in this Plan located within the Enlargement Area will increase taxable property values in the Zone by approximately \$142,000,000. Schedule A.1 lists the expected sources of appraised value to finance or pay project costs in the Enlargement Area.

Table C.1
Percentage of Increment Dedicated to the Enlargement Area

TAXING UNIT	CURRENT TAX RATE	% OF PARTICIPATION
Missouri City	\$0.49800/\$100 valuation	100 %
Fort Bend County	\$0.51674/\$100 valuation	100% for 7 years/50% for 15 years
Fort Bend I.S.D.	\$1.50000/\$100 valuation	100% of M&O Rate

D. Expected Sources of Revenue to Finance or Pay Projecy Costs For the FBP Project

It is projected that the FBP Project will increase taxable property values in the Zone by approximately \$54,385,745 by 2030. Schedule A.2 lists the expected sources of appraised value to finance or pay project costs for the FBP Project.

Exhibit "A"

Table C.2
Percentage of Increment Dedicated to the FBP Project

TAXING UNIT	CURRENT TAX RATE	% OF PARTICIPATION
Missouri City	\$0.63000/\$100 valuation	100%
Fort Bend County	\$0.18650/ \$100 valuation	50%

Tax Increment Fund

The City will create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as authorized by subsequent ordinances. A separate sub-account may be created for the property of each Developer. All tax increments, as described by applicable contracts, from a Developer's property will be deposited in the related sub-account of the Tax Increment Fund. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Missouri City and shall be secured in the manner prescribed by law for the funds of Texas cities. The annual tax increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311, Texas Tax Code, of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the tax increment pursuant to Chapter 311, Texas Tax Code, or applicable agreements.

All revenues from the sale of any tax increment bonds, notes, or other obligations hereafter issued by the City for the benefit of the Zone, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Tax Increment revenues derived from a Developer's property and proceeds of bonds issued to reimburse a Developer will be deposited to the related account in the Tax Increment Fund. Prior to termination of the Zone, money shall be disbursed from each account within the Tax Increment Fund in accordance with Chapter 311, Texas Tax Code.

V. THE TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE

A. Total Appraised Value of Initial Taxable Real Property

The total appraised value of taxable real property in the Zone at the Zone's inception was \$2,474,190.

B. Total Appraised Value of Taxable Real Property in the Enlargement Area

The total appraised value of taxable real property in the Enlargement Area was \$3,875,220 when such land was added to the Zone.

Exhibit "A"

C. Total Appraised Value of Taxable Real Property for the FBP Project

The current total appraised value of taxable real property for the FBP Project is \$5,086,670.

VI. THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

Schedules A and B show the estimated initial annual captured appraised value of the Zone and the expected revenue during each year of its existence. Schedules A.1 and B.1 show the estimated annual captured appraised value of the Enlargement Area and the expected revenue during each year of its existence. Schedules A.2 and B.2 show the estimated annual captured appraised value of the FBP Project in the Zone and the expected revenue during each year of its existence.

VII. DURATION OF THE ZONE

The Zone took effect upon creation by City Council on August 2, 1999, and termination of the operation of the Zone shall occur on December 31, 2029, or, if extended, 2049. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes, or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

SCHEDULES

Initial Plan Schedules

SCHEDULE A	BUILDOUT AND ASSESSED VALUATION
SCHEDULE B	REVENUE SCHEDULE
SCHEDULE C	FBISD PRESENT VALUE OF SCHOOL TIRZ CASH FLOW

Schedule for Enlargement Area

Schedule A.1	BUILDOUT SCHEDULE
Schedule B.1	ASSESSED VALUATIONS
Schedule C.1	REVENUE SCHEDULE

Schedule for FBP Project

Schedule A.2 and B.2	BUILDOUT AND ASSESSED VALUATION
Schedule C.2	REVENUE SCHEDULE

Exhibit "A"

Schedule A
Proposed Reinvestment Zone Number Two Assessed Valuations

Tax Roll Jan 1	Residential Incremental Assessed Valuation	City/County/ FBISD Cumulative Incremental Assessed Valuation	County 20% Homestead Exemption	FBISD \$15,000 Homestead Exemption	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption			Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
							Number of Eligible Homes (1)	City Exemption Amount (2)	County Exemption Amount (3)				
2000													
2001	21,025,000	21,025,000	(4,205,000)	(2,175,000)	145	145	7	(108,750)	(725,000)		\$ 20,916,250	\$ 16,095,000	\$ 18,850,000
2002	36,250,000	57,275,000	(11,455,000)	(5,925,000)	250	395	20	(296,250)	(1,975,000)		\$ 56,978,750	\$ 43,845,000	\$ 51,350,000
2003	36,250,000	93,525,000	(18,705,000)	(9,875,000)	250	645	32	(483,750)	(3,225,000)	17,750,000	\$ 110,791,250	\$ 71,595,000	\$ 101,600,000
2004	36,250,000	129,775,000	(25,955,000)	(13,426,000)	250	895	45	(871,250)	(4,476,000)	35,500,000	\$ 184,803,750	\$ 99,345,000	\$ 151,850,000
2005	36,250,000	166,025,000	(33,205,000)	(17,175,000)	250	1,145	57	(858,750)	(5,725,000)	53,250,000	\$ 218,418,250	\$ 127,095,000	\$ 202,100,000
2006	36,250,000	202,275,000	(40,455,000)	(20,925,000)	250	1,395	70	(1,046,250)	(6,976,000)	71,000,000	\$ 272,228,750	\$ 154,845,000	\$ 252,350,000
2007	36,250,000	238,525,000	(47,705,000)	(24,675,000)	250	1,645	82	(1,233,750)	(8,225,000)	88,750,000	\$ 326,041,250	\$ 182,595,000	\$ 302,600,000
2008	36,250,000	274,775,000	(54,955,000)	(28,425,000)	250	1,895	95	(1,421,250)	(9,476,000)	106,500,000	\$ 379,853,750	\$ 210,345,000	\$ 352,850,000
2009	36,250,000	311,025,000	(62,205,000)	(32,175,000)	250	2,145	107	(1,808,750)	(10,725,000)	124,250,000	\$ 433,668,250	\$ 238,095,000	\$ 403,100,000
2010	36,250,000	347,275,000	(69,455,000)	(36,925,000)	250	2,395	120	(1,796,250)	(11,975,000)	142,000,000	\$ 487,478,750	\$ 285,845,000	\$ 453,350,000
2011	34,510,000	381,785,000	(76,357,000)	(39,495,000)	238	2,633	132	(1,974,750)	(13,165,000)	159,750,000	\$ 539,560,250	\$ 292,263,000	\$ 502,040,000
2012								(1,974,750)	(13,165,000)	177,500,000	\$ 557,310,250	\$ 310,013,000	\$ 519,790,000
2013								(1,974,750)	(13,165,000)	195,250,000	\$ 575,060,250	\$ 327,763,000	\$ 537,540,000
2014								(1,974,750)	(13,165,000)	213,000,000	\$ 592,810,250	\$ 346,513,000	\$ 555,290,000
2015								(1,974,750)	(13,165,000)	230,750,000	\$ 610,560,250	\$ 363,263,000	\$ 573,040,000
2016								(1,974,750)	(13,165,000)	248,500,000	\$ 628,310,250	\$ 381,013,000	\$ 590,790,000
2017								(1,974,750)	(13,165,000)	266,250,000	\$ 646,060,250	\$ 398,763,000	\$ 608,540,000
2018								(1,974,750)	(13,165,000)	284,000,000	\$ 663,810,250	\$ 416,513,000	\$ 626,290,000
2019								(1,974,750)	(13,165,000)	301,750,000	\$ 681,560,250	\$ 434,263,000	\$ 644,040,000
2020								(1,974,750)	(13,165,000)	319,500,000	\$ 699,310,250	\$ 452,013,000	\$ 661,790,000
	381,785,000					2,633							

Exhibit "A"

Schedule B
Proposed Reinvestment Zone Number Two Revenue Schedule

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education FBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed Projects
2001	2002	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 115,637	\$ 100,449	\$ 108,067	\$ 142,072	\$ 324,053	\$ 324,053
2002	2003	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 314,739	\$ 273,637	\$ 294,390	\$ 387,026	\$ 882,785	\$ 1,206,819
2003	2004	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 611,989	\$ 446,824	\$ 582,473	\$ 785,759	\$ 1,641,286	\$ 2,848,104
2004	2005	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 909,238	\$ 620,012	\$ 870,556	\$ 1,144,493	\$ 2,399,806	\$ 5,247,911
2005	2006	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,206,468	\$ 793,200	\$ 1,158,839	\$ 1,523,228	\$ 3,158,327	\$ 8,406,238
2006	2007	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,503,737	\$ 966,368	\$ 1,446,723	\$ 1,901,962	\$ 3,916,847	\$ 12,323,085
2007	2008	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,800,987	\$ 1,139,575	\$ 1,734,806	\$ 2,280,698	\$ 4,675,368	\$ 16,998,453
2008	2009	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,098,236	\$ 1,312,783	\$ 2,022,889	\$ 2,659,430	\$ 5,433,886	\$ 22,432,341
2009	2010	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,395,486	\$ 1,485,951	\$ 2,310,972	\$ 3,038,165	\$ 6,192,409	\$ 28,624,750
2010	2011	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,692,735	\$ 1,659,139	\$ 2,599,058	\$ 3,416,899	\$ 6,950,929	\$ 35,575,679
2011	2012	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,990,423	\$ 1,824,013	\$ 2,676,195	\$ 3,783,875	\$ 7,662,632	\$ 43,258,311
2012	2013	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,078,470	\$ 1,934,791	\$ 2,979,956	\$ 3,917,857	\$ 7,993,218	\$ 51,251,529
2013	2014	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,176,618	\$ 2,046,589	\$ 3,081,717	\$ 4,061,439	\$ 8,303,804	\$ 59,555,332
2014	2015	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,274,665	\$ 2,156,347	\$ 3,183,478	\$ 4,165,221	\$ 8,614,389	\$ 68,169,722
2015	2016	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,372,613	\$ 2,267,124	\$ 3,285,238	\$ 4,319,002	\$ 8,924,975	\$ 77,094,697
2016	2017	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,470,660	\$ 2,377,902	\$ 3,386,999	\$ 4,462,784	\$ 9,236,561	\$ 86,330,258
2017	2018	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,568,708	\$ 2,488,680	\$ 3,488,760	\$ 4,586,566	\$ 9,546,147	\$ 95,876,406
2018	2019	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,666,755	\$ 2,599,468	\$ 3,590,621	\$ 4,720,348	\$ 9,856,733	\$ 105,733,139
2019	2020	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,764,803	\$ 2,710,235	\$ 3,692,281	\$ 4,854,129	\$ 10,167,319	\$ 115,900,458
2020	2021	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 126,378,363
2021	2022	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 136,856,266
2022	2023	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 147,334,174
2023	2024	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 157,812,079
2024	2025	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 168,289,984
2025	2026	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 178,767,889
2026	2027	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 189,245,794
2027	2028	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 199,723,699
2028	2029	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 210,201,605
2029	2030	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 220,679,510
						\$ 82,631,186	\$ 57,412,188	\$ 80,636,136	\$ 106,009,866	\$ 220,679,510	

1. Non-Ed. Refers to the revenue available to fund non-education project costs

Exhibit "A"

SCHEDULE C

FORT BEND I.S.D.—Present Value of School/TIRZ Cash Flow—Zone Two

Date	Local Maintenance \$1,3270	Present Value On 03.01.02	Non-Education Project Cost \$0,5733	Present Value On 03.01.02	Education Project Cost \$0,7537	Present Value On 03.01.02	Debt Service Tax Rate \$0,2500	Present Value On 03.01.02	Present Value Factor @ 6.2500%
03.01.02	250,139.50	250,139.50	108,087.05	108,087.05	142,072.45	142,072.45	47,125.00	47,125.00	1.0000000
03.01.03	681,414.50	641,331.29	294,389.55	277,072.52	387,024.95	364,258.76	128,375.00	120,823.53	0.9411786
03.01.04	1,348,232.00	1,194,281.63	582,472.80	515,982.07	785,759.20	678,319.57	254,000.00	224,898.54	0.8858131
03.01.05	2,015,049.50	1,679,959.85	870,556.05	725,786.23	1,144,483.45	954,171.62	379,825.00	316,485.63	0.8337066
03.01.06	2,661,867.00	2,104,386.99	1,158,639.30	909,143.63	1,523,227.70	1,196,223.38	505,250.00	398,451.98	0.7848649
03.01.07	3,348,684.50	2,473,030.87	1,446,722.56	1,068,416.43	1,901,961.95	1,404,814.45	630,875.00	485,906.34	0.7385082
03.01.08	4,015,902.00	2,791,040.99	1,734,805.80	1,205,805.42	2,280,696.20	1,586,236.56	758,500.00	525,817.82	0.6900685
03.01.09	4,662,318.50	3,083,080.94	2,022,869.05	1,323,334.07	2,659,430.45	1,738,748.88	862,125.00	577,088.75	0.6541803
03.01.10	5,349,137.00	3,293,456.82	2,310,972.30	1,422,863.47	3,038,164.70	1,870,585.15	1,007,750.00	620,470.73	0.6158991
03.01.11	6,015,954.55	3,486,134.17	2,599,035.55	1,508,104.53	3,416,899.00	1,990,029.85	1,133,375.00	658,789.81	0.5794816
03.01.12	6,662,070.32	3,633,456.33	2,876,185.32	1,569,751.39	3,783,675.00	2,063,703.94	1,256,100.00	684,524.41	0.5453643
03.01.13	6,887,813.07	3,540,628.85	2,979,958.07	1,529,948.12	3,917,857.00	2,010,981.54	1,299,475.00	687,036.51	0.5133123
03.01.14	7,133,156.82	3,446,152.14	3,061,718.82	1,488,831.21	4,051,438.00	1,957,320.83	1,343,850.00	640,237.40	0.4831175
03.01.15	7,388,698.57	3,350,536.31	3,183,477.57	1,447,523.39	4,185,221.00	1,903,014.82	1,388,225.00	631,224.22	0.4548984
03.01.16	7,604,240.32	3,254,248.34	3,285,236.32	1,405,823.85	4,318,002.00	1,848,324.88	1,432,800.00	613,083.75	0.4279618
03.01.17	7,839,783.07	3,157,893.44	3,388,989.07	1,364,209.27	4,452,784.00	1,793,484.17	1,478,875.00	594,883.28	0.4027782
03.01.18	8,075,325.82	3,061,237.57	3,488,798.82	1,322,537.87	4,588,568.00	1,738,889.89	1,521,380.00	578,721.47	0.3790653
03.01.19	8,310,868.57	2,965,203.17	3,590,520.57	1,281,048.17	4,720,348.00	1,684,165.00	1,565,725.00	558,629.06	0.3567862
03.01.20	8,546,410.32	2,869,674.09	3,682,281.32	1,239,863.53	4,854,129.00	1,630,010.86	1,610,100.00	540,889.90	0.3367986
03.01.21	8,781,953.07	2,775,500.28	3,794,042.07	1,199,091.45	4,987,911.00	1,578,408.83	1,654,475.00	498,217.55	0.3180459
03.01.22	8,781,953.07	2,612,235.56	3,794,042.07	1,128,568.86	4,987,911.00	1,483,878.90	1,654,475.00	441,327.86	0.2974650
03.01.23	8,781,953.07	2,458,574.85	3,794,042.07	1,062,170.87	4,987,911.00	1,398,403.67	1,654,475.00	390,933.84	0.2796576
03.01.24	8,781,953.07	2,313,952.81	3,794,042.07	999,890.33	4,987,911.00	1,314,282.28	1,654,475.00	348,294.34	0.2634885
03.01.25	8,781,953.07	2,177,837.75	3,794,042.07	940,895.01	4,987,911.00	1,238,982.73	1,654,475.00	308,752.08	0.2479801
03.01.26	8,781,953.07	2,049,729.85	3,794,042.07	885,538.84	4,987,911.00	1,164,190.81	1,654,475.00	271,726.02	0.2334025
03.01.27	8,781,953.07	1,928,157.31	3,794,042.07	833,448.32	4,987,911.00	1,085,709.00	1,654,475.00	240,897.80	0.2198729
03.01.28	8,781,953.07	1,815,877.47	3,794,042.07	784,421.85	4,987,911.00	1,031,255.83	1,654,475.00	213,213.10	0.2067510
03.01.29	8,781,953.07	1,708,872.92	3,794,042.07	738,279.48	4,987,911.00	978,593.44	1,654,475.00	188,888.97	0.1945882
03.01.30	8,781,953.07	1,608,380.99	3,794,042.07	694,851.27	4,987,911.00	913,499.71	1,654,475.00	167,300.84	0.1831427
	186,645,886.83	71,705,746.09	80,836,135.69	30,978,838.09	108,009,861.05	40,728,917.99	35,183,180.00	12,533,276.03	

Exhibit "A"

**SCHEDULE A.1
REINVESTMENT ZONE NUMBER TWO
Buildout Schedule**

Project Description	2001		2002		2003		2004		2005		2006		2007		2008		2009		2010		2011		2012	
	Home Construction	Captured Value (K)																						
Residential																								
NEW HOMES											92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	88	\$13,200
RESIDENTIAL SUBTOTAL	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	88	\$13,200
Commercial																								
NEW DEVELOPMENT												\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593
COMMERCIAL SUBTOTAL		\$0		\$0		\$0		\$0		\$0		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593
Total Home Sales	0		0		0		0		0		92		92		92		92		92		92		88	
Total Captured Value		\$0		\$0		\$0		\$0		\$0		\$20,393		\$20,393		\$20,393		\$20,393		\$20,393		\$20,393		\$19,793
																								\$96,000
																								\$48,160
																								640
																								\$142,160

Note:

1. Captured value is presented in thousands of dollars.
2. Home construction in calendar year results in captured appraised value in the following tax year.

Reinvestment Zone Number Two Assessed Valuations

Tax Roll Jan 1	Residential		County	FBISD	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption			Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
	Incremental Assessed Valuation	Cumulative Assessed Valuation	20% Homestead Exemption	\$15,000 Homestead Exemption			Number of Eligible Homes (1)	City Exemption Amount (2)	County Exemption Amount (3)				
2002	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
2003	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
2004	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
2005	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
2006	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
2007	13,800,000	13,800,000	(2,760,000)	(1,380,000)	92	92	5	(89,000)	(460,000)	6,592,857	\$ 20,323,857	\$ 17,172,857	\$ 19,012,857
2008	13,800,000	27,600,000	(5,520,000)	(2,760,000)	92	184	9	(138,000)	(920,000)	13,185,714	\$ 40,647,714	\$ 34,345,714	\$ 38,025,714
2009	13,800,000	41,400,000	(8,280,000)	(4,140,000)	92	276	14	(207,000)	(1,380,000)	19,778,571	\$ 60,971,571	\$ 51,618,571	\$ 57,038,571
2010	13,800,000	55,200,000	(11,040,000)	(5,520,000)	92	368	18	(276,000)	(1,840,000)	26,371,429	\$ 81,295,429	\$ 68,891,429	\$ 76,051,429
2011	13,800,000	69,000,000	(13,800,000)	(6,900,000)	92	460	23	(345,000)	(2,300,000)	32,984,286	\$ 101,619,286	\$ 86,864,286	\$ 95,084,286
2012	13,800,000	82,800,000	(16,560,000)	(8,280,000)	92	552	28	(414,000)	(2,760,000)	39,557,143	\$ 121,943,143	\$ 103,037,143	\$ 114,077,143
2013	13,200,000	96,000,000	(19,200,000)	(9,600,000)	88	640	32	(480,000)	(3,200,000)	46,150,000	\$ 141,670,000	\$ 119,750,000	\$ 132,650,000
<hr/>													
	96,000,000					640							

Schedule C.1
Reinvestment Zone Number Two Revenue Schedule

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education FBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed Projects
2002	2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2003	2004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2004	2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2005	2006	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2006	2007	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	2008	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 101,213	\$ 88,739	\$ 123,203	\$ 161,990	\$ 313,155	\$ 313,155
2008	2009	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 202,426	\$ 177,478	\$ 246,407	\$ 323,979	\$ 626,310	\$ 939,465
2009	2010	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 303,638	\$ 266,217	\$ 369,610	\$ 485,969	\$ 939,465	\$ 1,878,931
2010	2011	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 404,851	\$ 354,956	\$ 492,813	\$ 647,958	\$ 1,252,621	\$ 3,131,551
2011	2012	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 506,084	\$ 443,695	\$ 616,017	\$ 809,948	\$ 1,565,776	\$ 4,697,327
2012	2013	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 607,277	\$ 532,434	\$ 739,220	\$ 971,937	\$ 1,878,931	\$ 6,576,258
2013	2014	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 618,796	\$ 858,924	\$ 1,129,326	\$ 2,183,237	\$ 8,759,495
2014	2015	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 10,633,333
2015	2016	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 12,507,172
2016	2017	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 14,381,011
2017	2018	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 16,254,849
2018	2019	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 18,128,688
2019	2020	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 20,002,527
2020	2021	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 21,876,366
2021	2022	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 23,750,204
2022	2023	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 25,624,043
2023	2024	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 27,497,882
2024	2025	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 29,371,720
2025	2026	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 31,245,559
2026	2027	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 33,119,398
2027	2028	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 34,993,236
2028	2029	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 36,867,075
2029	2030	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 38,740,914
						\$ 14,119,251	\$ 7,432,685	\$ 17,188,978	\$ 22,600,322	\$ 38,740,914	

Exhibit "A"

SCHEDULE A.2 and B.2
 REINVESTMENT ZONE NUMBER TWO
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER
 BUILDOUT SCHEDULE AND ASSESSED VALUATIONS

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Project Description	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value
Land	0	\$5,890,479	\$6,067,193	\$6,249,209	\$6,436,685	\$6,629,786	\$6,828,679	\$7,033,540	\$7,244,546	\$7,461,882	\$7,685,739
Improvements	0	\$2,495,216	\$9,980,864	\$19,832,233	\$32,346,567	\$35,502,716	\$36,606,138	\$36,611,897	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	0	\$0	\$2,958,180	\$4,533,560	\$6,748,760	\$7,396,500	\$7,635,630	\$7,755,630	\$8,078,370	\$8,078,370	\$8,078,370
Total Property Tax Value	0	\$8,385,695	\$19,006,237	\$30,615,002	\$45,532,012	\$49,529,002	\$51,070,447	\$51,401,067	\$53,944,552	\$54,161,888	\$54,385,745

* Years Shown based on Original Termination of TIRZ. A 20-Year TIRZ Extension is Planned

Exhibit "A"

SCHEDULE A.2 and B.2 (MODIFIED WITH 20-YR TIRZ EXTENSION)
 REINVESTMENT ZONE NUMBER TWO
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER
 BUILDOUT SCHEDULE AND ASSESSED VALUATIONS

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Project Description	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value
Land	0	\$5,890,479	\$6,067,193	\$6,249,209	\$6,436,685	\$6,629,786	\$6,828,679	\$7,033,540	\$7,244,546	\$7,461,882	\$7,685,739
Improvements	0	\$2,495,216	\$9,980,864	\$19,832,233	\$32,346,567	\$35,502,716	\$36,606,138	\$36,611,897	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	0	\$0	\$2,958,180	\$4,533,560	\$6,748,760	\$7,396,500	\$7,635,630	\$7,755,630	\$8,078,370	\$8,078,370	\$8,078,370
Total Property Tax Value	0	\$8,385,695	\$19,006,237	\$30,615,002	\$45,532,012	\$49,529,002	\$51,070,447	\$51,401,067	\$53,944,552	\$54,161,888	\$54,385,745

20 Year TIRZ Extension - 2031-2050											
	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Project Description	Captured value										
Land	\$7,909,394	\$8,139,557	\$8,376,418	\$8,620,172	\$8,871,019	\$9,129,166	\$9,394,825	\$9,668,214	\$9,949,559	\$10,239,091	\$10,537,049
Improvements	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370
Total Property Tax Value	\$54,609,400	\$54,839,563	\$55,076,424	\$55,320,178	\$55,571,025	\$55,829,172	\$56,094,831	\$56,368,220	\$56,649,565	\$56,939,097	\$57,237,055

	2042	2043	2044	2045	2046	2047	2048	2049	2050
Project Description	Captured value								
Land	\$10,843,677	\$11,159,228	\$11,483,961	\$11,818,145	\$12,162,053	\$12,515,969	\$12,880,183	\$13,254,997	\$13,640,717
Improvements	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370
Total Property Tax Value	\$57,543,683	\$57,859,234	\$58,183,967	\$58,518,151	\$58,862,059	\$59,215,975	\$59,580,189	\$59,955,003	\$60,340,723

Exhibit "A"

SCHEDULE C.2
 REINVESTMENT ZONE NUMBER TWO
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER
 REVENUE SCHEDULE

Tax Year	Coff. Year	Taxable Valuation (City/County 100%)	Non-Ed City Tax Rate	Non-Ed County Tax Rate	FBISD NOT INCLUDED	Non-Ed City Zone Revenue	Non-Ed FB County Revenue	FBISD NOT INCLUDED	Total Non-Ed Rev Available	Cumulative Rev. Available for Non-Ed Projects
2020	2021	-	-	-		-	-		-	-
2021	2022	-	-	-		-	-		-	-
2022	2023	\$8,385,695	\$0.63000	\$0.18650		\$52,830	\$15,639		\$68,469	\$68,469
2023	2024	\$19,006,237	\$0.63000	\$0.18650		\$119,739	\$35,447		\$155,186	\$223,655
2024	2025	\$30,615,002	\$0.63000	\$0.18650		\$192,875	\$57,097		\$249,971	\$473,627
2025	2026	\$45,532,012	\$0.63000	\$0.18650		\$286,852	\$84,917		\$371,769	\$845,395
2026	2027	\$49,529,002	\$0.63000	\$0.18650		\$312,033	\$92,372		\$404,404	\$1,249,800
2027	2028	\$51,070,447	\$0.63000	\$0.18650		\$321,744	\$95,246		\$416,990	\$1,666,790
2028	2029	\$51,401,067	\$0.63000	\$0.18650		\$323,827	\$95,863		\$419,690	\$2,086,480
2029	2030	\$53,944,552	\$0.63000	\$0.18650		\$339,851	\$100,607		\$440,457	\$2,526,937
TOTAL AVAILABLE REVENUE									\$2,526,937	

1. Non-Ed refers to revenue available for non education projects
2. Commercial Value captured in following taxable calendar year
3. Revenue Schedule based on TIRZ Termination - YR 2030. TIRZ Planned to Extend 20-YR
4. Tax rate based on Current Missouri City Rate and Fort Bend County at 50%

Exhibit "A"
 SCHEDULE C.2 (MOD WITH 20-YR TIRZ EXTENSION)
 REINVESTMENT ZONE NUMBER TWO
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER
 REVENUE SCHEDULE

	Tax Year	Coff. Year	Taxable Valuation (City/County 100%)	Non-Ed City Tax Rate	Non-Ed County Tax Rate	FBISD NOT INCLUDED	Non-Ed City Zone Revenue	Non-Ed FB County Revenue	FBISD NOT INCLUDED	Total Non-Ed Rev Available	Cumulative Rev. Available for Non-Ed Projects
INITIAL TIRZ TERMINATION-YR 2030	2020	2021	-	-	-		-	-		-	-
	2021	2022	-	-	-		-	-		-	-
	2022	2023	\$8,385,695	\$0.63000	\$0.18650		\$52,830	\$15,639		\$68,469	\$68,469
	2023	2024	\$19,006,237	\$0.63000	\$0.18650		\$119,739	\$35,447		\$155,186	\$223,655
	2024	2025	\$30,615,002	\$0.63000	\$0.18650		\$192,875	\$57,097		\$249,971	\$473,627
	2025	2026	\$45,532,012	\$0.63000	\$0.18650		\$286,852	\$84,917		\$371,769	\$845,395
	2026	2027	\$49,529,002	\$0.63000	\$0.18650		\$312,033	\$92,372		\$404,404	\$1,249,800
	2027	2028	\$51,070,447	\$0.63000	\$0.18650		\$321,744	\$95,246		\$416,990	\$1,666,790
	2028	2029	\$51,401,067	\$0.63000	\$0.18650		\$323,827	\$95,863		\$419,690	\$2,086,480
	2029	2030	\$53,944,552	\$0.63000	\$0.18650		\$339,851	\$100,607		\$440,457	\$2,526,937
20-YR TIRZ EXTENSION 2031-2050	2030	2031	\$54,161,888	\$0.63000	\$0.18650		\$341,220	\$101,012		\$442,232	\$2,969,169
	2031	2032	\$54,385,745	\$0.63000	\$0.18650		\$342,630	\$101,429		\$444,060	\$3,413,228
	2032	2033	\$54,609,400	\$0.63000	\$0.18650		\$344,039	\$101,847		\$445,886	\$3,859,114
	2033	2034	\$54,839,563	\$0.63000	\$0.18650		\$345,489	\$102,276		\$447,765	\$4,306,879
	2034	2035	\$55,076,424	\$0.63000	\$0.18650		\$346,981	\$102,718		\$449,699	\$4,756,578
	2035	2036	\$55,320,178	\$0.63000	\$0.18650		\$348,517	\$103,172		\$451,689	\$5,208,267
	2036	2037	\$55,571,025	\$0.63000	\$0.18650		\$350,097	\$103,640		\$453,737	\$5,662,005
	2037	2038	\$55,829,172	\$0.63000	\$0.18650		\$351,724	\$104,121		\$455,845	\$6,117,850
	2038	2039	\$56,094,831	\$0.63000	\$0.18650		\$353,397	\$104,617		\$458,014	\$6,575,864
	2039	2040	\$56,368,220	\$0.63000	\$0.18650		\$355,120	\$105,127		\$460,247	\$7,036,111
	2040	2041	\$56,649,565	\$0.63000	\$0.18650		\$356,892	\$105,651		\$462,544	\$7,498,655
	2041	2042	\$56,939,097	\$0.63000	\$0.18650		\$358,716	\$106,191		\$464,908	\$7,963,562
	2042	2043	\$57,237,055	\$0.63000	\$0.18650		\$360,593	\$106,747		\$467,341	\$8,430,903
	2043	2044	\$57,543,683	\$0.63000	\$0.18650		\$362,525	\$107,319		\$469,844	\$8,900,747
	2044	2045	\$57,859,234	\$0.63000	\$0.18650		\$364,513	\$107,907		\$472,421	\$9,373,168
	2045	2046	\$58,183,967	\$0.63000	\$0.18650		\$366,559	\$108,513		\$475,072	\$9,848,240
	2046	2047	\$58,518,151	\$0.63000	\$0.18650		\$368,664	\$109,136		\$477,801	\$10,326,040
	2047	2048	\$58,862,059	\$0.63000	\$0.18650		\$370,831	\$109,778		\$480,609	\$10,806,649
	2048	2049	\$59,215,975	\$0.63000	\$0.18650		\$373,061	\$110,438		\$483,498	\$11,290,148
	2049	2050	\$59,955,003	\$0.63000	\$0.18650		\$377,717	\$111,816		\$489,533	\$11,779,680
TOTAL AVAILABLE REVENUE										\$11,779,680	

1. Non-Ed refers to revenue available for non education projects
2. Commercial Value captured in following taxable calendar year
3. Original TIRZ Termination - 2030; 20-Yr Extension, Revised Termination 2050
4. Tax rate based on Current Missouri City Rate and Fort Bend County at 50%

MISSOURI CITY
PROPOSED
TAX INCREMENT REINVESTMENT
ZONE #2

Map 1
Boundary Map

Legend

-  Tax Increment Reinvestment Zone #2
-  Municipal Utility Districts 47 and 48
-  Ft. Bend Tollway
-  Hightower High School

N



2000 0 2000 4000 Feet



Scale: 1" = 2000'



MISSOURI CITY
PROPOSED
TAX INCREMENT REINVESTMENT
ZONE #2

Map 2

Existing Land Use
Map

Legend

-  Tax Increment Reinvestment Zone #2
 -  Municipal Utility Districts 47 and 48
 -  Ft. Bend Tollway
 -  Hightower High School
 -  SD Land Use (Agricultural)
- All non labelled roads within SD area are proposed collectors.



MISSOURI CITY
PROPOSED
TAX INCREMENT REINVESTMENT
ZONE #2

Map 3

Proposed
Land Use Map

Legend

-  Tax Increment Reinvestment Zone #2
- Land Uses**
-  Commercial
-  Greenbelt
-  Residential
-  Municipal Utility Districts 47 and 48
-  Ft. Bend Tollway
-  Hightower High School



2000 0 2000 4000 Feet

Scale: 1" = 2000'

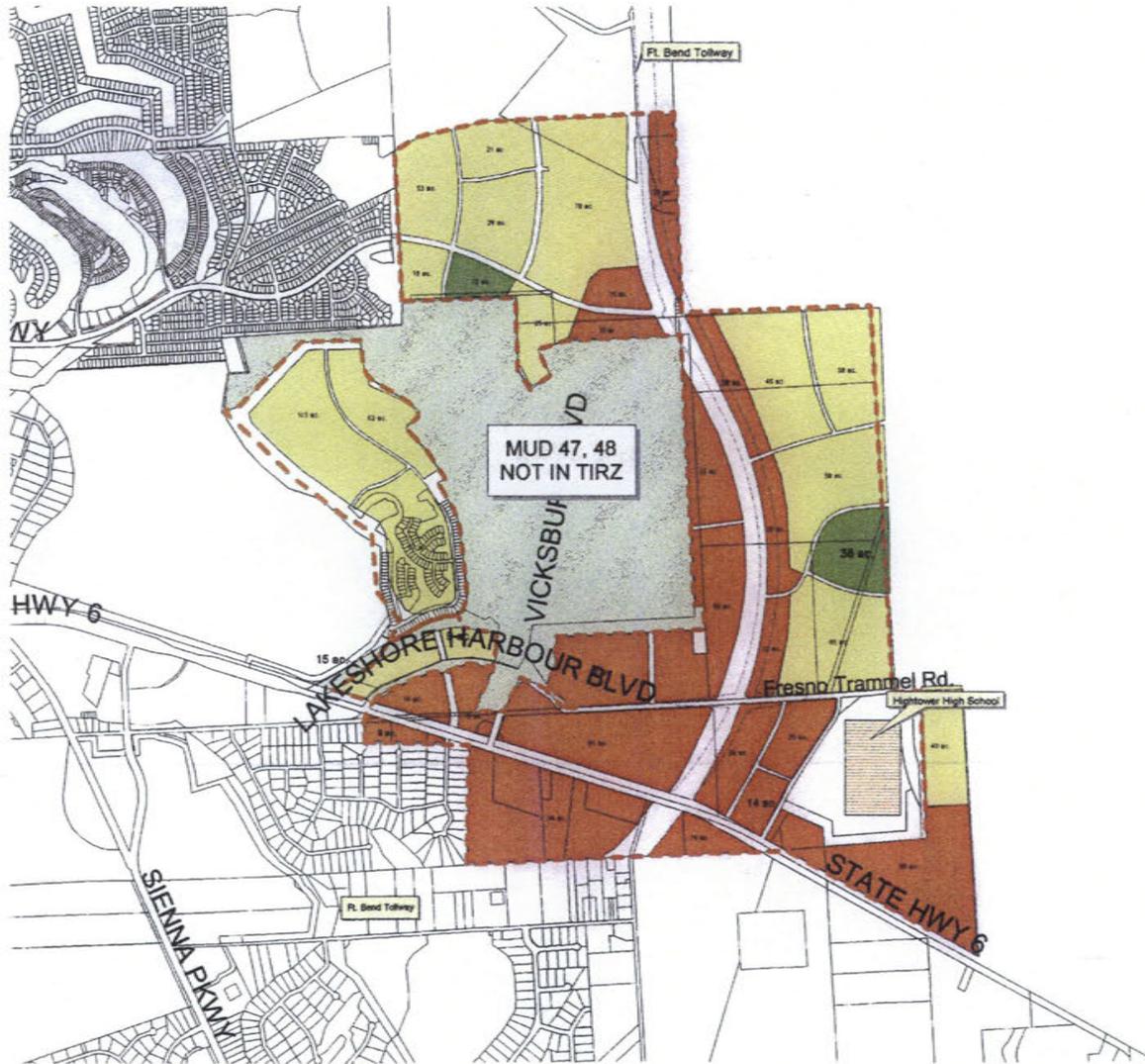


Exhibit "A"

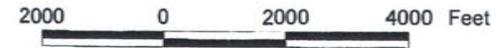
MISSOURI CITY
PROPOSED
TAX INCREMENT REINVESTMENT
ZONE #2

Map 4
Proposed
Public Improvements Map



Legend

- Tax Increment Reinvestment Zone #2
- Streets
- Ft. Bend Tollway
- Municipal Utility Districts 47 and 48
- Hightower High School



Scale: 1" = 2000'

Exhibit "A"

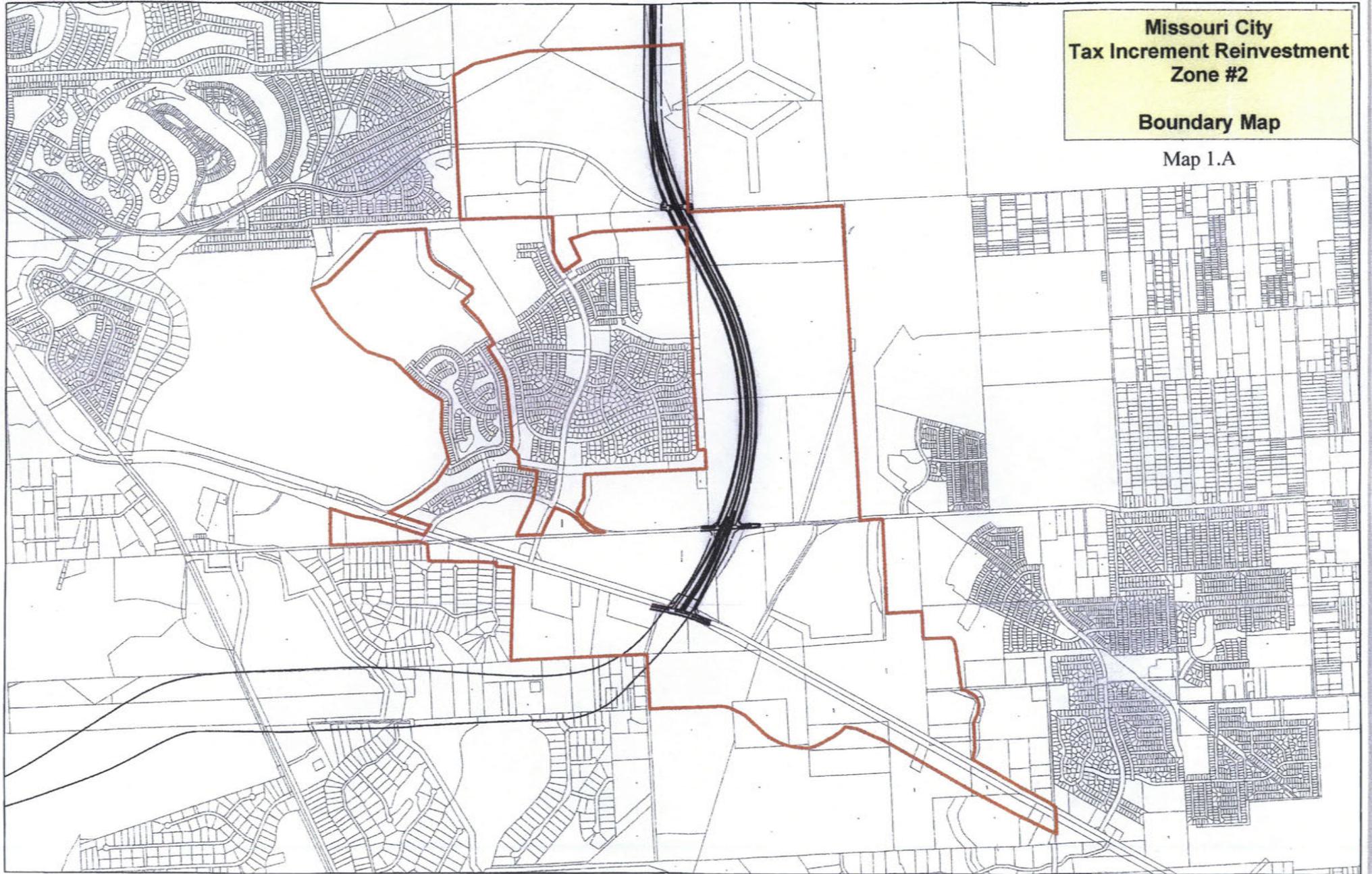


Exhibit "A"

Missouri City
Tax Increment Reinvestment
Zone #2

TIRZ #2 Expansion

 TIRZ #2 Boundary

 TIRZ #2 Expansion

Map 2.A

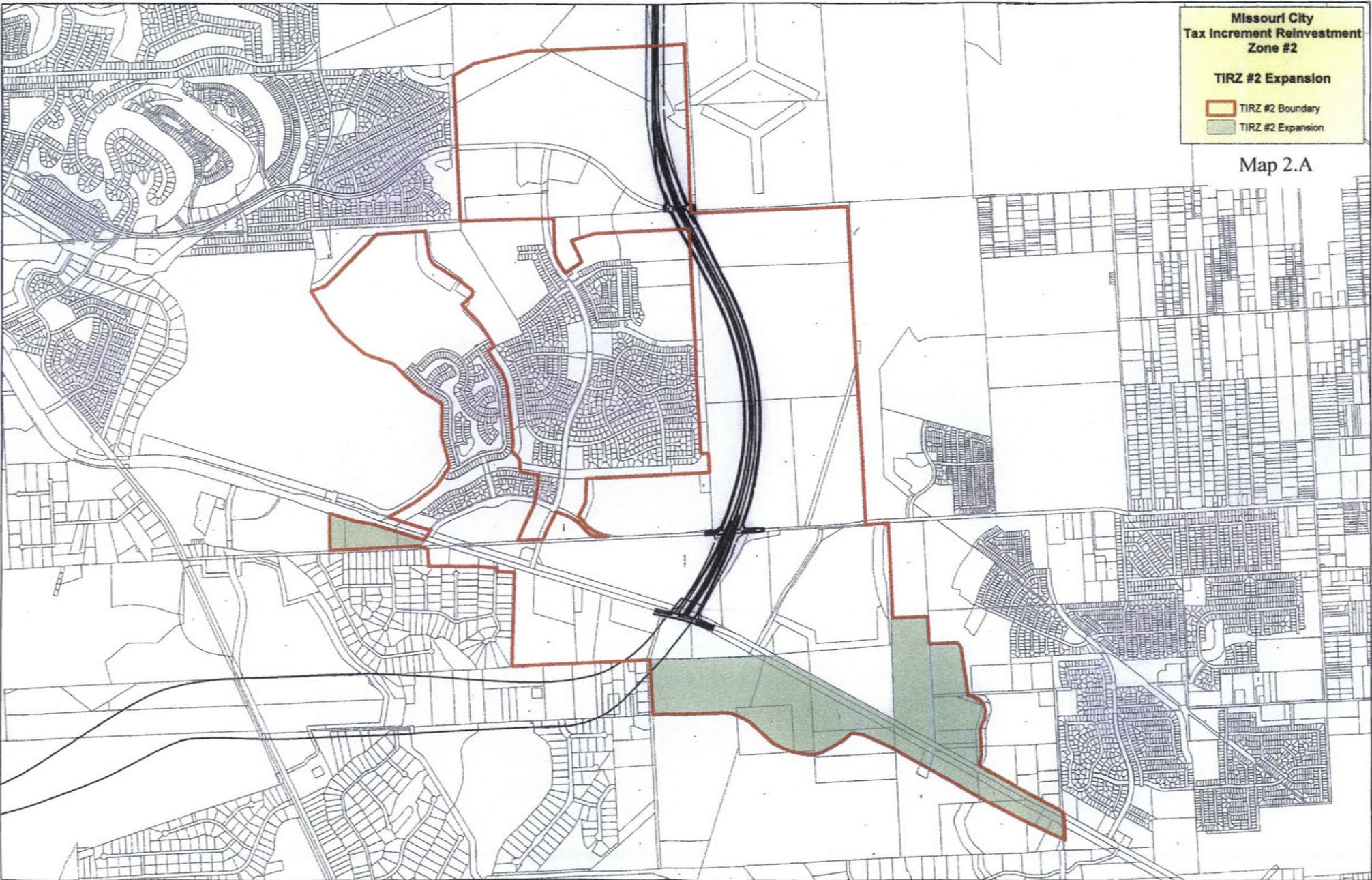


Exhibit "A"

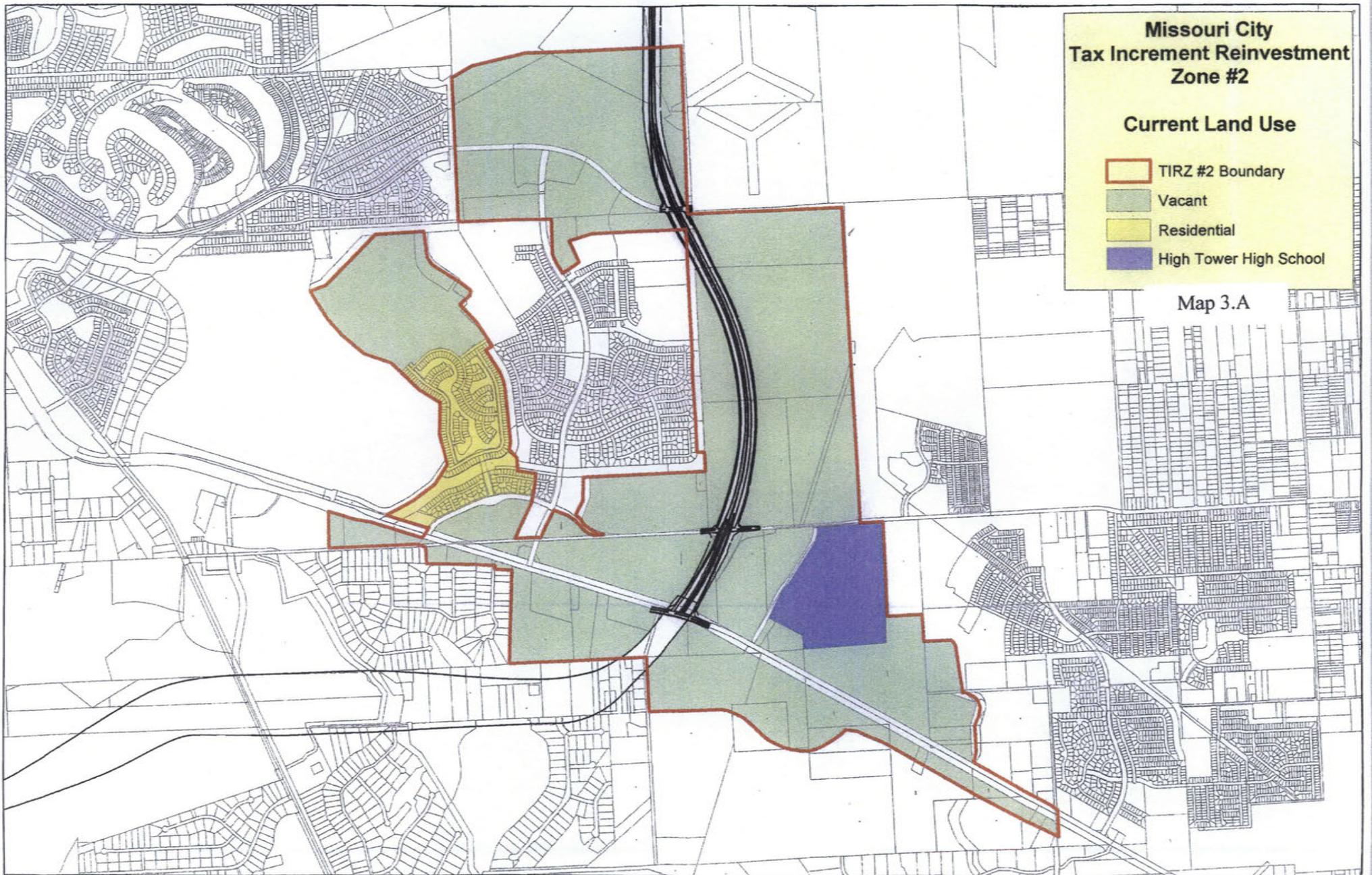


Exhibit "A"

**Missouri City
Tax Increment Reinvestment
Zone #2**

Proposed Land Use

- TIRZ #2 Boundary
- Proposed Commercial
- Proposed Residential

Map 4.A

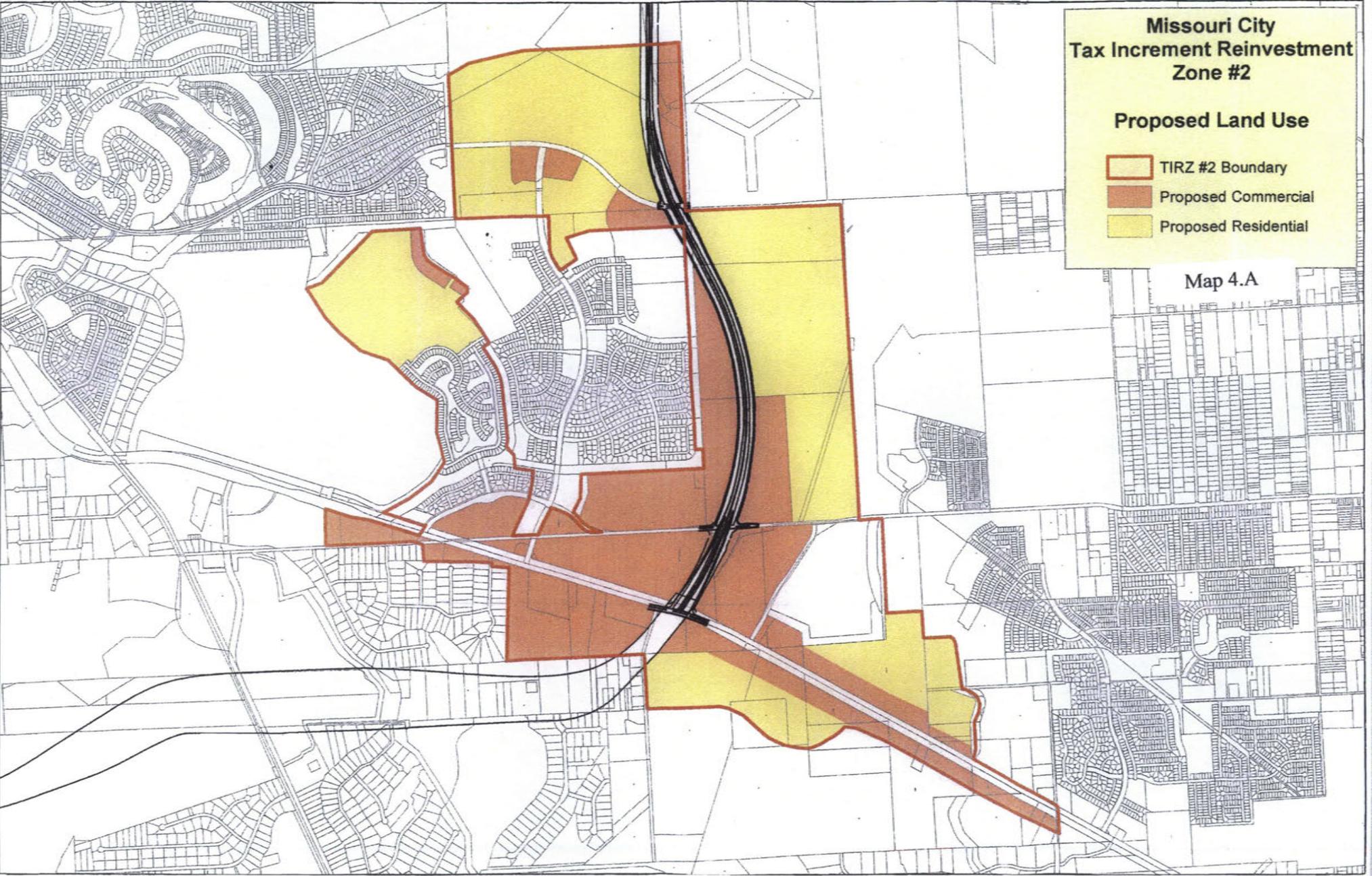
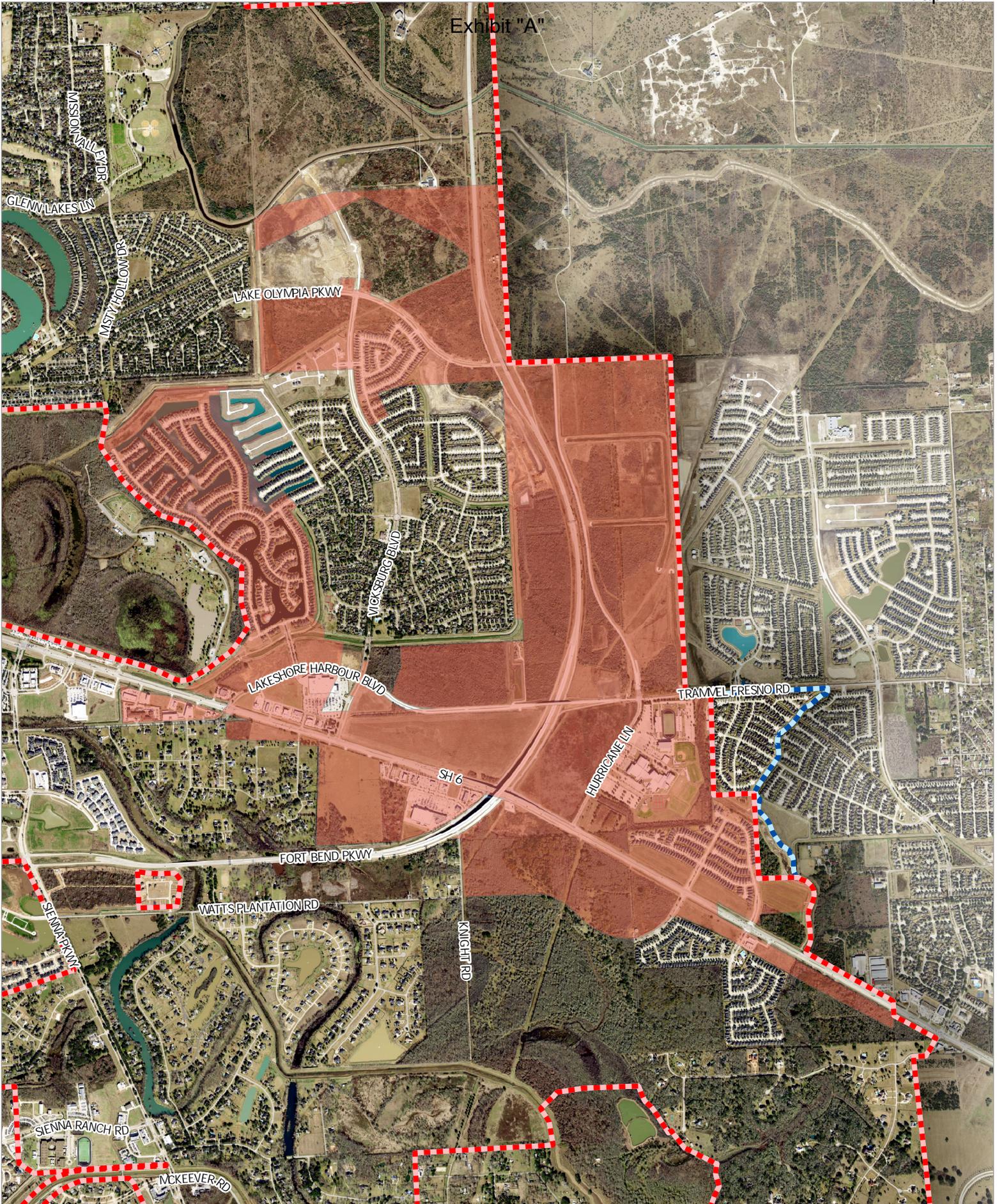


Exhibit "A"



Map By:
GIS Division
July 2020



TIRZ 2

Legend

- TIRZ 2
- ETJ
- City Limits



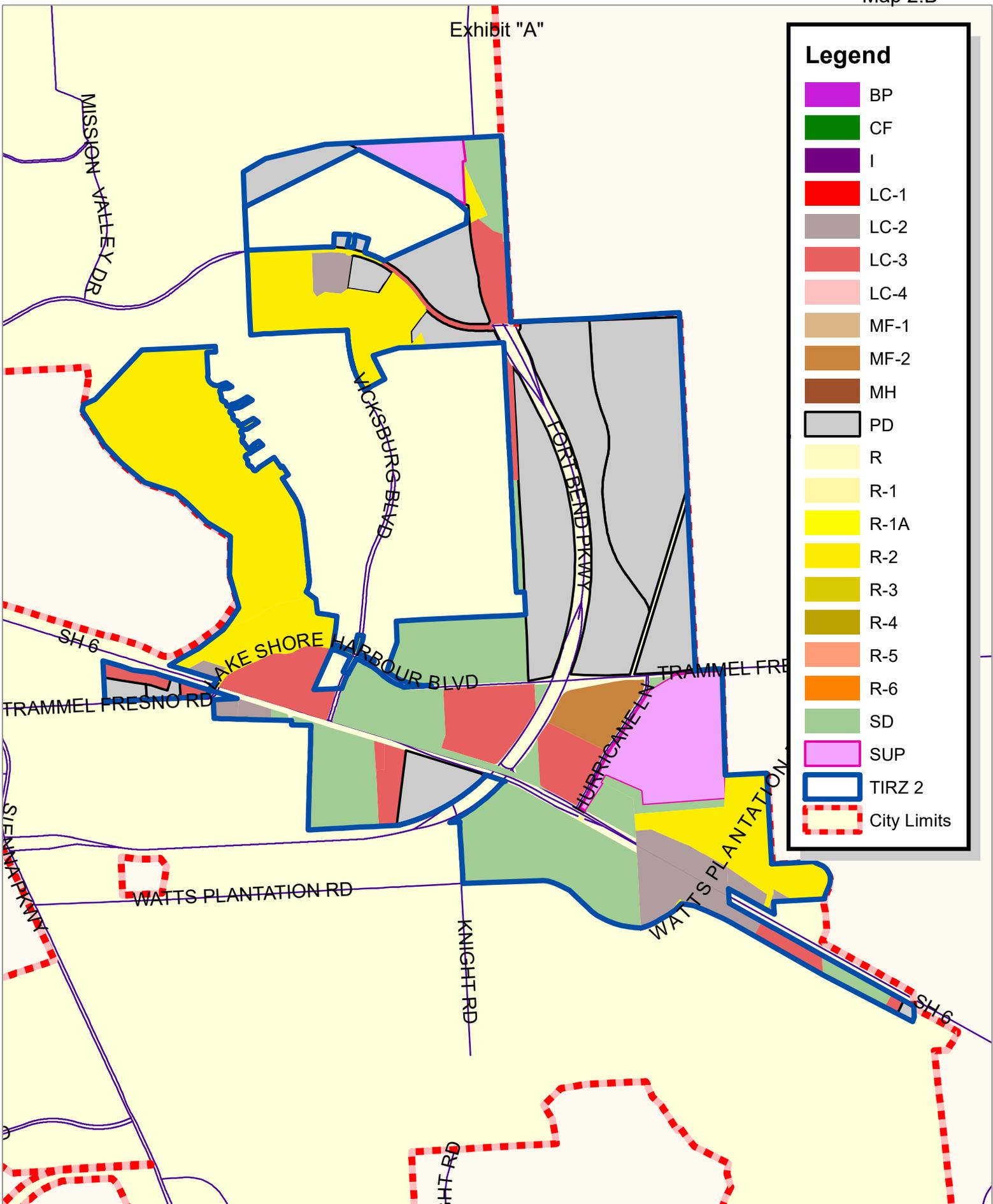
0 0.5 1 Miles
Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.

Exhibit "A"

Legend

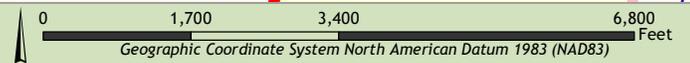
- BP
- CF
- I
- LC-1
- LC-2
- LC-3
- LC-4
- MF-1
- MF-2
- MH
- PD
- R
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- SD
- SUP
- TIRZ 2
- City Limits



Map By:
GIS Division
July 2020

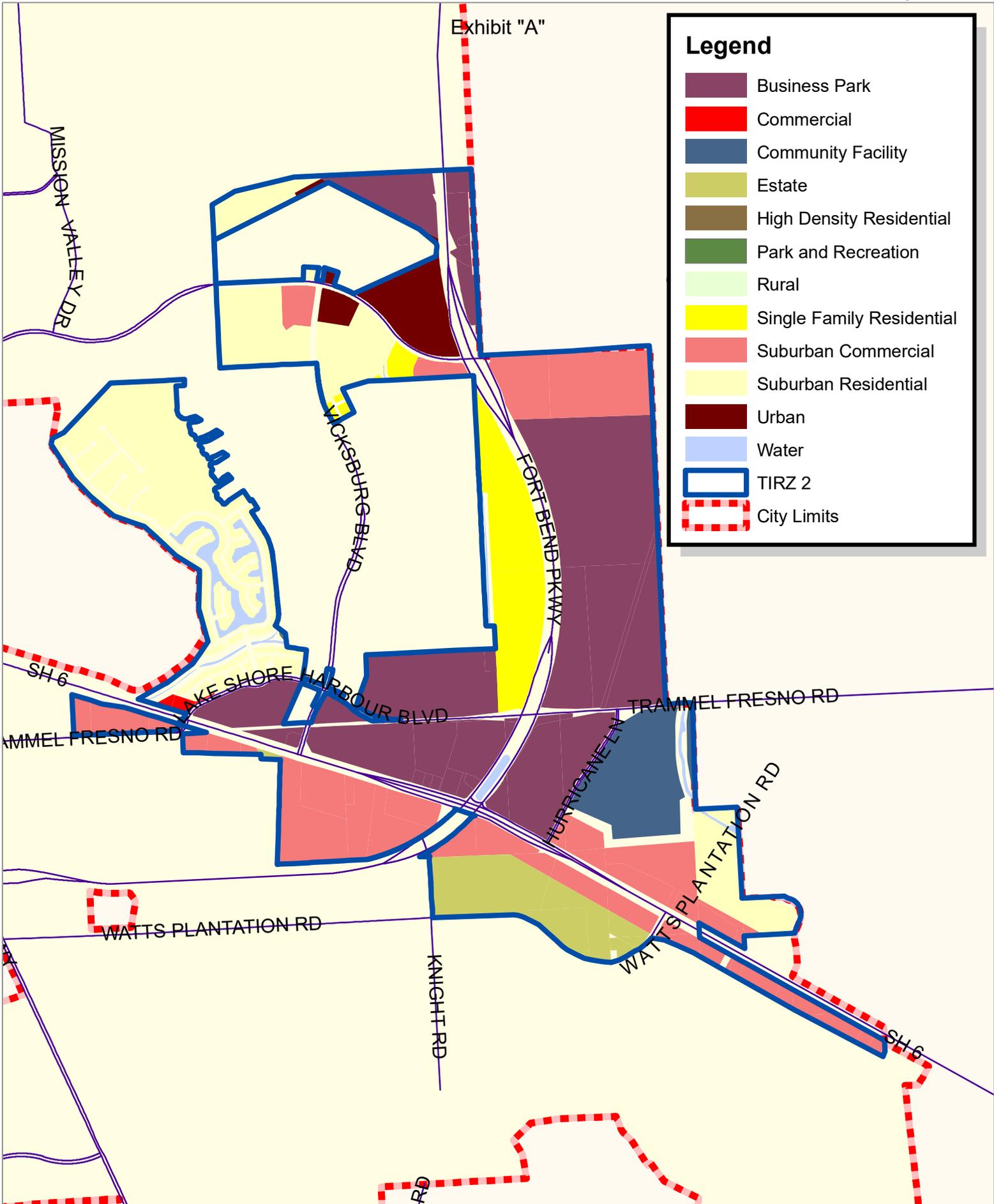


Zone Existing Uses and Condition Map in TIRZ 2



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.



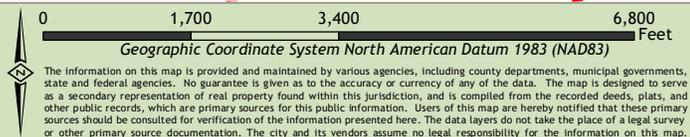
Legend

- Business Park
- Commercial
- Community Facility
- Estate
- High Density Residential
- Park and Recreation
- Rural
- Single Family Residential
- Suburban Commercial
- Suburban Residential
- Urban
- Water
- TIRZ 2
- City Limits

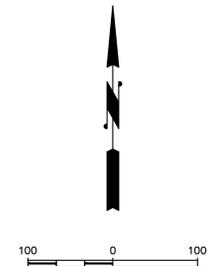
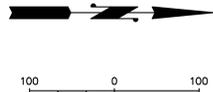
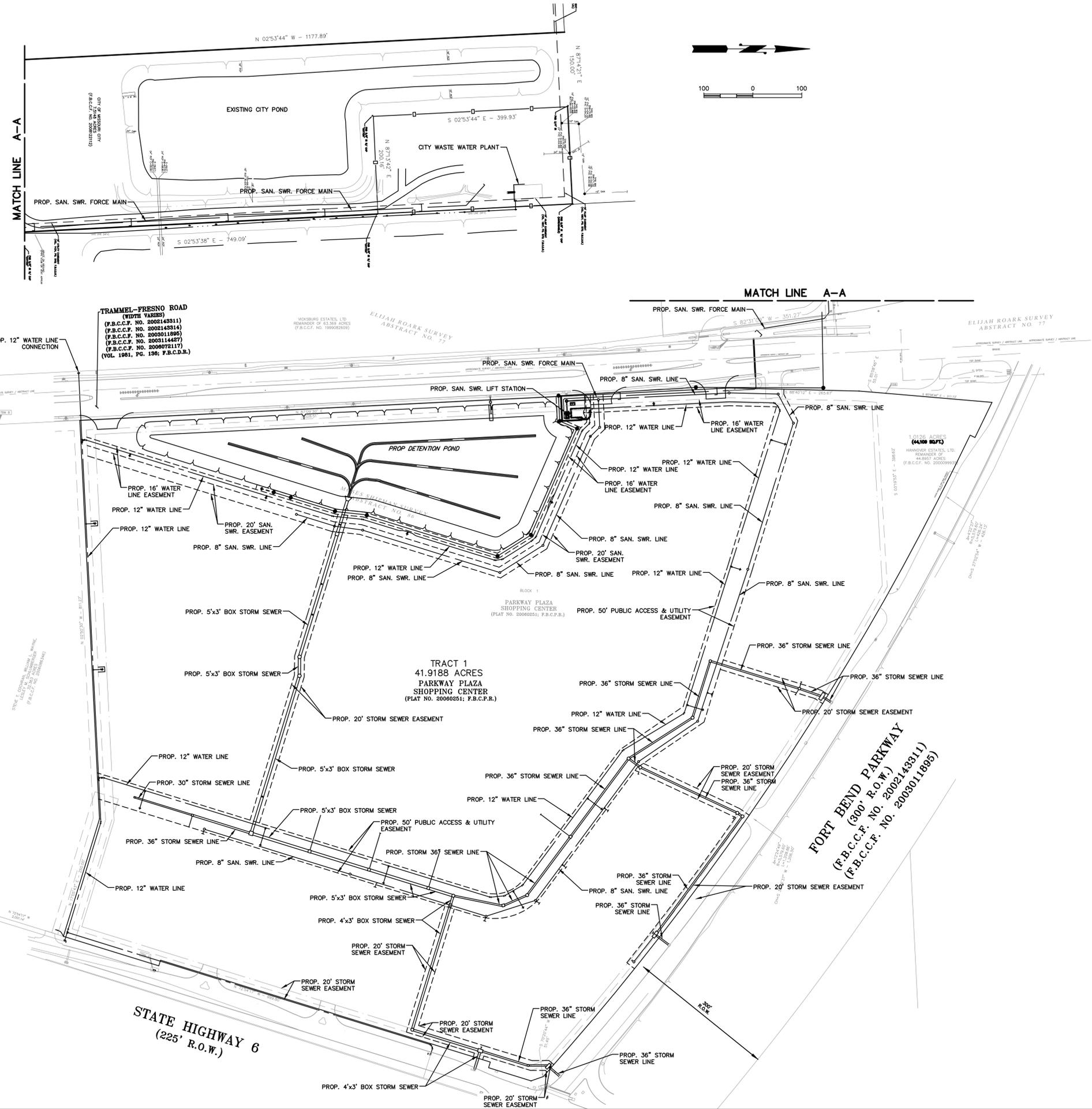
Map By:
GIS Division
July 2020



Zone Proposed Land Use Map in TIRZ 2



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.



F:\Clients\7660-New Quest Properties\7660-1903 Ft. Bend Town Center II\Drawings\Exhibits\2020.07.29 - Overall Utility\05 OVERALL LAYOUT.dwg Jul 31, 2020-8:26am Terra Associates Inc., James A. Sims

NEW QUEST PROPERTIES FORT BEND TOWN CENTER II	
PUBLIC IMPROVEMENTS	
TERRA ASSOCIATES, INC. CONSULTING ENGINEERS LANDSCAPE ARCHITECTS	1445 N. LOOP WEST - SUITE 450 HOUSTON, TEXAS 77008 713-993-0333 TBPE Registration No.: F-003832



**Council Agenda Item
September 8, 2020**

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



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 9(a) Consider authorizing the purchase of police vehicles and equipment.
Submitted by: Paul Poulton-Captain, Police Department
Michael Tubbs-Fleet Superintendent

SYNOPSIS

The Police Department requests the purchase of four (4) new police vehicles for the patrol division. The request is over \$50,000.00 and we will be adding four new vehicles to our city fleet, therefore requiring action by council.

STRATEGIC PLAN 2020 GOALS ADDRESSED

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

BACKGROUND

The police department requests the purchase of four new police vehicles and equipment to increase the number of patrol units currently in service.

Purchasing these vehicles will help increase the number of patrol units currently available and reduce the number of hours vehicles are being driven on a daily basis. During the recent past a third patrol sergeant was added to evening shift and the motors unit sergeant was removed from the motorcycle and placed in a vehicle. The police department is also fully staffed at this time causing a greater need for more units. The department also has a reduced number of reserve patrol units available when vehicles are down for service for any given reason.

The cost for four new 2021 Ford Police Interceptor Utility Vehicles from Helfman Ford, including all major equipment to make them street ready is \$269,600.00. (**Seizure Funds**)

The total cost of vehicles and their equipment is estimated at \$269,600.00 and funds will come from state seizure account and council authorization is needed for the purchase of the vehicles and equipment. The vehicles are estimated to be in service in less than five months from the time ordered. The vehicles will be purchased in accordance with the Fort Bend County Interlocal Agreement and BuyBoard Contract No. 603-20.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020__ Funds Budgeted	FY2020__ Funds Available	Amount Requested
Seizure Funds	205-58650-13-999	New Patrol Units	289,000	269,600	269,600

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. Copies of vehicle and equipment quotes

STAFF'S RECOMMENDATION

Authorize the purchase of four (4) Ford Interceptor Utility Vehicles and equipment in the amount of \$269,600.00

Director Approval: Michael Berezin, Chief of Police

**Assistant City Manager/
City Manager Approval:** Odis Jones, City Manager

HELFMAN FORD

12220 SOUTHWEST FRWY.
STAFFORD, TEXAS 77477
(281) 240-3673

QUOTATION



www.HelfmanFord.com

Bill Chrisman

Fleet/Commercial Sales Director

12220 Southwest Freeway
Stafford, TX 77477
Phone 281.240.3673
Fax 281.240.4147

Direct 281.274.7204
bchrisman@helfmanford.com

CITY OF MISSOURI CITY

Date

6-29-20

Mike Tubbs

Gentlemen:

We are pleased to submit a price on the following Ford Year 2021 Model K8A

Body Style	_____	\$	_____
Factory List	<u>POLICE INTERCEPTION</u>	\$	_____
Freight	_____	\$	_____
Dealer Handling	_____	\$	_____
Federal Tax	_____	\$	_____
Accessories	_____	\$	_____

EQUIPPED SAME AS YOUR 2020 MODELS
A
SAME PRICE !!

List Price	_____	\$	_____
Fleet Discount	_____	\$	_____
Net Selling Price	_____	\$	_____
Less Trade In	_____	\$	<u>34,715</u>
State Tax	_____	\$	<u>EXEMPT</u>
<u>STATE IN EXEMPT</u>	_____	\$	<u>1,000</u>
License	_____	\$	<u>175</u>
Total Delivered Price	_____	\$	<u>34,715 EA.</u>

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

BILL CHRISMAN DIRECT # (281) 274-7204
FLEET MANAGER FAX (281) 240-4147

Signature

Lone Star Products & Equipment LLC
 28242 Robinson Rd.
 Conroe, Texas 77385

*4 UNITS
 OUT-FITTED*

*USE
 AS
 QUOTE*

Invoice

Date **5/28/2020** Invoice # **31087**

Bill To	Ship To
City of Missouri City Accounts Payable 1522 Texas Parkway Missouri City, Texas 77489	1919 Scanlin Rd. Missouri City, Texas 77489

P.O. Number	Terms	Due Date	VIN Number
		5/28/2020	

Quantity	Item Code	Description	Price Each	Amount
		2020 Explorer - Buy Board Contract 603-20		
4	425-6512	Ford PI Utility (2020+) Max Depth Contour Console	468.75	1,875.00
4	425-3704	Jotto-Dual ABS Cup Holder (Internally Mounted)	32.7625	131.05
4	425-6260	Jotto-Armrest - Upper Structure (7.75" x 8" x 8")	39.6875	158.75
4	CM-SDMT-SA-LED	Troy Products - Console side ht. adj. mount w/ swing arm for docking station	290.55	1,162.20
4	INTG51S-TX1	Federal Signal Integrity Lightbar, 51"	1,521.40	6,085.60
8	AC-MCM1	Troy Products - Dog-ear type microphone clip plate and clip assembly, no-holes-drilled design	10.125	81.00
4	5700W	Go Rhino - -- Universal Sliding Window Cage Transfer Kit is required to install Multi-Fit Partitions	375.1375	1,500.55
4	5700SCR	Go Rhino - -- Universal Optional Mesh Screen (only compatible w/ sliding window cage) Transfer Kit is required to install Multi-Fit Partitions	58.2375	232.95
4	570721	SCA Transfer Kit	135.45	541.80
4	5700FIR	Recessed Storage Panel	161.44	645.76
4	5706FEM	Rear Partition, Expanded Metal	371.33	1,485.32
4	571723	Window Barrier, Vertical, Steel	181.33	725.32
4	GK10342UHKSSC...	Setina - Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	326.50625	1,306.03

Subtotal

Sales Tax (8.25%)

Payments/Credits

Total

Balance Due

Phone #	Fax #	E-mail
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com
Web Site		www.LoneStarPSE.com

Invoice

Lone Star Products & Equipment LLC
 28242 Robinson Rd.
 Conroe, Texas 77385

Date 5/28/2020 Invoice # 31087

Bill To	Ship To
City of Missouri City Accounts Payable 1522 Texas Parkway Missouri City, Texas 77489	1919 Scanlin Rd. Missouri City, Texas 77489

P.O. Number		Terms	Due Date	VIN Number	
			5/28/2020		
Quantity	Item Code	Description	Price Each	Amount	
4	PEPL9GTTIC	SoundOff - Opticom™ Low-Profile Infrared LED Emitter Module, Model 795H – for use with Pinnacle (EPL9000) LED Lightbars only	1,207.25	4,829.00	
8	NMO-COAX	17' Coax, NMO Mount	29.95	239.60	
4	MLPV700	MAXRAD 740-870 MHz Low Profile Vertical 2 dB gain antenna. 2.4" high. Black over chrome base. Order Motorola style mount separately.	32.97	131.88	
8	22050	Streamlight DC2 Direct Wire	12.70	101.60	
4	22052	SL20 Charging Sleeve	9.55	38.20	
4	75103	Stinger Charging Base	29.00	116.00	
4	Installation	Standard Installation of Equipment	1,295.00	5,180.00	
4	Shipping	Standard Shipping	95.00	380.00	

Buy Board Contract 524-17

EIN: 26-2856037
 Cage Code: 5EV45
 DUNS: 010355268

Subtotal \$26,947.61

Sales Tax (8.25%) \$0.00

Payments/Credits \$0.00

Total \$26,947.61

Balance Due \$26,947.61

Phone #	Fax #	E-mail
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com
Web Site		www.LoneStarPSE.com



3240 Mike Collins Drive
 Eagan, MN 55121
 888-683-9665 Toll free
 651-683-9740 Fax

Quotation

Date	Estimate #
5/28/2020	23162

Bill To
City of Missouri City Attn: Accounts Payable 1522 Texas Parkway Missouri City, TX 77489 Email Accounts payable@missouricitytx.gov

Ship To
City of Missouri City Fleet Maintenance Hung Hoang 1919 Scanlin Rd Building B Missouri City, TX 77489

Terms	Est. Delivery from art approval	Rep	Project Name	
Paid by Charge C...		Paul		
Qty	Description	Price	Total	
4	ULT-2015R reflective vehicle graphic kit with digital photo version of emblem for Black 2020 Ford Explorer (see proof file name: "Missouri City PD 2020 Explorer - CH" Dated: 12-9-19) (4 unit numbers per kit: Unit #s: TBD) (Roof numbers to be white reflective vinyl. Roof numbers: MC###)	299.00	1,196.00	
1	Shipping/Handling included in price per bid specs	0.00	0.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	\$1,196.00
Sales Tax (0.00)	\$0.00
Total	\$1,196.00

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303
 Phone: 888-689-9222
 Fax: 270-685-6288

Date: 5/28/2020
 Expires: 7/27/2020
 Reference:
 Terms: NET 30 DAYS



Sales Person: Brandy Atherton
 Phone: 888-689-9222
 Fax: 270-685-6288
 Email: bmatherton@mphindustries.com

QUOTE: 24890

Quote To: HUNG HOANG MISSOURI CITY, CITY OF 1522 TEXAS PKWY MISSOURI CITY TX 77489 USA Phone: Fax: Email: hhoang@missouricitytx.gov Customer #: 774891	Ship To: MISSOURI CITY POLICE DEPARTMENT 1919 SCANLIN ROAD BUILDING B MISSOURI CITY, TX 77489 USA Phone #: Fax #: Ship Via: Best Way GND
---	--

MOUNTING HARDWARE FOR 2020 FORD EXPLORER
 HGAC CONTRACT NO. EF04-19

USD

Line	Part	Description	Rev
1	BEE3-2KA	BEE III standard radar with two Ka-band antennas,wireless remote, vehicle specific mounting brackets, cables, tuning forks, manual and 2 year warranty	-

Sales Kit

Kit Components			
Kit Seq.	Part Number	Description	Qty Per
1.001	988114	MANUAL,BEE III,2016	1 EA
1.002	991173	COUNT,BEE3,DMSTIC,M	1 EA
1.003	990664	DISPLAY ASSY,BEE III	1 EA
1.004	991205	REMOTE,BEE-	1 EA
1.005	990653	ANT ASSY,BEE III,Ka	2 EA
1.006	910527	REFERENCE,QUICK,BEE	1 EA
1.007	950980	HOLDER	1 EA
1.008	903397004	FORK,TUNING,20 MPH,	1 EA
1.009	903397010	FORK,TUNING,50	1 EA
Quantity:		4 EA	Unit Price: 2,019.00 Ext Price: 8,076.00

Line	Part	Description	Rev
11	550001	SHIPPING CHARGE	ND
Quantity:		4 EA	Unit Price: 20.00 Ext Price: 80.00
			Total: 8,156.00

Thank you for an opportunity to quote.

Michael Tubbs

From: Jobi Mathew
Sent: Monday, June 1, 2020 9:29 AM
To: Michael Tubbs
Subject: COST ESTIMATES

Sorry I thought I already sent this to you but for some reason it was still sitting in my Draft.

COST ESTIMATES FOR COMPUTER EQUIPMENT FOR SUPPLEMENTAL AND CAPITAL BUDGET REQUESTS FOR FY 21

Technology

Hardware

Mobile Data Terminal	\$ 7,500
Personal Computer	\$ 1,950
Laptop	\$ 2,950
Multifunction Printer	\$ 1,600
VOIP Telephone	\$ 850
Fujitsu Scanner	\$ 1,700
Utility w/installation	\$11,500
(Body worn Included in Utility Cost)	
(Video Camera & warranty Included in Utility Cost)	

Software

NETMOTION	\$ 350
Microsoft Office	\$ 250
Crowdstrike AV	\$ 120
Proof Point	\$ 150
Windows License	\$ 145



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 9(b) Authorize Purchase of Fleet Vehicles
Submitted by: Mike Tubbs, Fleet Superintendent
Cliff Brouhard, Asst. Public Works Director

SYNOPSIS

The Fleet Maintenance Division request to replace two (2) totaled patrol units. Both of these vehicles were damaged beyond repair while in the service of public safety. These units will be purchased using the Fort Bend County Contract and the Buy Board Contract.

STRATEGIC PLAN 2020 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The total expenditure for these two (2) vehicles is approximately \$69,430.00.

Additionally, some equipment will be reused from the damaged vehicles but staff still anticipates an additional \$9,500 for Make Ready Equipment.

The total expenditure for these vehicles and equipment is approximately \$78,930.00.

- 2 - Replacement cost for a 2021 Ford Explorer Police Utility. Fort Bend County Contract # 20-023, Cost \$34,715.00 per unit.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
Fleet Replacement Fund	606-58650-15-999	Transportation Equipment	\$892,629	\$142,295	\$78,930

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. Vehicle Quotes
2. Estimate of Vehicle Up-fitting/Make Ready Cost Texas Buy Board.

STAFF'S RECOMMENDATION

Staff recommends approval of this purchase through the Fleet Maintenance Replacement Fund.

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

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

HELFMAN FORD

12220 SOUTHWEST FRWY.
STAFFORD, TEXAS 77477
(281) 240-3673

QUOTATION



Bill Chrisman
Fleet/Commercial Sales Director

12220 Southwest Freeway
Stafford, TX 77477
Phone 281.240.3673
Fax 281.240.4147

Direct 281.274.7204
bchrisman@helfmanford.com

CITY OF MISSOURI CITY

Date

6-29-20

Mike Tubbs

Gentlemen:

We are pleased to submit a price on the following Ford Year 2021 Model K8A

Body Style	_____	
Factory List	<u>POLICE INTERCEPTION</u>	\$ _____
Freight	_____	\$ _____
Dealer Handling	_____	\$ _____
Federal Tax	_____	\$ _____
Accessories	_____	\$ _____

EQUIPPED SAME AS your 2020 models
+
SAME PRICES !!

List Price	_____	\$ _____
Fleet Discount	_____	\$ _____
Net Selling Price	_____	\$ _____
Less Trade In	_____	\$ <u>34,715</u>
State Tax	_____	\$ <u>EXEMPT</u>
<u>STATE INSPECTION</u>	_____	\$ <u>included</u>
License	_____	\$ <u>1795</u>
Total Delivered Price	_____	\$ <u>34,715</u>

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

BILL CHRISMAN DIRECT # (281) 274-7204
FLEET MANAGER FAX (281) 240-4147

Signature

Agenda

Lone Star Products & Equipment LLC

28242 Robinson Rd.
Conroe, TX 77385

Estimate

Date	Estimate #
7/29/2020	50068

Name / Address
City of Missouri City Accounts Payable 1522 Texas Parkway Missouri City, Texas 77489

Ship To
1919 Scanlin Rd. Missouri City, Texas 77489

P.O. No.	Terms

Item	Description	Qty	Rate	Total
Misc Products	2 ea. 2020 Ford Explorers...Parts & Labor ** Reusing customer supplied equipment to equip new vehicles	1	9,500.00	9,500.00

Subtotal			\$9,500.00
Sales Tax (7.25%)			\$0.00
Total			\$9,500.00



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Items: 9(c) Consider authorizing the execution of an amendment to the participation agreement with Fort Bend County for TIRZ 2.
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Consider authorizing the execution of an amendment to the participation agreement with Fort Bend County for TIRZ 2.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Grow business investments in Missouri City
- Have quality development through buildout

BACKGROUND

The City has been working with the NewQuest Properties on the development Fort Bend Town Center II at the intersection of Fort Bend Toll Road and Highway 6 for nearly two years. The city, the TIRZ and developer have entered into a number of related incentive agreements in furtherance of this project. As a part of this effort the city and developer anticipated modifying the existing TIRZ project plan and plan of finance as well as extending the life of the TIRZ until 2049. Fort Bend County and the board of TIRZ #2 have already taken their necessary actions to approve amendments to the project plan and plan of finance as we as extend the life of the TIRZ.

for the extended term unless the taxing unit enters into a written agreement to do so.

Fort Bend County authorized Fort Bend County's participation agreement for the extension of the Zone on or about July 21, 2020. Fort Bend County agreed to participate at a rate up to 0.1865/\$100 valuation until 2049. The TIRZ 2 Board is a party to Fort Bend County's participation contract and has authorized TIRZ 2 the amendment to the participation agreement. The last step is for the City Council to approve the amendment and authorize city's participation in the TIRZ until 2049.

BUDGET/FISCAL ANALYSIS

During FY 2020 (as of September 1, 2020), TIRZ 2 received \$769,201 from Fort Bend County as their payment into the Tax Increment Fund. Assuming assessed values and tax rates remain the same throughout the life of the TIRZ, the 20-year period covered by the extension will provide at least \$15 million in tax increment funding from Fort Bend County to be utilized within the zone.

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

SUPPORTING MATERIALS

1. Agreement

STAFF'S RECOMMENDATION

Staff recommends approval of Amendment to participation in TIRZ 2 Agreement and extension of TIRZ until 2049.

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Odis Jones, City Manager

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MISSOURI CITY, TEXAS, FORT BEND COUNTY, FORT BEND COUNTY DRAINAGE DISTRICT, AND REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS FOR PARTICIPATION IN REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS

This Amendment (“Amendment”) is made and entered into pursuant to Section 311.013 of the Texas Tax Code by and between the City of Missouri City (“City”), a municipal corporation of the State of Texas, acting by and through its City Council; Fort Bend County (“County”), a body corporate and politic acting by and through its Commissioners Court; Fort Bend County Drainage District (“Drainage District”), a political subdivision of the State of Texas acting by and through the County Commissioners Court; and Reinvestment Zone Number Two, City of Missouri City, Texas (“Reinvestment Zone”), a reinvestment zone created by the City of Missouri City, Texas, acting by and through its Board of Directors.

WHEREAS, the City, County, Drainage District, and Reinvestment Zone entered into an agreement set forth in Exhibit “A” (“Agreement”) on or about April 23, 2001, for the County’s participation in the Reinvestment Zone; and

WHEREAS, the County desires to continue to participate in the Reinvestment Zone to foster economic growth and productivity in Fort Bend County; and

NOW, THEREFORE, for and in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the City, the County, the Drainage District, and the Reinvestment Zone (collectively referred to as “Parties”) hereby agree as follows:

Section 1. Purpose

The purpose of this Amendment is to extend the County and the Drainage District’s participation in the Reinvestment Zone.

Section 2. Amendments

- A. Article IV, Section A of the Agreement is amended by inserting a new Subdivision 3 after Subdivision 2 and before the paragraph beginning with the sentence, “The County’s Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amounts shown above” as follows:

“(3) Except as provided herein, the County’s/District’s Tax Increment Participation in years 2029 through 2049 shall be 50 percent of the amount of taxes actually collected by the County (for General Fund and Road & Bridge Fund only) and the Drainage District (Maintenance Fund only) on the County

Captured Appraised Value, unless the tax rate for any of those years exceeds the Tax Year 2019 rates. If the actual taxes collected for a category are based on a rate that is greater than Tax Year 2019 rate, the 2019 rate shall be used to calculate the County's/District's Increment Participation and County and/or District shall retain the overage amount. If the actual tax collected for any category is based on a rate that less than the Tax Year 2019 rate, then the County's/District's Tax Increment Participation for that category will be 50 percent of the amount actually collected. Below are the Tax Year 2019 Adopted Rates by Category and the 50 percent calculation of the Maximum Tax Increment Participation:

Category	Rate per \$100 valuation	50 percent
County general fund	.34350	.17175
County road and bridge fund	.01600	.008
Drainage maintenance fund	.01350	.00675

B. Article VI, Section A of the Agreement is amended as follows:

“A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until fifty (50) years later. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 1999 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2049.”

Section 3. Miscellaneous

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

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

**FORT BEND COUNTY
DRAINAGE DISTRICT**

Frank Hester Date

KP George Date



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council

Agenda Item: 9(d) Consider authorizing the acceptance of a deed conveying certain land for the construction, maintenance and operation of Fire Station No. 6, the land being dedicated and gifted to the City of Missouri City, Texas, by Palmetto/WIHA FB107, LP, a Texas limited partnership, pursuant to the grantor's development agreement with the City, for the development of the Parkway Crossing Subdivision.

Submitted by: Joseph N. Quintal, Assistant City Attorney, or
Shashi Kumar, Director, Public Works

SYNOPSIS

The attached deed is submitted by Palmetto/WIHA FB107, as a dedication in conformance with the Development Agreement between the developer and the City, related to the development of the Parkway Crossing Subdivision. The proposed conveyance satisfies Section 3.3 of the Agreement, requiring the developer to dedicate land to be used for public safety.

STRATEGIC PLAN 2020 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

On February 15, 2016, City Council unanimously passed a motion authorizing the City to enter into a Development Agreement with Palmetto/WIHA FB107, LP for the development of a mixed use residential and commercial subdivision on an approximate 107.39 acre tract of land located within the City. The Agreement requires the developer to dedicate to the City certain land to be used for public safety. The deed being considered for City Council approval and acceptance satisfies the developer's obligation to dedicate land for public safety, pursuant to the Agreement.

City Council is asked to approve and authorize the acceptance of a deed conveying certain land to be used for the construction, maintenance and operation of Fire Station No. 6.

BUDGET ANALYSIS

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

SUPPORTING MATERIALS

1. Deed.
2. Map depiction of the land transferred in the deed.
3. Attachment A: 2-15-2016 Development Agreement between the City and Palmetto/WIHA FB107, LP.
4. Attachment B: 2-15-2016 City Council Cover Memo.

SPECIAL WARRANTY DEED

Date: August 19, 2020

Grantor: Palmetto/WIHA FB107, LP, a Texas limited partnership.

Grantor's Mailing Address: 675 Bering Drive, Suite 500, Houston, Texas 77057

Grantee: CITY OF MISSOURI CITY, a Texas home-rule municipality.

Grantee's Mailing Address: 1522 Texas Parkway
Missouri City, Texas 77489

Consideration: Grantor's intention is to make a gift and donation of the herein described Property to Grantee for the benefit of Grantee's residents and the public.

Property (including any improvements): The real property described in metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. The Property is located within the boundaries of the "Developer Land", as defined in that certain developer agreement between the Grantor and the Grantee and filed of record in the real property records of Fort Bend County, Texas under the County Clerk's File No. 2016015998.

Reservations from Conveyance: Grantor reserves from conveyance Grantor's interest, if any and to the extent thereof, in all oil, gas, and other minerals existing in, under and that may be produced from the Property, and any royalty under any existing or future mineral lease covering any part of the Property. Water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, are specifically excluded from this Reservation. Grantor's reservation of mineral rights herein are subordinate to and at no time shall interfere with Grantee's use and enjoyment of the Property for its intended public use.

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to those easements, reservations, restrictions and matters of record duly recorded in the Official Real Property Records of Fort Bend County, Texas, to the extent, and only to the extent, that same are now in force and effect and relate to the Property.

Public Use of the Property: Grantor and Grantee agree that commencing on the date of acceptance of this deed by Grantee and continuing thereafter for a period of five (5) years the Property shall be used exclusively for public safety purposes (the "Initial Use Period").

Right of First Refusal: Should Grantee elect to sell the Property, Grantee shall give Grantor first right of refusal to repurchase the Property from Grantee.

Restrictive Covenants: Grantee is a home-rule municipality, existing under the laws of the State of Texas, and is exempt from the enforcement against it of all current and future restrictive covenants, deed restrictions, and homeowner or property owner association

fees, dues or assessments affecting the Property. Grantor and Grantee agree that the Property is not subject to any restrictive covenants, deed restrictions, and homeowner or property owner association fees, dues or assessments contained in the subdivision plat for the proposed Parkway Crossing Subdivision, or otherwise contained in any other instrument affecting land in said subdivision. Grantor and Grantee further agree that in the event of a conflict between this deed and any such plat or instrument, this deed shall control.

Taxes: Grantor agrees to pay the ad-valorem taxes due for all years prior to 2020 and the 2020 tax year pro-rated to the date of acceptance of this deed by Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANT, SELL, DONATE AND CONVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the Property to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[EXECUTION BY GRANTOR TO FOLLOW]

EXECUTION BY GRANTOR

Grantor has executed this Deed on this 19th day of August, 2020.

GRANTOR

Palmetto/WIHA FB107, LP,
a Texas limited partnership,

By: Its General Partner,
MC107, L.L.C.,
a Texas limited liability company

By: Joel R. Scott
Name: Joel R. Scott
Title: Managing Member

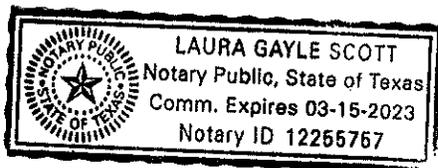
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 19th day of August 2020, by Joel R. Scott, in his capacity as the Managing Member of MC107, L.L.C., a Texas limited liability company, the general partner of Palmetto/WIHA FB107, LP.

(SEAL)



By: Laura Gayle Scott
Notary Public, State of Texas

ACCEPTANCE BY GRANTEE

ACCEPTED this _____ day of _____ 2020.

GRANTEE

**CITY OF MISSOURI CITY,
a Texas home-rule municipality**

By: _____
Yolanda Ford
Mayor

ATTEST:

By: _____
Maria Jackson
City Secretary

After recording, return to:
CITY OF MISSOURI CITY, TEXAS
ATTN: LEGAL DEPARTMENT
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

Parkway Crossing – Fire Station
1.526-Acres

H. Shropshire Survey
Abstract No. 313

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 1.526-acre tract of land situated in the H. Shropshire Survey, Abstract No. 313 in Fort Bend County, Texas, being out of a called 107.39 acre tract of land conveyed to Palmetto WIHA, LP by Special Warranty Deed recorded in Clerk's File No. 2015022123 of the Fort Bend County Official Public Records of Real Property; said 1.526-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the southernmost corner of Restricted Reserve "A" of Parks Edge Recreation Center, plat of which is recorded in Plat No. 20180033 of the Fort Bend County Plat Records, in the east line of Parks Edge Boulevard (right-of-way varies), dedication of which is shown on Parks Edge Boulevard, plat of which is recorded in Plat No. 20180034 of the Fort Bend County Plat Records and said Plat No. 20180033 and being in the north line of said 107.39 acre tract;

THENCE, along the east line of said Parks Edge Boulevard recorded in said Plat No. 20180034, the following nine (9) courses and distances:

1. South 25°11'26" East, 654.13 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a curve to the left;
2. Along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 45°34'23", an arc length of 39.77 feet, and a long chord bearing South 47°58'37" East, 38.73 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;
3. Along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 06°16'35", an arc length of 10.95 feet, and a long chord bearing South 67°37'31" East, 10.95 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the left;
4. Along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a long chord bearing South 89°50'20" East, 42.82 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner")
5. THENCE, South 25°11'26" East, 90.00 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the left;
6. THENCE, along the arc of said non-tangent curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a long chord bearing South 39°27'28" West, 42.82 feet, to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;
7. THENCE, along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 07°01'54", an arc length of 12.27 feet, and a long chord bearing South 17°37'18" West, 12.26 feet, to a

Parkway Crossing – Fire Station
1.526-Acres

H. Shropshire Survey
Abstract No. 313

found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the left;

8. THENCE, along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 43°25'12", an arc length of 37.89 feet, and a long chord bearing South 00°34'21" East, 36.99 feet, to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;

9. THENCE, along the arc of said reverse curve to the right having a radius of 1053.40 feet, a central angle of 07°39'54", an arc length of 140.92 feet, and a long chord bearing South 18°27'00" East, 140.82 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the right, also the **POINT OF BEGINNING** of the herein described tract;

THENCE, along the arc of said non-tangent curve to the right having a radius of 686.95 feet, a central angle of 27°37'28", an arc length of 331.21 feet, and a long chord bearing North 85°43'59" East, 328.01 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner;

THENCE, South 06°31'36" West, 247.53 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the left;

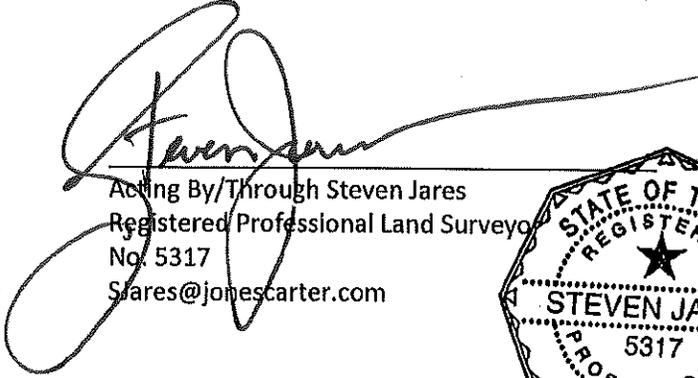
THENCE, along the arc of said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 22°58'08", an arc length of 190.42 feet, and a long chord bearing North 80°59'22" West, 189.15 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner;

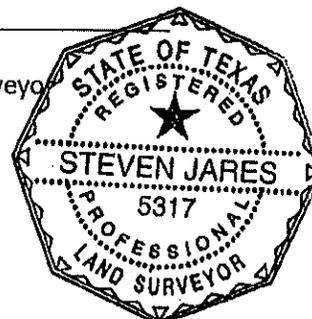
THENCE, South 87°31'34" West, 56.35 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 87°20'25", an arc length of 38.11 feet, and a long chord bearing North 48°48'13" West, 34.53 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") in the east line of the aforementioned Parks Edge Boulevard and at the beginning of a reverse curve to the left;

THENCE, along said east line and the arc of said reverse curve to the left having a radius of 1053.40 feet, a central angle of 09°29'03", an arc length of 174.37 feet, and a long chord bearing North 09°52'32" West, 174.17 feet, to the **POINT OF BEGINNING, CONTAINING 1.526-acres** of land in Fort Bend County, Texas.

Jones|Carter
6330 West Loop South
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100


Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
Sjares@jonescarter.com



Page 2 of 2

K:\13951\13951-0012-00 Parkway Crossing Phase I Platting\1 Surveying Phase\Documents Created\Parkway Crossing Fire Station 1.526 Ac .docx

EXHIBIT "A"
Page 2 of 3

Fire Station 6



Map By:
GIS Division
June 2020

Geographic Coordinate System
North American Datum
1983 (NAD83)



The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is provided to the public as a secondary representation of real property based on public records. It is provided "as is" without any warranty, express or implied, and shall not be used for any purpose other than that for which it was intended. The City and its vendors assume no legal responsibility for the information on this map.

Legend

Metes and Bounds

- ◄► Commencing Path
- Fire Station 6 Tract

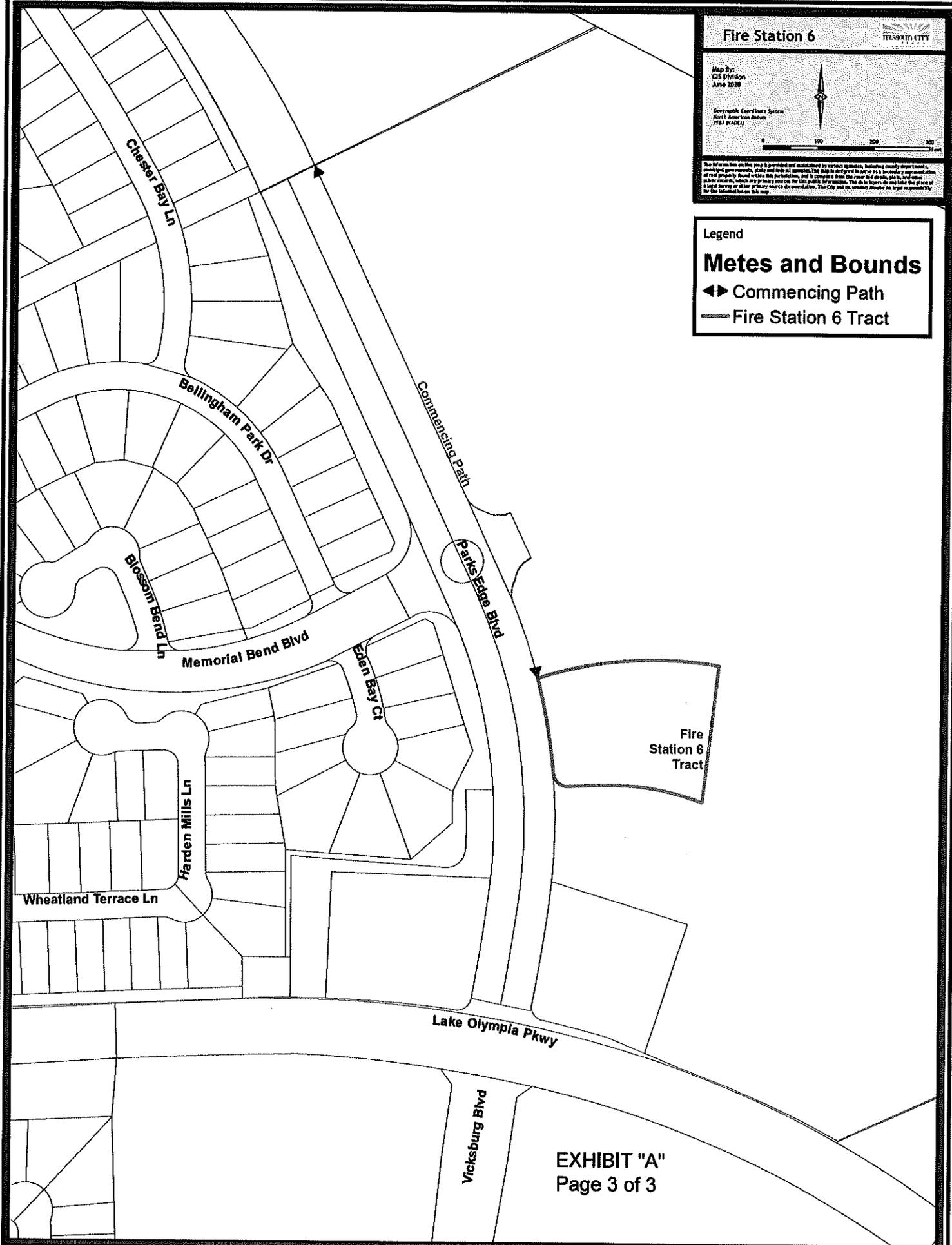


EXHIBIT "A"
Page 3 of 3

Fire Station 6



Map By:
GIS Division
June 2020

Geographic Coordinate System
North American Datum
1983 (NAD83)



The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.

Legend

Metes and Bounds

↔ Commencing Path

— Fire Station 6 Tract



Fire Station 6 Tract



WJA DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MISSOURI CITY, TEXAS,
AND
PALMETTO/WIHA FB107, LP
AND LOP 8.5, L.P.

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and among PALMETTO/WIHA FB107, LP, a Texas limited partnership, its successors or assigns, ("Palmetto"), LOP 8.5, L.P., a Texas limited partnership, its successors and assigns ("LOP 8.5") and THE CITY OF MISSOURI CITY, TEXAS ("City"), to be effective on the 15th day of Feb., 2016 (the "Effective Date"). Palmetto and LOP 8.5 are collectively referred to as "Developer."

RECITALS

Palmetto owns approximately 107.39 acres of land in Fort Bend County, Texas and within the corporate limits of the City consisting of tracts of approximately 41.72 acres, 63.64 acres, 1.37 acres and 0.66 acres.

The 41.72 acre tract, more particularly described on Exhibit "A," attached hereto and incorporated herein and referred to herein as the "Tract", lies within the boundaries of Missouri City Management District No. 1 (the "District").

The 63.64 acres, which lie within the boundaries of Fort Bend County Municipal Utility District No. 48 ("MUD 48") more particularly described on Exhibit "B," attached hereto and incorporated herein. The 2.03 acres (consisting of the 1.37 acres tract and the 0.66 acres tract) which Palmetto intends to petition MUD 48 to be annexed into MUD 48, more particularly described on Exhibit "B-1," attached hereto and incorporated herein and collectively referred to herein as the "MUD 48 Land." Palmetto intends to petition the City for consent to annex the 2.03 acres into the boundaries of MUD 48. The Tract and the MUD 48 Land are shown on the depiction attached hereto as Exhibit "B-2."

LOP 8.5 owns an additional 8.481 acres, more particularly described on Exhibit "C," attached hereto and incorporated herein and referred to herein as the "Annexation Tract" which lies outside the boundaries of any special district, but LOP 8.5 is concurrently petitioning the City for consent to annex such tract into the District.

All the terms of the Agreement relate to both LOP 8.5 and Palmetto except as otherwise provided in Section 6.12 of this Agreement.

The Tract, the MUD 48 Land and the Annexation Tract are referred to jointly herein as the "Developer Land." The Developer intends to develop the Developer Land primarily for mixed-use commercial and residential uses. The Developer represents that the development of

Attachment A

the Developer Land requires an agreement providing for long-term certainty concerning development of the Developer Land.

The City is a home rule city with all powers except those specifically limited by the Constitution and laws of the State of Texas and the City Charter.

The City wishes to provide for the orderly, safe and healthful development of the Developer Land, and the City and the Developer agree that the development of the Developer Land and provision of utilities can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City, and Developer, agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

“Aggregate Development Area” means all land subject to this Agreement as well as all land subject to that certain Development Agreement among the City of Missouri City, Texas and 349 Memorial, LLC, of even date with this Agreement.

“Association” means a homeowners’ association or property owners’ association for non-single family residential property as applicable.

“City” means the City of Missouri City, Texas, a home rule municipal corporation situated in Fort Bend and Harris Counties, Texas, acting by and through its governing body, the City Council of Missouri City, Texas.

“City Code” means the Code of Ordinances and other ordinances and regulations adopted by the City of Missouri City, as such ordinances may be amended, changed, supplemented or repealed from time to time.

“Developer” means Palmetto/WIHA FB107, L.P., a Texas limited partnership and LOP 8.5, L.P., a Texas limited partnership.

“District” means Missouri City Management District No. 1, created by the Texas Legislature pursuant to H.B. No. 4147 in the 84th legislative session and codified as Chapter 3931, Special District Local Laws Code.

Attachment A

“ESFC” means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family Connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of wastewater means 315 gallons per day of water and an ESFC of water means 400 gallons per day of water.

“General Plan” means the PD Planned Development District No. 96, as amended from time to time with the approval of the City.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

Section 1.2 Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

- Exhibit A Metes and Bounds Description of the Tract
- Exhibit B Metes and Bounds Description of the MUD 48 Land
- Exhibit B-1 Metes and Bounds Description of the 2.03 acre tract
- Exhibit B-2 Map showing all tracts
- Exhibit C Metes and Bounds Description of the Annexation Tract

ARTICLE II GENERAL PLAN AND LAND USE

The Developer Land is to be developed primarily for mixed-use commercial and residential uses. As consideration for the City’s obligations under this Agreement, the Developer intends to proceed to develop the Developer Land consistent with the General Plan as expeditiously as possible as determined by real estate and financial market and legal conditions. This Article does not require and shall not be construed as requiring the Developer to develop the Developer Land on any particular schedule or timetable other than as specified in the General Plan.

ARTICLE III DEVELOPER OBLIGATIONS

Section 3.1 Utilities.

a. *Utility Agreement.* The District and the City are entering into a Utility and Road Agreement of even date herewith for the development of water, sewer, drainage and road facilities to serve the District including the Annexation Tract if approved by the District and the City (the “Utility and Road Agreement”). Additionally, the City and MUD 48 are entering into an amendment to the Regional Wastewater Treatment Facilities Agreement By and Between the City of Missouri City and MUD 48, an amendment to the Regional Joint Water Treatment Facilities Agreement By and Between the City of Missouri City and MUD 48, and a Utility

Attachment A

Agreement, all of even date herewith, for the provision of water and sewer facilities to serve the MUD 48 Land (such series of agreements referred to herein as the "MUD 48 Agreements.") This Agreement shall apply to the MUD 48 Land, provided however that utility service to the MUD 48 Land will be governed by the terms of the MUD 48 Agreements.

b. *Impact Fees for the Developer Land.*

- (i) *Wastewater.* The City and Developer acknowledge that while the land in the District is within the Mustang Bayou Service Area, it may be in the parties' best interests for the Developer Land to be served by another wastewater treatment plant within the City. Palmetto or the District will design and construct one regional lift station and one force main to serve all the land within the Developer Land. The regional lift station and the force main will be at locations to be mutually agreed upon as engineering plans are approved by the City. The flows from the Developer Land will be treated at either the Palmer Plantation Wastewater Treatment Plant (the "Palmer Plant") and/or Mustang Bayou Wastewater Treatment Plant ("Mustang Bayou Plant"). Upon platting, the Developer or District agrees to pay a capital connection charge equal to the Mustang Bayou Service Area impact fee adopted by City ordinance. If the City determines that wastewater flows will be treated at the Palmer Plant and pursuant to Chapter 395, Texas Local Gov't Code establishes an impact fee for the Palmer Plant, the Developer or District will pay the impact fee for the applicable plant for all property platted after the adoption of the Palmer Plant impact fee. The City agrees that upon payment of the applicable impact fee and platting, it will provide wastewater treatment plant capacity to the Developer Land. The City will timely issue permits and approve plans upon payment of the requisite impact fee. The impact fee for the Mustang Bayou Service Area is currently \$2276.29 per ESFC, but the Developer or District will pay impact fees as they may be adjusted per City ordinance and Chapter 395 Texas Local Government Code from time to time. The City represents that it has sufficient capacity, or will have sufficient capacity, to serve the full development of the Developer Land as shown in the General Plan. In the event that the City cannot provide wastewater capacity to the District when payment of the impact fee is due, the Developer or District may advance funds to the City to construct the needed wastewater facilities and receive impact fee credit for such funds advanced to the extent that the City has not already reimbursed the District for such capacity costs.
- (ii) *Water.* The Developer agrees to pay applicable water impact fees as the Developer Land is platted and developed. The water impact fee is currently in the amount of \$1,009 per ESFC and are due at the time of platting.
- (iii) *Impact Fee Adjustments.* The Developer agrees and acknowledges that water impact fees may be adjusted from time to time in accordance with Chapter 395, Texas Local Government Code. Such fees are due at the time of platting and capacity is allocated to such land upon payment in accordance with the

City Code.

c. *Drainage.* The Developer shall prepare and submit one or more Drainage Plans to the City for approval and then design and construct drainage facilities to serve the Developer Land in accordance with City Code, as amended from time to time, and the approved Drainage Plans.

Section 3.2 Road Improvements.

a. *City Code Compliance.* In developing the road network for the Developer Land, Developer must comply with all applicable City Code requirements as they may be amended from time to time, including without limitation, the Fire Code and the City's Infrastructure Design Manual (including without limitation requirements to provide both an overall traffic impact analysis ("TIA") and specific TIAs for the Tract and the MUD 48 Land. To the extent that two or more ordinances or requirements apply, the Developer must comply with all.

b. *Traffic Improvements Outside Developer Land Boundaries.* Notwithstanding the preceding paragraph, the Developer's obligations to construct traffic improvements outside the boundaries of the Developer Land are exclusively described in this Section 3.2(b) unless the General Plan is materially amended and additional improvements are necessitated by such change. To the extent additional right of way is necessary to construct such additional traffic improvements outside the boundaries of the Developer Land on land not owned by the Developer, the City will assist in obtaining such right of way, including using powers of eminent domain if necessary, at no cost to the City.

- (i) Terms of this Section 3.2(b)(i) only apply to Palmetto. Palmetto will design and construct the east bound bridge on Lake Olympia Parkway over the Mustang Bayou diversion channel (the "Bridge"). The Bridge will be designed and constructed in accordance with all regulatory approvals and requirements, including the City Code. The City has been advised that 349 Memorial, LLC, another developer in the District, is to share the costs of the Bridge with Palmetto. Palmetto and 349 Memorial, LLC, shall be jointly and severally liable for the costs to design and construct the Bridge, and the City may enforce the entirety of this obligation against Palmetto or 349 Memorial, LLC. The City is not responsible for any costs associated with construction of the Bridge. Once constructed, the Bridge will be conveyed to the City for ownership, operation and maintenance. Construction of the Bridge must begin on or before the later of (1) the third anniversary of the recordation of the first final plat of land within the Aggregate Development Area or (2) when the City issues certificates of occupancy for 200 dwelling units within the Aggregate Development Area. Construction of the Bridge will be pursued with diligence to completion and then conveyed to the City.
- (ii) Developer agrees to pay applicable impact fees associated with the Lake Olympia Parkway Extension in accordance with City Ordinance No. O-10-28 as the applicable Developer Land is developed. Developer agrees to pay such

impact fees (currently \$313 per lot) in accordance with such ordinance as amended from time to time in compliance with Chapter 395, Texas Local Government Code.

Section 3.3 Public Safety.

a. *Ordinances.* The Developer will comply with all ordinances in the City Code applicable to fire protection, as such ordinances may be amended from time to time.

b. *Donation of Public Safety Site.* Terms of this Section 3.3 (b) apply only to Palmetto. Palmetto will donate and convey or shall cause the District to donate and convey, at no cost to the City, a site (the "Site") for the use for a public safety center, administrative offices or open space (the "Station") within 120 days of written request by the City. The Site shall have frontage on Vicksburg Boulevard and shall contain approximately 1.5 acres in a configuration acceptable to the City and Palmetto unless otherwise approved by the City Fire Chief. The Site must be approved by the City Fire Chief as suitable for the type of Station to be built. City will use reasonable efforts to design Station to be consistent with the architectural character of the surrounding development. If the City does not build the Station and elects to sell the Site, City will give Palmetto first right of refusal to repurchase the Site from City. If City does not acquire Site within ten (10) years of this agreement, this Section 3.3 (b) shall become null and void.

c. *Purchase of Additional Acreage.* The City may purchase additional acreage at fair market value from Palmetto if available.

Section 3.4 Associations. The Developer will establish one or more Associations to cover all the Developer Land. Except as provided in Section 3.5, the District and/or Association may maintain park facilities; the City will not accept or maintain park facilities unless mutually agreed to in the future. The Developer agrees to make binding arrangements to have the parks and recreational facilities maintained by an entity other than the City prior to the City's dissolution of the District.

Section 3.5 Park and Recreational Facilities. Developer will make parkland dedications to the City in accordance with the provisions of this Section 3.5 and Section 82-174 of the City Code. The Developer will make phased parkland dedications as Developer submits plats for City approval as required. Private Parkland will be maintained by an Association. The Developer must submit his park and trail plans for approval through normal City channels (Parks Board, Planning and Zoning Commission and City Council in accordance with City Codes). In consideration of the Developer developing parks and trails in lieu of the City having to do so, construction costs of approved park and trail improvements will be credited towards the cash payment. However, if the Developer elects to construct improvements for which the construction costs exceed the required cash payment, Developer shall do so at his own cost and for the purposes of increasing marketability of his development, and there will be no refund from the City. Trails accepted by the City as City parkland pursuant to Sec. 82-174 will be owned, operated and maintained by the City. Trails not accepted by the City may be maintained by an Association or the District; the City will not accept or maintain park facilities unless mutually agreed to in the future. The Developer agrees to make binding arrangements to have

the parks and recreational facilities not accepted by the City to be maintained by an entity other than the City prior to the City's dissolution of the District. The Developer agrees to construct or otherwise provide a meeting place for the Association inside the District that will be air conditioned and provide space sufficient for approximately fifty people. One location of an acceptable meeting place within the District shared by one or more Associations within the District will be sufficient to meet the requirements described herein.

Section 3.6 Parks; Fencing and Landscaping. The provisions of the City Code regarding park requirements currently apply only to residential properties, including multi-family properties. Developer agrees to comply with all City Code provisions related to fencing and landscaping including without limitation Section 14 of Appendix A Zoning and City Code provisions related to maintenance of landscaping in public right of way.

Section 3.7 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert, a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 3.8 Right of Way Acquisition. The City acknowledges that the District does not have the powers of eminent domain under state law. The Developer and District will use all commercially reasonable efforts to acquire any right of way necessary to construct improvements required by the City under this Agreement. The City agrees that it will assist the Developer or District in obtaining any necessary right of way not owned by the Developer, including using its powers of condemnation, at no cost to the City.

Section 3.9 Developer Requirements. Developer agrees that the donations of land and the construction required hereunder are necessitated by and proportional to the impact of the development of the Developer Land.

ARTICLE IV DEFAULT AND TERMINATION

Section 4.1 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Developer Land be developed in accordance with the terms of this Agreement.

a. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to

Attachment A

comply with a provision of this Agreement or the City Code provisions applicable to the Developer Land.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the event of an attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article IV shall provide the remedies for such default.

Section 4.2 Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 4.3 Notice of City's Default.

a. Developer shall notify the City in writing to the City Secretary specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse

Attachment A

of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 4.4 Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE V DISSOLUTION

Section 5.1 Dissolution. The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI MISCELLANEOUS

Section 6.1 Sale of Developer Land; Assignability. This Agreement is assignable by Developer in the event of a sale of the entirety or any portion of the Developer Land to a person intending to develop the tract or such portion thereof in accordance with this Section 6.1. This

Attachment A

Agreement is not intended to be and shall not be binding on the ultimate purchasers of lots or parcels out of the Developer Land. The Developer shall provide the City a written assignment and assumption agreement, signed by the Developer and the assignee, in the form acceptable to the City. Such assignment and assumption agreement shall specify whether the assignment is a partial assignment or a complete assignment and provide sufficient detail to allow the City to understand and enforce the assigned obligations and the retained obligations against the appropriate party. In addition, the Developer shall provide evidence of ownership of the assigned tract; and in the event of a partial assignment, identification of those obligations assumed by assignee and those obligations retained by the Developer. Within thirty (30) days of the assignment, such assignment and assumption agreement shall be provided by the Developer to the City and will become effective upon the approval of the form of the assignment and assumption agreement and its execution by the City Manager, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 6.2 Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 6.3 Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 6.4 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by

Attachment A

depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attention: City Manager

With a copy to City Attorney

If to the Developer, to:

Palmetto/WIHA FB107, LP
750 Bering Drive, Suite 130
Houston, Texas 77057
Attention: Joel Scott

AND

LOP 8.5, L.P.
750 Bering Drive, Suite 130
Houston, Texas 77057
Attention: Joel Scott

With a copy to:

Stephen M. Robinson
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6 Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Attachment A

Section 6.7 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8 Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9 Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Fort Bend County. In addition, any assignments of this Agreement shall be recorded in the deed records of Fort Bend County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Developer Land, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Developer Land who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.10 Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.11 Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

Section 6.12 . Developers' Obligations; No Joint and Several Liability. LOP 8.5 is a party to this Agreement as it pertains to the Annexation Tract and is considered a Developer except as to provisions of Section 3.1(b)(i) (as to obligations to design and construct the regional lift station); Section 3.2(b)(i); and Section 3.3(b), all of which do not apply to LOP 8.5. Section 3.1(b)(i) (provisions related to design and construct regional lift station), Section 3.2(b)(i) and Section 3.3(b) of this Agreement are sole obligations of Palmetto and do not apply to LOP 8.5. Further, each Developer's respective obligations under this Agreement are not joint and several obligations but are obligations solely as it related to property it owns and those obligations related to those parcels.

(Signature Page to Follow)

Attachment A

Executed by the Developer and the City to be effective on the Effective Date.

Palmetto/WIHA FB107, LP, a Texas limited partnership

By: MC107, LLC, Its general partner

By: Joel R. Scott
Joel R. Scott, Managing Member

STATE OF TEXAS §

§

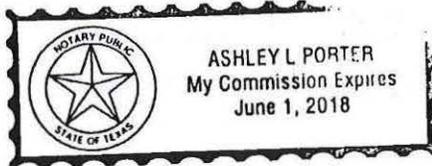
COUNTY OF FORT BEND §

This instrument was acknowledged before me this 15th day of February, 2016, by Joel Scott, Managing Member of Palmetto/WIHA FB107, L.P., a Texas limited partnership, on behalf of said partnership.

Ashley Porter

Notary Public, State of Texas

(NOTARY SEAL)



Attachment A

LOP 8.5, L.P., a Texas limited partnership

By: GP LOP 8.5, LLC, Its general partner

By: Joel R. Scott
Joel R. Scott, Managing Member

STATE OF TEXAS §

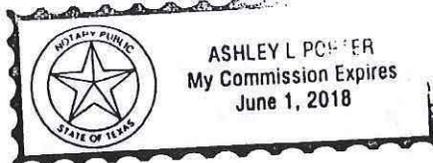
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COUNTY OF FORT BEND §

This instrument was acknowledged before me this 15th day of February, 2016, by Joel Scott, Managing Member of LOP 8.5, L.P., a Texas limited partnership, on behalf of said partnership.

Ashley Porter
Notary Public, State of Texas

(NOTARY SEAL)



CITY OF MISSOURI CITY, TEXAS

Allen Owen, Mayor

AS PER ORIGINAL

ATTEST:

Maria Gonzalez, City Secretary

Jackson

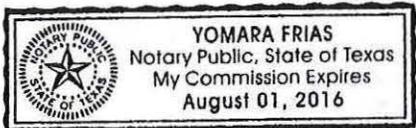


STATE OF TEXAS §

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COUNTY OF FORT BEND §

This instrument was acknowledged before me this 15 day of February, 2016, by Allen Owen, Mayor, City of Missouri City, on behalf of said City.



Notary Public, State of Texas

(NOTARY SEAL)

Attachment A

Exhibit A

41.72 Acres

H. Shropshire Survey 1/3 League
Abstract No. 313

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 41.72 acre tract of land situated in the H. Shropshire Survey 1/3 League, Abstract No. 313 in Fort Bend County, Texas, being out of a called 565.1305 acre tract of land conveyed to Marhaba Partners Limited Partnership by Special Warranty Deed recorded in Clerk's File No. 2001122130 of the Fort Bend County Official Public Records of Real Property; said 41.72 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the southwest line of a called 82.741 acre tract, Reserve A, Block 1 of Senior Road Tall Tower, plat of which is recorded in Slide No. 1840B of the Fort Bend County Map Records, from said iron rod a found 5/8-inch rod bears North 62°52'52" West, 412.26 feet;

THENCE, South 62°52'52" East, along the southwest line of said Reserve A, at 0.16 feet passing a found 5/8-inch iron rod (disturbed), continuing in all a total distance of 2225.38 feet found 5/8-inch iron rod (with cap stamped "VTSM") being in the west line of Fort Bend County Toll Road (right-of-way varies) recorded in Clerk's File No. 2002112837 of the Fort Bend County Official Public Records of Real Property, from said iron rod a found a found 5/8-inch iron rod bears North 02°49'05" West, 627.24 feet;

THENCE, along the west line of said Fort Bend County Toll Road, the following seven (7) courses and distances:

1. South 02°49'05" East, 121.16 feet to a point at the beginning of a curve to the left, from said point a found 5/8-inch iron rod bears South 84°36'50" East, 0.4 feet ;
2. Along the arc of said curve to the left having a radius of 5879.60 feet, a central angle of 01°37'34", an arc length of 166.87 feet, and a long chord bearing South 03°37'51" East, 166.86 feet to the **POINT OF BEGINNING** of the herein described tract;
3. Continuing along said curve to the left having a radius of 5879.60 feet, a central angle of 09°51'34", an arc length of 1011.77 feet, and a long chord bearing South 09°22'26" East, 1010.53 feet to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying")
4. South 02°50'47" East, 43.93 feet to a found 5/8-inch iron rod at the beginning of a curve to the left;
5. Along the arc of said curve to the left having a radius of 1453.39 feet, a central angle of 15°42'27", an arc length of 398.45 feet, and a long chord bearing South 10°42'01" East, 397.20 feet to a found 5/8-inch iron rod at the beginning of compound curve to the left;
6. Along the arc of said compound curve to the left having a radius of 5929.60 feet, a central angle of 03°38'22", an arc length of 376.65 feet, and a long chord bearing South 20°22'26" East, 376.59 feet to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying"), from which a found 5/8-inch iron rod bears North 03°52'05" East, 0.25 feet;

Attachment A

AS PER ORIGINAL

41.72 acres

H. Shropshire Survey 1/3 League
Abstract No. 313

7. South 32°26'09" West, 63.40 feet to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north line of Lake Olympia Parkway (called 100-foot wide) dedication of which is described in Warranty Deed with Vendor's Lien recorded in Clerk's File No. 200411056 of the Fort Bend County Official Public Records of Real Property at the beginning of a non-tangent curve to the right;

THENCE, along the north line of said Lake Olympia Parkway, the following five (5) courses and distances:

1. Along the arc of said non-tangent curve to the right having a radius of 1950.00 feet, a central angle of 03°14'44", an arc length of 110.46 feet, and a long chord bearing South 88°46'43" West, 110.44 feet to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying");
2. North 89°35'55" West, 120.00 feet to a found 5/8-inch iron rod at the beginning of a curve to the right;
3. Along the arc of said curve to the right having a radius of 1150.00 feet, a central angle of 52°58'40", an arc length of 1063.33 feet, and a long chord bearing North 63°06'34" West, 1025.86 feet to a found 3/4-inch iron rod;
4. North 36°37'19" West, 120.01 feet to a found 3/4-inch iron rod at the beginning of a curve to the left;
5. Along the arc of said curve to the left having a radius of 2050.00 feet, a central angle of 24°46'42", an arc length of 886.55 feet, and a long chord bearing North 49°00'36" West, 879.66 feet to a point for corner;

THENCE, North 65°32'32" East, 1695.44 feet to the **POINT OF BEGINNING, CONTAINING 41.72 acres** of land in Fort Bend County, Texas.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared."

Attachment A

Exhibit B

63.64 Acres

H. Shropshire Survey 1/3 League
Abstract No. 313

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 63.64 acre tract of land situated in the H. Shropshire Survey 1/3 League, Abstract No. 313 in Fort Bend County, Texas, being out of a called 565.1305 acre tract of land conveyed to Marhaba Partners Limited Partnership by Special Warranty Deed recorded in Clerk's File No. 2001122130 of the Fort Bend County Official Public Records of Real Property; said 63.64 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch Iron rod in the north line of Lake Olympia Parkway (called 100-foot wide) dedication of which is described in Warranty Deed with Vendor's Lien recorded in Clerk's File No. 2004110056 of the Fort Bend County Official Public Records of Real Property, said iron rod being in the west line of called 565.1305 acre tract, common with the west line of a Fort Bend County Drainage District Easement recorded in Volume 860, Page 323 of the Fort Bend County Deed Records, said line being the west line of said H. Shropshire Survey (east line of the David Bright League, Abstract 13);

THENCE, North 02°31'08" West, along said common line, 784.40 feet to a point for corner in the south line of a called 50-foot wide Gulf Pipeline Easement recorded in Volume 102, Page 419 and Volume 315, Page 629, both of the Fort Bend County Deed Records;

THENCE, North 63°20'09" East, along the southerly line of said Pipeline Easement, at 80.32 feet passing a found 5/8-inch Iron rod (with cap stamped "Bowden"), continuing along said southerly line, in all a total distance of 1681.05 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 63°20'09" East, continuing along said southerly line, 623.10 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the southwest line of a called 82.741 acre tract, Reserve A, Block 1 of Senior Road Tall Tower, plat of which is recorded in Slide No. 1840B of the Fort Bend County Map Records, from said iron rod a found 5/8-inch rod bears North 62°52'52" West, 412.26 feet;

THENCE, South 62°52'52" East, along the southwest line of said Reserve A, at 0.16 feet passing a found 5/8-inch Iron rod (disturbed), continuing in all a total distance of 1840.15 feet to a point for corner;

THENCE, along the east line of Fort Bend County Municipal Utility District (MUD) 48, the following three (3) courses and distances:

1. South 49°34'36" East, 394.96 feet to a point for corner;
2. South 21°23'44" East, 52.86 feet to a point for corner;
3. South 06°50'46" West, 187.25 feet to a point for corner;

Attachment A

63.64 Acres

H. Shropshire Survey 1/3 League
Abstract No. 313

THENCE, South 65°32'32" West, along the southeast line of said MUD, 1627.58 feet to a point for corner in the north line of the aforementioned Lake Olympia Parkway at the beginning of a non-tangent curve to the left;

THENCE, along the north line of said Lake Olympia Parkway and the arc of said non-tangent curve to the left having a radius of 2050.00 feet, a central angle of 10°41'08", an arc length of 382.32 feet, and a long chord bearing North 66°44'30" West, 381.76 feet to a point for corner;

THENCE, along the boundary of said MUD, the following 5 courses and distances:

1. North 17°28'27" East, 250.71 feet to a point for corner;
2. North 72°41'09" West, 264.69 feet to a point for corner;
3. South 02°12'30" West, 64.02 feet to a point at the beginning of a curve to the right;
4. Along the arc of said curve to the right having a radius of 500.00 feet, a central angle of 08°21'46", an arc length of 72.98 feet, and a long chord bearing South 06°23'23" West, 72.91 feet to a point for corner;
5. South 09°27'23" West, 104.49 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north line of the aforementioned Lake Olympia Parkway;

THENCE, North 78°35'00" West, along said north line, 55.10 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 3777.74 feet, a central angle of 02°55'09", an arc length of 192.46 feet, and a long chord bearing North 09°10'27" East, 192.44 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 999.52 feet, a central angle of 32°54'19", an arc length of 574.03 feet, and a long chord bearing North 08°44'17" West, 566.17 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 25°11'26" West, 811.84 feet to the **POINT OF BEGINNING, CONTAINING 63.64 acres of land in Fort Bend County, Texas.**

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared."

Attachment A

Exhibit B-1

This description refers to that certain real property described in Exhibit B-1, save and except therefrom those two (2) certain tracts described in Exhibits A and B, respectively.

H. Shropshire Survey 1/3 League
Abstract No. 313

107.39 Acres

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 107.39 acre tract of land situated in the H. Shropshire Survey 1/3 League, Abstract No. 313 in Fort Bend County, Texas, being out of a called 565.1305 acre tract of land conveyed to Marhaba Partners Limited Partnership by Special Warranty Deed recorded in Clerk's File No. 201122130 of the Fort Bend County Official Public Records of Real Property; said 107.39 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod in the north line of Lake Olympia Parkway (called 100-foot wide) dedication of which is described in Warranty Deed with Vendor's Lien recorded in Clerk's File No. 200411056 of the Fort Bend County Official Public Records of Real Property, said iron rod being in the west line of called 565.1305 acre tract, common with the east line of a Fort Bend County Drainage District Easement recorded in Volume 880, Page 323 of the Fort Bend County Deed Records, said line being the west line of said H. Shropshire Survey (east line of the David Bright League, Abstract 13);

THENCE, North 02°31'06" West, along said common line, 784.40 feet to a point for corner in the south line of a called 50-foot wide Gulf Pipeline Easement recorded in Volume 102, Page 419 and Volume 315, Page 629, both of the Fort Bend County Deed Records;

THENCE, North 63°20'09" East, along the southerly line of said Pipeline Easement, at 80.32 feet passing a found 5/8-inch iron rod (with cap stamped "Bowden"), continuing along said southerly line, in all a total distance of 1681.05 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for the POINT OF BEGINNING of the herein described tract;

THENCE, North 69°20'09" East, continuing along said southerly line, 623.10 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the southwest line of a called 82.741 acre tract, Reserve A, Block 1 of Senior Road Tall Tower, part of which is recorded in Slide No. 18408 of the Fort Bend County Map Records, from said iron rod a found 5/8-inch rod bears North 62°52'52" West, 412.26 feet;

THENCE, South 62°52'52" East, along the southwest line of said Reserve A, at 0.16 feet passing a found 5/8-inch iron rod (disturbed), continuing in all a total distance of 2225.38 feet to a found 5/8-inch iron rod (with cap stamped "VTSM"), being in the west line of Fort Bend County Toll Road (right-of-way varies) recorded in Clerk's File No. 2002112837 of the Fort Bend County Official Public Records of Real Property, from said iron rod a found a found 5/8-inch iron rod bears North 02°49'05" West, 627.24 feet;

THENCE, along the west line of said called 17.251 acre tract, the following six (6) courses and distances:

1. South 02°49'05" East, 121.16 feet to a point at the beginning of a curve to the left, from said point a found 5/8-inch iron rod bears South 84°36'50" East, 0.4 feet;

Attachment A

Tract 2
107.39 Acres

H. Shropshire Survey 1/3 League
Abstract No. 313

2. Along the arc of said curve to the left having a radius of 5879.60 feet, a central angle of $11^{\circ}29'08''$, an arc length of 1178.64 feet, and a long chord bearing South $08^{\circ}33'39''$ East, 1176.67 feet to a set 3/4-Inch Iron rod (with cap stamped "Cotton Surveying");
3. South $02^{\circ}50'47''$ East, 43.93 feet to a found 5/8-Inch Iron rod at the beginning of a curve to the left;
4. Along the arc of said curve to the left having a radius of 1453.39 feet, a central angle of $15^{\circ}42'27''$, an arc length of 398.45 feet, and a long chord bearing South $10^{\circ}42'01''$ East, 397.20 feet to a found 5/8-Inch Iron rod at the beginning of compound curve to the left;
5. Along the arc of said compound curve to the left having a radius of 5929.60 feet, a central angle of $03^{\circ}38'22''$, an arc length of 376.65 feet, and a long chord bearing South $20^{\circ}22'26''$ East, 376.59 feet to a set 3/4-Inch Iron rod (with cap stamped "Cotton Surveying"), from which a found 5/8-Inch Iron rod bears North $03^{\circ}52'05''$ East, 0.25 feet;
6. South $32^{\circ}26'09''$ West, 63.40 feet to a set 3/4-Inch Iron rod (with cap stamped "Cotton Surveying") in the north line of the aforementioned Lake Olympia Parkway at the beginning of a non-tangent curve to the right;

THENCE, along the north line of said Lake Olympia Parkway, the following seven (7) courses and distances:

1. Along the arc of said non-tangent curve to the right having a radius of 1950.00 feet, a central angle of $03^{\circ}14'44''$, an arc length of 110.46 feet, and a long chord bearing South $88^{\circ}46'43''$ West, 110.44 feet to a set 3/4-Inch Iron rod (with cap stamped "Cotton Surveying");
2. North $89^{\circ}35'55''$ West, 120.00 feet to a found 5/8-Inch Iron rod at the beginning of a curve to the right;
3. Along the arc of said curve to the right having a radius of 1150.00 feet, a central angle of $52^{\circ}58'40''$, an arc length of 1063.33 feet, and a long chord bearing North $63^{\circ}06'34''$ West, 1025.86 feet to a found 3/4-Inch Iron;
4. North $36^{\circ}37'19''$ West, 120.01 feet to a found 3/4-Inch Iron rod at the beginning of a curve to the left;
5. Along the arc of said curve to the left having a radius of 2050.00 feet, a central angle of $40^{\circ}50'54''$, an arc length of 1461.53 feet, and a long chord bearing North $57^{\circ}02'42''$ West, 1430.77 feet to a set 3/4-Inch rod (with cap stamped "Cotton Surveying") at the beginning of a reverse curve to the right;

Attachment A

AS PER ORIGINAL

H. Shropshire Survey 1/3 League
Abstract No. 818

Tract 2
107.89 Acres

- 6. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of $85^{\circ}21'21''$, an arc length of 97.24 feet, and a long chord bearing North $34^{\circ}46'20''$ West, 33.89 feet to a set 3/4-inch rod (with cap stamped "Cotton Surveying");
- 7. North $78^{\circ}35'00''$ West, 55.10 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 3777.74 feet, a central angle of $02^{\circ}55'09''$, an arc length of 192.46 feet, and a long chord bearing North $05^{\circ}10'27''$ East, 192.44 feet to a point at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 999.52 feet, a central angle of $32^{\circ}54'19''$, an arc length of 574.03 feet, and a long chord bearing North $08^{\circ}44'17''$ West, 566.17 feet to a point for corner;

THENCE, North $25^{\circ}11'26''$ West, 811.84 feet to the POINT OF BEGINNING, CONTAINING 107.89 acres of land in Fort Bend County, Texas, as shown on Drawing No. 8256 A in the office of Cotton Surveying Company in Houston, Texas.

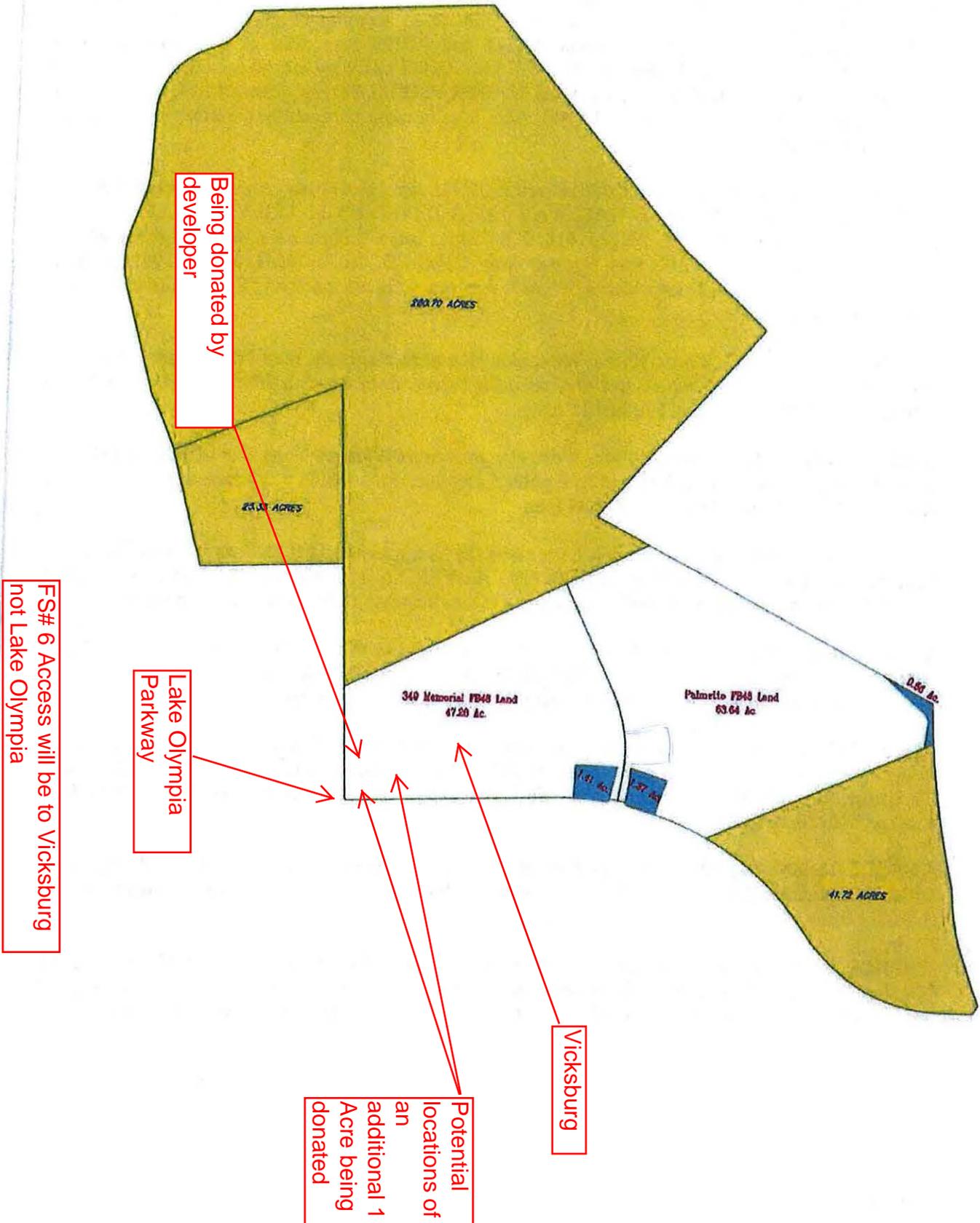
Cotton Surveying Company
6333 Gulton, Suite 100
Houston, TX 77081-1169
(713) 981-0275
Texas Board of Professional Land Surveying
Registration No. 00046100

Steven James
Being by Through Steven James
Registered Professional Land Surveyor
No. 8917
stares@jonescarter.com



Attachment A

Exhibit B-2



Attachment A

EXHIBIT C

METES AND BOUNDS DESCRIPTION

Of 8.481 Acres or 369,440 Square Feet of land being the remainder of that certain 8.622 Acre tract of land conveyed from F.P. Cribbs, Jr., Substitute Trustee to TRUSTMARK NATIONAL BANK by a deed recorded under Clerk's File No. 2011066469, of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.), save and except that certain 0.1114 and 0.0293 Acre tract of land conveyed from TRUSTMARK NATIONAL BANK to CITY OF MISSOURI CITY by a deed recorded under Clerk's File No. 2014035765, F.B.C.D.R., lying in the H. SHROPSHIRE Survey, Abstract 313, near Missouri City, in Fort Bend County, Texas, said 8.481 Acre tract is more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of that certain 35.971 Acre tract of land conveyed from GRAHAM MORTGAGE CORPORATION to GATEWAY LAND DEVELOPMENT/OLYMPIA, LP by a deed recorded under Clerk's File No. 2013157918, F.B.C.D.R., same being on the South Right-of-Way of Lake Olympia Parkway (a 100 foot Right-of-Way F.B.C.C.F. No.'s 2004110053, 2004110055, & 2004110056, F.B.C.D.R.), from which a 5/8 inch iron rod with cap stamped "Cotton Surveying" was found East, 0.09 feet;

THENCE South 36 deg. 28 min. 10 sec. West, along the most Northerly West line of said 35.971 Acre tract of land, a distance of 446.46 feet to a point for corner, from which a 5/8 inch iron rod with cap stamped "V.T.S.M." was found North, 0.15 feet;

THENCE North 78 deg. 20 min. 44 sec. West, along the most Westerly North line of said 35.971 Acre tract of land, a distance of 570.28 feet to a point for corner, from which a 5/8 inch iron rod with cap stamped "V.T.S.M." was found North, 0.24 feet;

THENCE North 10 deg. 47 min. 55 sec. East, along the East line of said 0.1114 Acre tract of land, and being the East Right-of-Way of VICKSBURG BOULEVARD (a 110 foot Right-of-Way), a distance of 311.61 feet to a 5/8 inch iron rod with cap stamped "Terra Surveying" found at a point for corner;

THENCE North 12 deg. 42 min. 28 sec. East, along the East line of said 0.0293 Acre tract of land, and being the East Right-of-Way of said VICKSBURG BOULEVARD, a distance of 150.08 feet to a 5/8 inch iron rod with cap stamped "Terra Surveying" found at a point for corner;

THENCE North 10 deg. 47 min. 55 sec. East, along the East line of said 0.0293 Acre tract of land, and being the East Right-of-Way of said VICKSBURG BOULEVARD, a distance of 125.00 feet to a point for corner, from which a 5/8 inch iron rod with cap stamped "Terra Surveying" was found South, 0.10 feet and West, 0.21 feet;

THENCE North 58 deg. 03 min. 17 sec. East, along the Northeast cutback line of said 0.0293 Acre tract of land, a distance of 33.79 feet to a 5/8 inch iron rod with cap stamped "Terra Surveying" was found at a point for corner;

THENCE, Southeasterly, a distance of 769.83 feet along the arc of a curve to the right on the South Right-of-Way of said Lake Olympia Parkway, said curve having a central angle of 22 deg. 37 min. 10 sec., a radius of 1950.00 feet, a chord which bears South 62 deg. 49 min. 23 sec. East, and a chord

Attachment A

distance 764.84 feet to the POINT OF BEGINNING, containing within these calls 8.481 Acres or 369,440 Square Feet of land as depicted on a plat prepared by Donald K. Hall, R.P.L.S. No. 4070, dated June 23, 2015 and revised July 20, 2015.

WITNESS MY HAND AND SEAL THIS THE 20th DAY OF July, 2015.

Donald K. Hall Registered Professional Land Surveyor No. 4070



14306 Summerwood Lakes Drive
Houston, Texas 77044-5078



Phone: (281) 225:8876
Fax : (281) 225:8877
JOB No.: 615#1012

RETURNED AT COUNTER TO:

City of Missouri City - Yomera
1522 Texas Parkway
Missouri City, TX 77489

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

February 17, 2016 02:34:38 PM

FEE: \$121.25 CDC
AGREEMNT

2016015998



Attachment A



**Council Agenda Item Cover Memo
February 15, 2016**

To: Mayor and City Council
Agenda Item: 9(b) Consider authorizing the execution of the Development Agreement for Palmetto/WIHA FB 107, LP and LOP 8.5, LP
Submitted by: Scott R. Elmer, P.E., Assistant City Manager

SYNOPSIS

This authorization is presented to City Council for consideration to agree to the terms of the Development Agreement for the Palmetto/WIHA FB 107, LP and LOP 8.5, LP.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have a Quality Development through Buildout

BACKGROUND

The City faces potential growth in undeveloped areas of the Mustang Bayou Service Area (MBSA). Developers have requested reimbursement from the City for utility infrastructure construction. Currently, the City does not have a financial mechanism to allow for this reimbursement. In 2014, staff was asked by developers in the MBSA to consider studying funding mechanisms to provide this type of reimbursement. On March 2, 2015, the City Council adopted Resolution No. R-15-13 (amended by Resolution No. R-15-23 on April 6, 2015), which supported legislation, House Bill Number 4147 (84th R.S.) that would create Missouri City Management District No. 1 (MMD #1), to provide a mechanism to finance public improvements within the MBSA, subject to the City's review and consent. The legislation creating the district passed. Further, state law requires the City's consent for the creation of the district and the addition of land to the district. The MMD #1 is subject to creation with the consent of the City and requires the subsequent development of a Development Agreement and a Utility and Road Agreement. These agreements will be with the Palmetto/WIHA FB 107, LP and LOP 8.5, LP and the MMD#1.

Staff met with the Planning, Development and Infrastructure Committee several times over the course of the development of the agreements (November 2014, January 2015, March 2015, and October 2015) to discuss the terms and conditions of the Development Agreements for the MMDs. During these meetings the Committee has given a recommendation to move this Agreement forward with a positive recommendation.

The Agreement sets forth several criteria for the Palmetto/WIHA FB 107, LP and LOP 8.5, LP to follow during the development stages. These included complying with the development of a Utility and Road Agreement, existing impact fees (Mustang Bayou Service Area and Lake Olympia Parkway), a regional drainage plan and parks facilities. Palmetto/WIHA FB 107, LP and LOP 8.5, LP also recognizes that it will be responsible for its cost to construct the Lake Olympia Parkway east bound bridge over the Mustang Bayou Diversion Channel. Additionally, Palmetto/WIHA FB 107, LP and LOP 8.5, LP will convey to the

Attachment B

City approximately 1.5 acres of land to be set aside for the use of a public safety center, administrative offices or open space. The term of this site is that the City has to acquire the property within 10 years or it will revert back to Palmetto/WIHA FB 107, LP and LOP 8.5, LP

Palmetto/WIHA FB 107, LP and LOP 8.5, LP will also establish the necessary Associations to maintain park facilities, not owned by the City, to cover all the land. Palmetto/WIHA FB 107, LP and LOP 8.5, LP agrees to make binding arrangements to have the parks and recreational facilities maintain by an entity other than the City and to have them in place prior to the City's dissolution of the MMD #1. The Palmetto/WIHA FB 107, LP and LOP 8.5, LP will also comply with all City Code provisions related to fencing including without limitation Section 14 of the Appendix A Zoning and City Code provisions related to maintenance of landscaping in public right of way.

SUPPORTING MATERIALS

1. Development agreement

STAFF'S RECOMMENDATION

Based on the recommendation of the Planning, Development and Infrastructure Committee, staff recommends that Council accept the Development Agreement with Palmetto/WIHA FB 107, LP and LOP 8.5, LP.

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



YOLANDA FORD
Councilmember District A

DON SMITH
Mayor Pro Tem
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, February 15, 2016**, at the City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

El Consejo Municipal de la ciudad de Missouri City, Texas, se reunió en sesión regular **el lunes, 15 de febrero del 2016**, en el Ayuntamiento, Cámara del Concejo, 2do piso, 1522 Texas Parkway, Missouri City, Texas 77489 a las **7:00 p.m.** a considerar lo siguiente:

1. ROLL CALL

Mayor Owen called the meeting to order at 7:07 p.m.

Those also present: Mayor Pro Tem Smith, Councilmembers Wyatt, Preston, Ford, Maroulis and Emery; City Manager Snipes, City Attorney Iyamu and City Secretary Jackson.

2. The PLEDGE OF ALLEGIANCE was led by Fire Chief Sander.

There were no **PRESENTATIONS AND RECOGNITIONS**.

4. PUBLIC COMMENTS

Bruce Zaborowski, 7915 Chancel, spoke about the removal of the Fonmeadow bridge and stated the City needs to place something in its place.

5. STAFF REPORTS

Fire Chief Sander presented the preliminary results of Missouri City ISO grading. He stated the City's ISO rating was a Public Protection Class 1/1Y effective August 1, 2016. This was the highest rating awarded by ISO, and only twenty-six (26) other cities in the state of Texas have achieved a Class 1.

City Manager Snipes congratulated and thanked Chief Sander for his service; announced his retirement and his being named the new Fire Chief for Marble Falls. Snipes stated Fire Marshal Campbell would become the interim Fire Chief as they search for a new Fire Chief. Snipes announced it was budget kick off week and departments are planning and preparing individual department plans for the upcoming budget. He reminded everyone that the Comprehensive Plan Symposium would take place this week and encouraged citizen participation. Snipes congratulated the Communications Team for the Trammel Crow leadership luncheon. Snipes also thanked Director of Economic Development Esch and Assistant City Manager Elmer for their support of business partners. He announced the next leadership luncheon would be held on March 10 and Ben E. Keith would be the speaker. Snipes also announced City Engineer Upton's departure and recognized him for his service to the City.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of February 1, 2016.

Attachment C

- (b) Consider an ordinance establishing a speed limit and a construction zone along certain portions of Gregory Boulevard; providing an effective time period for such speed limit; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider authorizing the negotiation and execution of a joint election agreement and contract for election services with Fort Bend County for the May 7, 2016, general election.

Councilmember Emery moved to approve all Consent Agenda items pursuant to recommendations by City Staff. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

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

8. APPOINTMENTS

- (a) Consider the appointment of Adrienne Barker to the Board of Directors of Missouri City Management District No. 2.

Agenda item 8a was moved to the March 7, 2016 City Council meeting.

9. AUTHORIZATIONS

- (a) Consider authorizing the execution of a development agreement with 349 Memorial LLC for the development of property located south of Thunderbird North residential subdivision, north of State Highway 6, west of the Fort Bend Parkway, and east of Community Park.

Assistant City Manager Elmer explained the development agreement was a refunding mechanism for developers to be able to develop their tract. He stated the customers for the utility system would be part of the City's customer base. Because the developments are within city limits, applicants are subject to follow City ordinances.

Mayor Pro Tem Smith moved to authorize the execution of a development agreement with 349 Memorial LLC for the development of property located south of Thunderbird North residential subdivision, north of State Highway 6, west of the Fort Bend Parkway, and east of Community Park. Councilmember Wyatt seconded.

Councilmember Wyatt inquired if the MMD referred to public improvements and a mechanism for such. Wyatt believes the MMD should develop and manage the parks during the life of the MMD, as they would be public facilities. Elmer noted the MMD would not be paying for any of the pools or HOA facilities because they are not legally able to pay for those type of structures. The developer would construct such facilities and turn them over to the HOA to manage, as they are subdivision specific items.

Councilmember Wyatt stated the applicant was asking for the City to approve this as an MMD, which means they have the ability to develop and maintain the parkland. Scott Burrer, 349 Memorial LLC, explained they fully intend to development the land according to the City parks ordinance. Councilmember Wyatt asked for specifics to be placed in the contract. Jeannie McDonald, 349 Memorial LLC, stated the management district would definitely develop the parks. They have given them incentives to build parks and have included a procedure which includes providing them with plans and maintenance of the parks for the life of the parks or for as long as they own them. Elmer stated they could modify the ordinance to state public parks would be developed and turned over to the City. McDonald noted the agreement states the developer would maintain the park.

Councilmember Wyatt moved to amend the contract to state, intent of the developer was to provide fully developed parkland. Councilmember Ford seconded. **MOTION PASSED UNANIMOUSLY.**

Mayor Pro Tem Smith moved to approve as amended. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

Attachment C

- (b) Consider authorizing the execution of a development agreement with Palmetto/WIHA FB107, LP and LOP 8.5, L.P for the development of property located south of Thunderbird North residential subdivision, north of State Highway 6, west of the Fort Bend Parkway, and east of Vicksburg Boulevard.

Councilmember Wyatt moved to authorize the execution of a development agreement with Palmetto/WIHA FB107, LP and LOP 8.5, L.P for the development of property located south of Thunderbird North residential subdivision, north of State Highway 6, west of the Fort Bend Parkway, and east of Vicksburg Boulevard. Mayor Pro Tem Smith seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the execution of a utility agreement with Fort Bend County Municipal Utility District No. 48.

Mayor Pro Tem Smith moved to authorize the execution of a utility agreement with Fort Bend County Municipal Utility District No. 48. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

- (d) Consider authorizing the execution of a utility and road agreement with Missouri City Management District No. 1.

Councilmember Wyatt moved to authorize the execution of a utility and road agreement with Missouri City Management District No. 1. Mayor Pro Tem Smith seconded. **MOTION PASSED UNANIMOUSLY.**

- (e) Consider authorizing the execution of the first amendment to the regional wastewater treatment facilities agreement and the first amendment to the regional joint water facilities agreement between the City of Missouri City and Fort Bend County Municipal Utility District No. 48.

Mayor Pro Tem Smith moved to authorize the execution of the first amendment to the regional wastewater treatment facilities agreement and the first amendment to the regional joint water facilities agreement between the City of Missouri City and Fort Bend County Municipal Utility District No. 48. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

- (f) Consider authorizing the parkland dedication proposal for the Cartwright Townhomes residential subdivision.

Councilmember Maroulis moved to authorize the parkland dedication proposal for the Cartwright Townhomes residential subdivision. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

10. ORDINANCES

- (a) Consider an ordinance providing for a general election to be held on May 7, 2016, for the purpose of electing a mayor and two at-large councilmembers; providing for a joint election on May 7, 2016, contracting with Fort Bend County for such joint election; providing for election precincts and polling places; and consider the ordinance on the first and final reading.

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

- (a) Considerar una ordenanza del municipio de Missouri City, Texas, que dispone la realización de una elección general el 7 de mayo de 2016, con el fin de elegir a un alcalde y a dos miembros generales del consejo municipal; que contempla una elección conjunta el 7 de mayo de 2016, otros organismos establecieron un contrato con el condado fort bend para realizar dicha elección conjunta; que contempla la ubicación de distritos y centros de votación para la elección; que contempla la derogación; que contempla la separabilidad; y que contiene otras disposiciones inherentes al tema; y considerar la ordenanza en primera y ultima lectura.

Miembro del Concilio Emery movió para aprobar la Ordenanza. Miembro del Concilio Wyatt lo secundado. **MOCIÓN APROBADA POR UNANIMIDAD.**

11. RESOLUTIONS

- (a) Consider a resolution granting consent to the creation of Missouri City Management District No. 1, to be wholly located within the corporate limits of the City of Missouri City.

Mayor Pro Tem Smith moved to adopt the resolution. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution granting consent to Missouri City Management District No. 1 to annex certain land situated within the City of Missouri City.

Mayor Pro Tem Smith moved to adopt the resolution. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider a resolution approving the submission of a grant application to the criminal justice division of the Office of the Governor through the Houston-Galveston Area Council to fund the purchase of an automated license plate recognition system.

Captain Williams presented on the automated license plate recognition system that would enhance police department staff investigative abilities during fiscal year 2017. He noted the device would be attached to vehicles.

Councilmember Emery moved to adopt the resolution. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Preston gave kudos to both the Police and Fire Departments for engaging with students at Progressive High School and thanked the Communications Department for their participation. Councilmember Wyatt thanked the Fort Bend Independent newspaper for their article on Black History Month. Councilmember Maroulis stated he participated in an event approved for HOT tax and stated it was very successful.

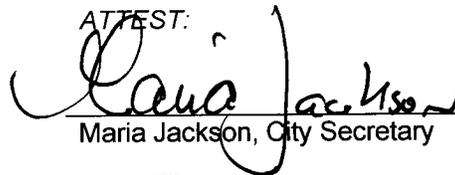
13. ADJOURN

The regular City Council meeting adjourned at 7:45 p.m.



Allen Owen, Mayor

ATTEST:



Maria Jackson, City Secretary



PARTIAL RELEASE OF LIENS

Date: August 12th, 2020

Holder of Note and Liens: PLAINSCAPITAL BANK

Holder's Mailing Address: 1525 Lake Front Circle
The Woodlands (Montgomery County), Texas 77380

Note

Date: February 27, 2015

Original principal amount: Two Million Five Hundred Thousand and No/100 Dollars
(\$2,500,000.00)

Borrower: Palmetto/WIHA FB107, LP

Lender: PlainsCapital Bank

Maturity date: As therein provided.

Note and Liens Are Described in the Following Documents:

Vendor's Lien retained in Deed, dated February 27, 2015, recorded in/under Clerk's File No. 2015022123 of the Official Public Records of Fort Bend County, Texas.

Deed of Trust of even date therewith in favor of Darrell G. Adams, Trustee recorded in/under Clerk's File No. 2015022124 of the Official Public Records of Fort Bend County, Texas.

Said lien(s) having been modified and/or extended, as set forth in instruments recorded under Clerk's File No(s). 2017021871, 2018038868 and 2020025797 of the Official Public Records of Fort Bend County, Texas.

Property (including any improvements):

That certain 1.526-acre tract of land in Fort Bend County, Texas, described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

Holder of Note and Liens is the owner and holder of the Note and Liens described above.

For value received, Holder of Note and Liens releases only the Property described above from the Liens. This is a partial release of only the Property described above and nothing herein shall have the effect of releasing any other property from the Liens.

Holder of Note and Liens expressly waives and releases all present and future rights to establish

or enforce the Liens against the Property described above as security for payment of any future or other indebtedness.

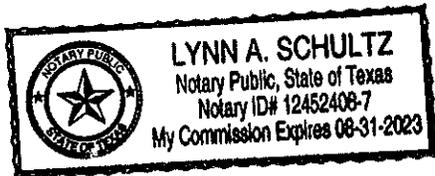
When the context requires, singular nouns and pronouns include the plural.

PLAINSCAPITAL BANK
a state banking association

By: _____
Name: Jamey Monzingo
Title: V.P.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was executed before me on this the 12th day of August, 2020, by JAMEY MONZINGO, the VP of PLAINSCAPITAL BANK, a State Banking Association, on behalf of said Association.



Lynn A. Schultz
Notary Public - State of Texas

Exhibit "A"

Parkway Crossing – Fire Station
1.526-Acres

H. Shropshire Survey
Abstract No. 313

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 1.526-acre tract of land situated in the H. Shropshire Survey, Abstract No. 313 in Fort Bend County, Texas, being out of a called 107.39 acre tract of land conveyed to Palmetto WIHA, LP by Special Warranty Deed recorded in Clerk's File No. 2015022123 of the Fort Bend County Official Public Records of Real Property; said 1.526-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the southernmost corner of Restricted Reserve "A" of Parks Edge Recreation Center, plat of which is recorded in Plat No. 20180033 of the Fort Bend County Plat Records, in the east line of Parks Edge Boulevard (right-of-way varies), dedication of which is shown on Parks Edge Boulevard, plat of which is recorded in Plat No. 20180034 of the Fort Bend County Plat Records and said Plat No. 20180033 and being in the north line of said 107.39 acre tract;

THENCE, along the east line of said Parks Edge Boulevard recorded in said Plat No. 20180034, the following nine (9) courses and distances:

1. South 25°11'26" East, 654.13 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a curve to the left;
2. Along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 45°34'23", an arc length of 39.77 feet, and a long chord bearing South 47°58'37" East, 38.73 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;
3. Along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 06°16'35", an arc length of 10.95 feet, and a long chord bearing South 67°37'31" East, 10.95 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the left;
4. Along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a long chord bearing South 89°50'20" East, 42.82 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner")
5. THENCE, South 25°11'26" East, 90.00 feet to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the left;
6. THENCE, along the arc of said non-tangent curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a long chord bearing South 39°27'28" West, 42.82 feet, to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;
7. THENCE, along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 07°01'54", an arc length of 12.27 feet, and a long chord bearing South 17°37'18" West, 12.26 feet, to a

Exhibit "A"

Parkway Crossing – Fire Station
1.526-Acres

H. Shropshire Survey
Abstract No. 313

found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the left;

8. THENCE, along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 43°25'12", an arc length of 37.89 feet, and a long chord bearing South 00°34'21" East, 36.99 feet, to a found 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a reverse curve to the right;

9. THENCE, along the arc of said reverse curve to the right having a radius of 1053.40 feet, a central angle of 07°39'54", an arc length of 140.92 feet, and a long chord bearing South 18°27'00" East, 140.82 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the right, also the **POINT OF BEGINNING** of the herein described tract;

THENCE, along the arc of said non-tangent curve to the right having a radius of 686.95 feet, a central angle of 27°37'28", an arc length of 331.21 feet, and a long chord bearing North 85°43'59" East, 328.01 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner;

THENCE, South 06°31'36" West, 247.53 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 22°58'08", an arc length of 190.42 feet, and a long chord bearing North 80°59'22" West, 189.15 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner;

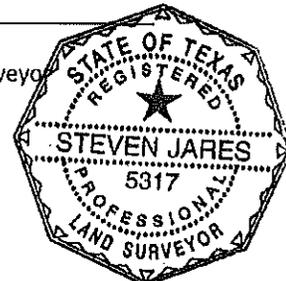
THENCE, South 87°31'34" West, 56.35 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 87°20'25", an arc length of 38.11 feet, and a long chord bearing North 48°48'13" West, 34.53 feet, to a set 3/4-inch iron rod (with cap stamped "Jones|Carter Property Corner") in the east line of the aforementioned Parks Edge Boulevard and at the beginning of a reverse curve to the left;

THENCE, along said east line and the arc of said reverse curve to the left having a radius of 1053.40 feet, a central angle of 09°29'03", an arc length of 174.37 feet, and a long chord bearing North 09°52'32" West, 174.17 feet, to the **POINT OF BEGINNING, CONTAINING 1.526-acres** of land in Fort Bend County, Texas.

Jones|Carter
6330 West Loop South
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100


Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
Sjares@jonescarter.com





CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 9(e) Consider authorizing the City Manager to execute the CARES Act Interlocal Agreement with Harris County.
Submitted by: Eugene Campbell Jr., Fire Chief

SYNOPSIS

This is a request for the City Council of the City of Missouri City, Texas (the "City") to consider authorizing the city manager to execute the attached interlocal agreement with Harris County enabling reimbursements from federal funding to lessen the impact of the Coronavirus Disease 2019 (COVID-19) on City operations.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) establishes the Coronavirus Relief Fund (the "Fund") and appropriates \$150 billion to the Fund. Harris County is responsible for managing \$426,000,000 of this Fund to the cities within its boundaries. In accordance with Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), and upon the execution of that attached agreement, Missouri City is eligible to receive up to \$345,015 in reimbursements from Harris County. Before receiving reimbursement of these allocated funds, the City would be required to make expenditures up front. The CARES Act provides that payments from the Fund may only cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The agreement further provides that the City must reimburse any funds that are received from Harris County for COVID-19 expenses, but are later determined were not used for COVID-19, as required by the CARES Act.

BUDGET ANALYSIS

Fort Bend County CARES Funding	\$3,763,760
Harris County CARES Funding	\$ 345,015
Total CARES Funding	\$4,108,775
Expenditures Approved By City Council	(\$2,280,848)
Funds Remaining	\$1,827,927
Hazard Pay Program Costs	TBD
Allocations for Community Survey Responses	TBD

SUPPORTING MATERIALS

1. Harris County CARES Act Interlocal Agreement

STAFF'S RECOMMENDATION

Action required: Staff recommends that Council authorize the execution of the contract.

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

Bill Atkinson



CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through its governing body the Harris County Commissioners Court, and Missouri City (“City” or “grantee” or “subrecipient”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$345,015.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.; Chapter 783 of the Texas Government Code; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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EXHIBITS FOLLOW

1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by Harris County.

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with Harris County administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

Harris County and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. Harris County and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to Harris County, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from

disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If Harris County determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of Harris County;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then Harris County may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify Harris County in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify Harris County in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to Harris County.

1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, Harris County may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by Harris County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by Harris County, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by Harris County in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Harris County shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to an employee.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, .14, which are incorporated herein for all purposes as though set forth word for word.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

1.21 Force Majeure

Neither the grantee nor Harris County shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.23 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.25 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.26 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.27 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Harris County. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.29 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.30 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.31 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by Harris County. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to Harris County upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or Harris County, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to Harris County at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in grant funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to Harris County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of Harris County.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, Harris County, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Harris County under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
3. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County or federal custody when it is determined that the records possess long term retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to Harris County prior to receiving any payments..

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

All documentation for expenditures paid during the project period must be submitted to Harris County on or before the grant liquidation date.

5.3 Reimbursements

Harris County will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Harris County is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 Refunds and Deductions

If Harris County determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.6 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to Harris County.

5.7 Project Close Out

Harris County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

MISSOURI CITY

By _____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____

Randy Keenan
Assistant County Attorney
C.A. File 20GEN1955

EXHIBIT A

Notice of Subrecipient Grant Award
(follows behind)



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
(713) 274-1100

COVID 19 Agenda Item

July 14, 2020

To: County Judge Hidalgo, and
Commissioners Ellis, Garcia,
Radack, and Cagle

Fm: Shain Carrizal *HSC*

Re: **CARES Act – Establishment of the Small City Assistance Program**

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The CARES Act established the Coronavirus Relief Fund (CRF), and Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with BMD/HRRM and all relevant departments to make recommendations on the expenditures of the funds. Attached for your approval is a recommendation from the committee to establish the Small City Assistance Program in an amount not to exceed \$28.5 million.

The committee will continue to work with Guidehouse in making further recommendations to Commissioners Court before the CRF expiration date of December 30, 2020.

Thank you for your consideration.

Attachment

Presented to Commissioners Court

July 14, 2020

Approve: E/G



**COVID-19 Small City Assistance Program
July 10, 2020**

BACKGROUND

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

PROGRAM PURPOSE

The COVID-19 Small City Assistance Program’s purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

Coordination. Need to ensure that the County’s response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.

Grants Management. Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.

Eligibility. Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund

Compliance. Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

ELIGIBILITY CRITERIA

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria	Name	Description	Additional Considerations
#1	FEMA 25% Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	provided technical assistance cities apply for FEMA PA
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities: - COVID dedicated payroll expenses - Paid sick and medical leave - Government payroll support program - Unemployment insurance costs - Telework capability improvement	Educate cities about these expense activities

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
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ALLOCATION MAXIMUMS

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

*Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

TECHNICAL ASSISTANCE

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)¹:

1. Conducting outreach activities to:
 - Inform small cities about the program
 - Engaging City management to actively participate in program

2. Hosting webcast and online training for:
 - Overall process of the County's program for small cities
 - Eligible activities under the CRF grant and overlap with other funding sources
 - Workflows, forms, tools, and documentation requirements for reimbursement
 - Brief overview of other federal funding sources

3. Providing tools and templates for reimbursement requests including:
 - Excel based cost tracking mechanism
 - Checklist of eligible activities with required documentation
 - Frequently asked questions (FAQs)
 - Workflow steps for transparency

4. Providing one-on-one support including:
 - Questions around eligibility and/or process
 - Developing reimbursement requests
 - Understanding any rejected/returned reimbursement requests

AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM.² The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

¹ See Attachment A for framework of technical assistance

² See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

**APPENDIX
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION³**

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

³ Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

ATTACHMENT A
TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and close-out activities continuing into 2021.

Month Activity Begins	Activity
July	<ul style="list-style-type: none"> - Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process - Small cities execute certification form ahead of receiving CRF distribution from the County
August	<ul style="list-style-type: none"> - Training to help cities identify expenses eligible for FEMA PA and other federal funding sources - Providing training materials about other federal funding sources - Assistance to apply for other federal funding - Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation - Provide tools and templates for tracking costs for reimbursement - Provide eligible cost checklists for CRF reimbursement - Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility - Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received
September	<ul style="list-style-type: none"> - Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion - Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction
October	<ul style="list-style-type: none"> - Support to understand any denied benefits and reapply, if possible
November	<ul style="list-style-type: none"> - Trainings about how subrecipients can properly close out use of funds received and what documentation is required
December	<ul style="list-style-type: none"> - Report on the assistance provided to small cities, the maximization of benefits realized from various federal funding sources, and measure CRF distribution utilized

EXHIBIT B

CARES Act Coronavirus Relief Fund Eligibility Certification Form
(follows behind)

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor or City Manager of _____ (“Municipality”), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County (“County”) for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County or United States Department of the Treasury.
8. I acknowledge that the Municipality’s proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name:

Title:

Signature:

Date:

EXHIBIT C Certification
Regarding Lobbying (follows
behind)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

Initial Here: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Grant Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL GRANT AGREEMENT
BETWEEN HARRIS COUNTY AND MISSOURI CITY TO REIMBURSE THE CITY
FOR ELEGIBLE EXPENSES FROM THE CORONAVIRUS RELIEF FUND**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Missouri City, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



**Council Agenda Item
September 8, 2020**

9. AUTHORIZATIONS

- (f) Consider authorizing the city manager to negotiate and execute an agreement for grant program services. *(Proposed presenter: Assistant City Manager Bill Atkinson and Director of Financial Services Allena Portis)*
-

Cover memo – *Forthcoming*



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

September 8, 2020

To: Mayor and City Council
Agenda Item: 10(a) Consider an ordinance amending the City's Drug-Free Workplace Policy testing procedures.
Submitted by: Martin Russell, Director of Human Resources

SYNOPSIS

This ordinance will allow the City to randomly, and post-accident drug test employees, in safety impact positions for the presence of drugs or alcohol on an annual basis.

STRATEGIC PLAN 2020 GOALS ADDRESSED

- Develop a high performing City team.

BACKGROUND

Under the current Missouri City Personnel Policy, which was adopted in 2017 and amended thereafter, Random Drug tests were administered to departmental divisions that were subjected to the Omnibus Transportation Act of 1991 (the "Transportation Act") for the presence of drugs or alcohol. Such random testing will be conducted in accordance with the applicable federal rules and regulations pertaining to the Transportation Act. However, nothing in this Section is intended to affect the City's ability to implement other sections of this Policy, except in the case of a direct conflict, in which case the Transportation Act and any rules and regulations relating thereto shall prevail, and then only to the extent of such conflict. The City will require 100% of employees in safety impact positions to be randomly tested for the presence of drugs or alcohol on an annual basis. An employee in a safety impact position shall be notified in writing that the employee is in such a position and is subject to random drug testing. The employee shall acknowledge such notification. The selection of employees for drug testing shall be made by a random computer selection process performed by an outside contractor. Each month the pool shall consist of 100% of all employees eligible for random testing. Thus, an employee may be randomly selected multiple times during any given testing period. Employees selected for random testing shall be notified by the employee's department director or designee to submit to a drug or alcohol test. A selected employee must undergo the City's random testing immediately following such notification. Employees selected for random testing, but who are absent due to vacation, sick leave, other leave, or urgent City business previously approved by their department director, shall not be notified to test until the first day the employee returns to work after random selection, even if the first day back occurs in a subsequent month. Once an employee has been notified to take a test, unless hospitalized, no sick leave, vacation, emergency vacation or other leave may be authorized until the collection process is completed. For the purposes of this section, a "safety impact position" means an employment position involving safety-sensitive job duties, which, if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure, may result in conduct that could present a threat to the personal health or safety of the employee, other employees, or the public, including the following positions:

- 9.3.3.1 All peace officers in the Police Department that are issued one or more firearms;
- 9.3.3.2 The following positions in the Fire Department: Assistant Fire Chief, Battalion Chief, Division Chief, Fire Chief, Fire Inspector, Fire Lieutenant, Fire Marshal, Fire Apparatus Operator or driver, and Firefighter;

ORDINANCE NO. O-20-__

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS;
AMENDING THE PERSONNEL POLICY OF THE CITY OF MISSOURI
CITY; AMENDING DRUG TESTING POLICIES FOR CERTAIN
EMPLOYEES; PROVIDING FOR REPEAL; PROVIDING FOR
SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED
THERETO.**

* * * * *

WHEREAS, Section 4.06.E of the City of Missouri City Charter (“Charter”) provides that the City Manager shall prepare personnel rules and the City Council of the City of Missouri City (“City Council”) will, by ordinance, adopt such rules with or without amendment; and

WHEREAS, certain employees represent a significantly greater threat to the health and safety of themselves and the public than do other employees because they may be required to react to unusual or dangerous circumstances because of their positions and duties; and

WHEREAS, the City Council finds that, as demonstrated in *International Union v. Winters*, 385 F.3d 1003 (6th Cir. 2004), safety impact positions should be subject to random drug and alcohol testing because there is a substantial risk of serious harm to the public, should designated safety impact employees be working under the influence of drugs or alcohol; and

WHEREAS, as found in *International Union v. Winters*, certain public employees who work in safety impact positions have a diminished expectation of privacy; and

WHEREAS, the City Manager has proposed certain revisions to the rules regarding drug testing for such employees; and

WHEREAS, the City Council finds that any random testing is not intended to be overly intrusive and shall be administered in a normal medical setting; and

WHEREAS, the City Council finds that, as demonstrated in *Nat’l Treasury Employees Union v. Von Raab*, 489 U.S. 656 (1989), and *Bailey v. City of Baytown*, 781 F. Supp. 1210 (S.D. Tex. 1991), drug testing employees employed in paramilitary positions, who carry firearms in the course of their work for the City, including police officers, detectives, police lieutenants, police captains, assistant police chiefs, and police chiefs, for the public safety of the employee, the public, and other officers to ensure that they are not under the influence of drugs and alcohol serves a compelling interest of the City and is in the best interest of the City’s residents; and

WHEREAS, the City Council finds that, as demonstrated in *Nat'l Treasury Employees Union v. Von Raab* and *Piroglu v. Coleman*, 25 F.3d 1098 (D.C. Cir. 1994), drug testing firefighters, who are charged with protecting public health and safety and whose work “depends uniquely on their judgment and dexterity,” to ensure that they are not under the influence of drugs and alcohol serves a compelling interest of the City and is in the best interest of the City; and

WHEREAS, the City Council finds that, as demonstrated in *Bryant v. City of Monroe*, 593 Fed. Appx. 291 (5th Cir. 2014), the random drug testing of motor vehicle and motorized equipment operators to ensure public safety on City roads to ensure that they are not under the influence of drugs and alcohol serves a compelling interest of the City and is in the best interest of the City; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to consider the City Manager’s proposed revisions and amend the personnel policy; and

WHEREAS, such action furthers Strategic Plan 2019 Goal No. 4 by developing a high performance city team; 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. *Policy amendment, Chapter 9.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by amending subsections 9.3.2 and 9.3.3 of Section 9.3 of Chapter 9 of Exhibit “A” thereof, and substituting, therefore, new subsections 9.3.2 and 9.3.3 of Section 9.3 of Chapter 9 to provide as follows:

“Missouri City Personnel Policy

.

CHAPTER 9: DRUG-FREE WORKPLACE

.

9.3 Drug and Alcohol Screening for Current Employees

.

9.3.2 Post-Accident Testing

An employee, other than an employee in a safety impact position, as described in subsection 9.3.3, shall be required to submit to drug or alcohol testing, or both, when he is involved in a work-related accident and there is a reasonable possibility that drug use was a contributing factor or when he receives a citation under state or local law for a moving traffic violation committed while working. An employee in a safety impact position, as described in subsection 9.3.3, shall be required to submit to drug or alcohol

testing, or both, when he or she is involved in a work-related accident. A work-related accident is not limited to a vehicular accident, but may include any occurrence that results in lost time, personal injury or property damage, even if allegedly caused by another employee or contractor. An employee who refuses to consent to a drug and/or alcohol test when required under this Section is subject to disciplinary action up to, and including, dismissal. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

9.3.3 Random Testing

The City may require all of its employees in those departmental divisions that are subject to the Omnibus Transportation Act of 1991 (the "Transportation Act") to be randomly tested for the presence of drugs or alcohol. Such random testing will be conducted in accordance with the applicable federal rules and regulations pertaining to the Transportation Act. However, nothing in this Section is intended to affect the City's ability to implement other sections of this Policy, except in the case of a direct conflict, in which case the Transportation Act and any rules and regulations relating thereto shall prevail, and then, only to the extent of such conflict. The City will require 100% of employees in safety impact positions to be randomly tested for the presence of drugs or alcohol on an annual basis. An employee in a safety impact position shall be notified in writing that the employee is in such a position and is subject to random drug testing. Such notification shall be acknowledged by the employee. The selection of employees for drug testing shall be made by a random computer selection process performed by an outside contractor. Each month the pool shall consist of 100% of all employees eligible for random testing. Thus, an employee may be randomly selected multiple times during any given testing period. Employees selected for random testing shall be notified by the employee's department director or designee to submit to a drug or alcohol test. A selected employee must undergo the City's random testing immediately following such notification. Employees selected for random testing, but who are absent due to vacation, sick leave, other leave, or urgent City business previously approved by their department director, shall not be notified to test until the first day the employee returns to work after random selection, even if the first day back occurs in a subsequent month. Once an employee has been notified to take a test, unless hospitalized, no sick leave, vacation, emergency vacation or other leave may be authorized until the collection process is completed. For the purposes of this section a "safety impact position" means an employment position involving safety-sensitive job duties which, if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure, may result in conduct that could present a threat to the personal health or safety of the employee, other employees, or the public, including the following positions:

- 9.3.3.1 All peace officer positions in the Police Department that are required by the Texas Commission on Law Enforcement to demonstrate weapons proficiency for firearms at least annually;
- 9.3.3.2 The following positions in the Fire Department: assistant fire chief, battalion chief, division chief, fire chief, fire inspector, fire lieutenant, fire marshal, fire apparatus operator or driver, and firefighter;

- 9.3.3.3 All positions that operate City vehicles; and
- 9.3.3.4 All positions that operate motor-driven equipment.”

Section 3. *Policy amendment, Chapter 9.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by amending Section 9.8 of Chapter 9 of Exhibit “A” thereof, and substituting, therefore, a new Section 9.8 of Chapter 9 to provide as follows:

“Missouri City Personnel Policy

• • • • •
CHAPTER 9: DRUG-FREE WORKPLACE

• • • • •
9.8 Consequences of a Confirmed Positive Test Result

If an employee’s positive test result has been confirmed, the employee is subject to disciplinary action, up to, and including, dismissal. Factors to be considered in determining the appropriate disciplinary response include the employee’s work history, length of employment, current job performance, and the existence of past disciplinary actions.

No disciplinary action will be taken against an employee solely for his voluntarily identifying himself as a drug user or alcohol abuser, if such voluntary identification is made prior to and apart from an incident giving rise to a circumstance that would constitute a basis for administration of a drug test, the employee obtains counseling and rehabilitation through an Employee Assistance Program (EAP) approved by the City Manager, consents to a program of random drug and/or alcohol testing, and after such voluntary identification refrains from violating the City’s policy on drug and alcohol abuse. Disciplinary action may, however, be taken against such employee for other reasons. In addition to other testing requirements, an employee who voluntarily identifies him or herself to the City as having a drug or alcohol abuse problem, shall be subject to random follow-up alcohol, drug, or alcohol and drug testing for a minimum of 24 months and a maximum of 60 months from the date the employee is released by the health care provider or an EAP professional overseeing the employee’s rehabilitation to return to work. The actual time period and frequency will be determined by an EAP professional and monitored by the Human Resources and Organizational Department.”

Section 6. *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 7. *Administrative procedures authorized.* The City Manager is hereby authorized to prepare and administer procedures and take such actions as are consistent with the provisions of this Ordinance and the Personnel Policy of the City of Missouri City, Texas.

Section 8. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part

or provision hereof, other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ____ day of _____, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 10(b) Consider an ordinance authorizing the crediting of updated service credits in the Texas Municipal Retirement System (TMRS) for certain City of Missouri City employees who have membership in such system; providing for increased annuities for certain City of Missouri City employees.
Submitted by: Allena Portis, Director of Financial Services

SYNOPSIS

As part of management's evaluation of benefits and how the structuring of the retirement benefits may affect the costs, staff is presenting an ordinance that maintains our costs for retirement benefits at the same levels as last year. This strategy will allow us to continue to effectively evaluate our long-term plan.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

Since 2012, the City has elected the Ad Hoc TMRS structure for Updated Service Credits (USC) and Cost Of Living Adjustment (COLA) benefits. This election plays a part in calculating the benefit employees receive after retirement.

The 2011 plan design included the provision to automatically repeat these benefits without annual adoption by City Council. However, an option to annually adopt these provisions was approved by City Council in order to give us the flexibility to set our rate at an affordable level. The rate we are proposing considers the future costs associated with the Ad Hoc TMRS method.

Governmental Accounting Standards Board (GASB) requires the City to present the underfunded liability incurred by electing the Ad Hoc funding method in the financial statements as a liability. The City is recommending opting to continue the plan that includes the Ad Hoc structure, updated Service Credits at 100% and a 70% annuity increase. The minimum contribution rate for this plan is currently 9.07%. However, staff is proposing we fund the Ad Hoc plan at a rate of 10% to ensure sufficient contributions if the rate changes upon TMRS' receipt of the resolution with any extra funds being used to close the gap for any potential unfunded liability, while maintaining sufficient reserves to meet unanticipated obligations or stakeholder reserve requirements.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY2021 Funds Budgeted	Proposed FY2021 Funds Available	Amount Requested
Various	Various	Retirement	\$2,443,739	\$2,443,739	\$2,443,739

The FY 2021 Budget was prepared using a 10% rate for TMRS benefits.

Purchasing Review: N/A

Financial/Budget Review: *Bertha P. Alexander, Budget & Financial Reporting Manager*

SUPPORTING MATERIALS

1. Ordinance
2. TMRS Rate Letter

STAFF'S RECOMMENDATION

Staff recommends the City Council adopt the Ordinance Electing Annual Updated Service Credits and COLAs and that this decision be reviewed on an annual basis. This action will not affect city employee current retirement benefits.

Director Approval: Allena Portis, Director of Financial Services

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

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE CREDITING OF UPDATED SERVICE CREDITS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR CERTAIN CITY OF MISSOURI CITY EMPLOYEES WHO HAVE MEMBERSHIP IN SUCH SYSTEM; PROVIDING FOR INCREASED ANNUITIES FOR CERTAIN CITY OF MISSOURI CITY RETIREES AND BENEFICIARIES OF DECEASED RETIREES; PROVIDING FOR REPEAL; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, pursuant to Section 853.403 and Section 854.203 of Subtitle G of Title 8, Government Code, as such sections may be amended, this Ordinance may not take effect unless the board of trustees of the Texas Municipal Retirement System ("System") approves this Ordinance as meeting the requirements of such sections; and

WHEREAS, the board of trustees of the System may not approve this Ordinance unless the actuary of the System first determines, and the board of trustees concurs in the determination, that all obligations charged against the City of Missouri City's account in the benefit accumulation fund, including obligations proposed in this Ordinance, can be funded by the City of Missouri City within its maximum total contribution rate and within its amortization period as in effect on the effective date of this Ordinance; and

WHEREAS, the City Council of the City of Missouri City has determined that the adoption of this ordinance is in the best interest of the City of Missouri 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. Updated Service Credits. (a) Pursuant to Section 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as such sections may be amended, the City of Missouri City hereby authorizes each member of the System who has current service credit or prior service credit in the System in force and effect on the first day of January of the calendar year preceding the effective date of this Ordinance by reason of service in the employment of the City of Missouri City, and on such date has at least 36 months of credited service with the System, to receive updated service credit in an amount that is 100 percent (100%) of the base updated service credit of the member. Base updated service credit and updated service credit shall be determined by the System pursuant to Section 853.402 of Subtitle G of Title 8, Government Code, as such

section may be amended. The updated service credit hereby authorized shall replace any updated service credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) Pursuant to Section 853.601 of Subtitle G of Title 8, Government Code, as such section may be amended, any member of the System who is eligible for updated service credits on the basis of service with the City of Missouri City, and who has unforfeited credit for prior service or current service with another participating municipality or municipalities by reason of previous employment and was a contributing member on the first day of January of the calendar year preceding the effective date of this Ordinance, shall be credited in the System with updated service credits calculated in accordance with and subject to adjustment as set forth in Section 853.601 of Subtitle G of Title 8, Government Code, as such section may be amended.

Section 3. Increase in Retirement Annuities. (a) Pursuant to Section 854.203 of Subtitle G of Title 8, Government Code, as such section may be amended, the City of Missouri City authorizes and provides for increased annuities to be paid by the System to retirees and beneficiaries of deceased retirees of the City of Missouri City under current service annuities and prior service annuities. An annuity increased pursuant to this Ordinance replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase authorized by this Ordinance is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by seventy percent (70%) of the percentage change in the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation pursuant to Section 3(b) of this Ordinance does not result in an increase in the amount of an annuity, the amount of the annuity shall not be changed by this Ordinance.

(e) The amount by which an increase under this Ordinance exceeds all previously granted increases to an annuitant is payable as a prior service annuity, is an obligation of the City of Missouri City's account in the benefit accumulation fund of the System, and is subject to reduction by the System at any time pursuant to Section 855.308(f) of Subtitle G of Title 8, Government Code, as such sections may be amended.

Section 4. Repeal. All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed only to the extent of such conflict.

Section 5. Effective Date. Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increased annuities shall become effective January 1, 2021.

Section 6. 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 8th day of September, 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



June 4, 2020

City # 00875

City Official
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

Subject: 2021 Municipal Contribution Rate

Dear City Official:

Presented below are your city’s contribution requirements to the Texas Municipal Retirement System (TMRS) for Plan Year 2021 (Calendar Year 2021, PY2021) as determined by the December 31, 2019 actuarial valuation. The actuarially determined contribution rates for retirement benefits and Supplemental Death Benefits (SDB), if any, are based on your city’s plan provisions in effect as of April 1, 2020 and the actuarial assumptions and methods adopted by the TMRS Board. Effective January 1, 2021, your city’s monthly contribution rates will be:

Normal Cost	5.26%
Prior Service	<u>3.66%</u>
Total Retirement Rate	8.92%
Supplemental Death Benefit	<u>0.15%</u>
Total Combined Contribution	9.07%

Full information on your contribution rate, including an explanation of changes and available rate stabilization techniques, is contained in the attached report. The Total Retirement Rate shown above represents the Actuarially Determined Employer Contribution (ADEC) for PY2021 based on current TMRS funding policy.

The actuarial liabilities and contribution rates determined as part of the December 31, 2019 actuarial valuation reflect a change in actuarial assumptions based on the results of the 2019 experience study for the period ending December 31, 2018. Please see the “Actuarial Changes” section for more detailed information. Full information on your contribution rate, including an explanation of changes, is contained in the attached report.

IMPORTANT NOTE: The pension disclosure and financial statement information necessary to assist your city with the financial reporting requirements of the Governmental Accounting Standards Board (GASB) will be provided in a separate document available later this summer.

If you have questions about your rate or if you wish to evaluate potential changes in your TMRS plan, contact TMRS at 800-924-8677.

Sincerely,

Leslee S. Hardy, ASA, EA, FCA, MAAA
Director of Actuarial Services

Table of Contents

Actuarial Changes	A summary of the changes in actuarial assumptions and methods adopted by the Board and effective with the December 31, 2019 actuarial valuation based on the results of the 2019 experience study.
Rate Stabilization Techniques	A summary of the techniques currently available to assist cities in stabilizing their contribution rate including managing a funding surplus.
Executive Summary	A comparison of the highlights of the December 31, 2019 and December 31, 2018 actuarial valuations for your city. Included are membership counts, asset information, actuarial information, and contribution rate requirements.
Calculation of Contribution Requirements	Details the calculation of the Full Retirement Rate (TMRS Plan Year - ADEC) and the Supplemental Death Rate, if applicable, for your city. Comparisons before and after the actuarial changes and to the 2018 actuarial valuation results are included.
Summary of Benefit Provisions	A summary of plan provisions in effect as of April 1, 2020.
Amortization Bases and Payments	Information on the amortization bases and payments for your city.
Historical and Projected Accumulation of the BAF Balance	This schedule provides your city with historical cash flows, interest credits and the year-end balance of its Benefit Accumulation Fund (BAF), as well as projected values for calendar/plan years 2020 and 2021.
Reconciliation of Full Retirement Rate from Prior Actuarial Valuation Report	A detailed reconciliation of changes in your city's Full Retirement Rate (ADEC) since the prior valuation.
Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution	An explanation of risk measurements and how a 10% decline in assets will impact your city's Full Retirement Rate (ADEC).

Actuarial Changes

As part of their continued effort to ensure that TMRS is well funded and that members' benefits remain secure and sustainable over generations, the TMRS Board of Trustees adopted the actuarial changes summarized below at its October 2019 Board meeting, based on the results of the 2019 experience study and the recommendations of the System's consulting actuary, Gabriel Roeder Smith & Company (GRS). The combined impact of the following actuarial changes is shown in the "Reconciliation of Full Retirement Rate from Prior Actuarial Valuation Report" section of this letter.

Actuarial Assumption Changes

The TMRS Act requires that at least once every 5 years, the System's consulting actuary perform an actuarial experience study and make recommendations to the Board based on the results of that study. Current Board policy is to conduct an actuarial experience study every four years. Accordingly, during 2019, TMRS' consulting actuary, GRS, conducted an experience study for the period ending December 31, 2018. A single set of assumptions is not expected to be suitable forever. As the actual experience of a plan unfolds or the future expectations change, the assumptions should be reviewed and adjusted accordingly. The actuarial assumptions used in the annual actuarial valuations and reviewed as part of the experience study are generally grouped into the following two major categories:

1. Economic assumptions – investment return, salary increases, overall payroll growth, inflation
2. Demographic assumptions – rates of termination, forfeiture, service retirement, disability retirement, pre-retirement mortality, post-retirement mortality

The Board adopted several changes in actuarial assumptions including, but not limited to:

- Slightly modified the step rate portion of the individual salary scale assumption based on recent trends and experience while keeping the ultimate salary increase at 3.5%.
- Introduced a load on the Updated Service Credit calculation equal to 0.1% per year into the future to reflect the asymmetric accrual pattern associated with this benefit formula.
- Decreased the current maximum payroll growth rate assumption from 3.00% to 2.75% to recognize some revenue pressure from a maturing population and changes in the property tax provisions while continuing to include a further reduction for some cities based on patterns of population decline.
- Updated the base mortality tables for healthy retirees to the client specific 2019 Municipal Retirees of Texas mortality tables using the actual mortality experience in TMRS data through December 31, 2018. Continued using a fully generational approach in projecting future mortality rates, but updated the projection scale to the ultimate rates of the MP Scales (Scale UMP).
- Updated the pre-retirement mortality tables to the PUB (10) mortality tables.
- Slightly increased the rates of termination and made small adjustments to the classification and individual city multipliers.
- Simplified and updated the service retirement rate tables.
- Slightly decreased the forfeiture rates (withdrawal of member deposits) for vested members not eligible for retirement.

Asset Valuation (Smoothing) Method Modification

In determining the Actuarial Value of Assets (AVA), decreased the “soft” corridor limit around the Market Value of Assets (MVA) from 15% to 12%. There were no other changes to the current 10-year asset smoothing method.

Amortization Policy Modifications

In TMRS, for underfunded plans, amortization of the Unfunded Actuarial Accrued Liability (UAAL) is a level percentage of payroll over a closed period using the process of “laddering” which separately tracks different amortization components or bases. For all new losses occurring after December 31, 2019 and benefit enhancements on or after January 1, 2021, the maximum amortization period is decreased from 25 years to 20 years for all cities. All prior amortization bases will continue to be amortized on their original schedule. This change will have no impact on the December 31, 2019 actuarial valuation, but will affect future valuations.

Decreased the level dollar amortization period for ad hoc benefit enhancements effective on or after January 1, 2021 from 15 years to 12 years.

Beginning with the December 31, 2019 valuation, once a City reaches an “overfunded” status, all prior amortization bases (ad hoc and non-ad hoc) are erased and an amount of the surplus is credited against the contribution rate to keep the funded ratio constant at the current level. Previously, the contribution rate credit was based on a 25-year open amortization policy.

Supplemental Death Benefit Fund Premiums

The premium for retirees will now be based on the full \$7,500 benefit versus the \$2,500 benefit previously used. There will now be a credit against premiums for active employees equal to 2% of the fund balance as of the valuation date expressed as a percentage of covered payroll for participating cities.

Rate Stabilization Techniques

Contribution rate stabilization is a strategic goal of the TMRS Board of Trustees. Since 2007, the Board has approved many actuarial changes to minimize short-term volatility in contribution rates while maximizing long-term System sustainability. Even so, some cities continue to experience significant changes in their annual contribution rates. Under the current funding policy in which rates are actuarially determined each year, contribution rate stabilization is fully optimized at the System level; therefore, any further rate stabilization must be achieved at the city level.

The most effective way for a city to stabilize its TMRS contribution rate is to determine, during its budget process, an affordable contribution rate that exceeds the required, calculated contribution rate and continue to pay that same rate, even when the calculated contribution rate goes down. This is particularly true for cities with an Unfunded Actuarial Accrued Liability (UAAL). These additional monthly contributions at a predetermined fixed rate accomplish the following:

- provides a stable annual contribution rate for budgeting purposes;
- directly reduces the UAAL;
- accelerates the years needed to attain full funding (i.e. pays off the UAAL quicker);
- produces cost savings over the long run; and
- provides a contribution rate cushion for future adverse plan experience.

A city can also make one or more lump sum contributions during the year which has a similar impact on the plan's funding status, but is less effective from a rate stabilization perspective.

For cities with an Overfunded Actuarial Accrued Liability (OAAL or surplus), the calculated contribution rate is determined by decreasing the normal cost rate (the cost of the current year accruals for active employees) by a rate calculated to keep the funded ratio constant at the current level. In most cases, the result is a required contribution less than the normal cost. It is important to note that there is still a chance that adverse experience could result in the funded ratio dropping below 100%. In order to dampen contribution rate volatility and to increase the likelihood of maintaining a funded ratio greater than 100%, TMRS encourages cities in a surplus position to consider paying the full normal cost rate (or as much as possible toward the full normal cost rate) until the funded ratio is at least 110%.

As noted above, additional contributions are entirely voluntary. A city can always revert to paying only the required calculated rate each month if financial circumstances change during the year. There is no formal action that needs to be taken by a city to contribute at a higher level than the required monthly minimum. Additional monthly contributions may be made during the normal payroll reporting process by simply filling out line 2. A. of Form TMRS 3 with the increased employer contribution rate. Lump sum contributions should be reported separately from the regular payroll reporting process and submitted with Form TMRS 3ADD.

If your city would like to explore the impact of any of these rate stabilization techniques on your TMRS plan, please contact Leslee Hardy, Director of Actuarial Services, at lhardy@tmrs.com.

Executive Summary

Valuation as of TMRS Plan Year (PY) Ending	12/31/2019	12/31/2018
Membership as of the Valuation Date		
• Number of		
- Active members	346	346
- Retirees and beneficiaries	199	193
- Inactive members	<u>203</u>	<u>193</u>
- Total	748	732
• Prior year's payroll provided by TMRS	\$ 24,087,668	\$ 23,032,609
• Valuation Payroll	\$ 25,216,058	\$ 24,293,554
Benefit Accumulation Fund (BAF) Assets		
• Market BAF Balance	\$ 111,457,330	\$ 97,727,792
• BAF crediting rate for PY	15.42%	(3.08%)
• Interest credited on beginning BAF balance	\$ 15,070,489	\$ (3,141,744)
• Municipal contributions ^	2,377,366	2,275,514
• Member contributions during year	1,686,137	1,612,283
• Benefit and refund payments ^	5,404,455	5,125,013
Actuarial Value of Assets (AVA)		
• Market BAF Balance	\$ 111,457,330	\$ 97,727,792
• Actuarial Value of Assets (AVA)	109,685,125	103,806,520
• AVA as a Percentage of BAF	98.4%	106.2%
• Return on AVA	6.95%	6.01%
Actuarial Information		
• Actuarial accrued liability (AAL)	\$ 116,844,223	\$ 111,488,802
• Actuarial value of assets (AVA)	109,685,125	103,806,520
• Unfunded actuarial accrued liability (UAAL)	7,159,098	7,682,282
• UAAL as % of pay	29.7%	33.4%
• Funded ratio (AVA/AAL)	93.9%	93.1%
• Employer normal cost	5.26%	5.50%
• Prior Service Rate	3.66%	3.82%
Contribution Rates for TMRS Plan Year (PY)		
• Member	2021 7.00%	2020 7.00%
• Full retirement rate (ADEC)	8.92%	9.32%
• Supplemental Death rate	0.15%	0.14%
Total Employer Contribution Estimates for PY		
• Projected payroll	2021 \$ 25,909,500	2020 \$ 25,022,361
• Combined contribution rate	9.07%	9.46%
• Estimated employer contribution	\$ 2,349,992	\$ 2,367,115

Note: TMRS Plan Year coincides with Calendar Year

Results from prior year reflect the plan provisions used in the 12/31/2019 valuation report.

^ Excludes contributions to/benefit payments from the IRC §415(m) Full Benefit Arrangement fund.

Calculation of Contribution Requirements

From Valuation Report as of

	<u>December 31, 2019</u>		<u>December 31, 2018</u>			
	New Assumptions		Old Assumptions			
1. Prior year's payroll reported to TMRS	\$	24,087,668	\$	24,087,668	\$	23,032,609
2. Valuation payroll		25,216,058		25,216,058		24,293,554
3. Employer normal cost rate		5.26%		5.52%		5.50%
4. Actuarial liabilities						
a. Active members	\$	47,171,667	\$	47,267,349	\$	45,071,911
b. Inactive members		15,695,562		15,825,845		13,624,150
c. Annuitants		<u>53,976,994</u>		<u>53,605,449</u>		<u>52,792,741</u>
d. Total actuarial accrued liability	\$	116,844,223	\$	116,698,643	\$	111,488,802
5. Actuarial value of assets		<u>109,685,125</u>		<u>109,685,125</u>		<u>103,806,520</u>
6. Unfunded actuarial accrued liability (UAAL) (4d - 5)	\$	7,159,098	\$	7,013,518	\$	7,682,282
7. Funded ratio (5 / 4d)		93.9%		94.0%		93.1%
8. Equivalent Single Amortization Period*		9.4 Years		9.1 Years		10.0 Years
9. Assumed payroll growth rate		2.75%		3.00%		3.00%
<hr/>						
Contribution Rate for TMRS Plan Year:		2021				2020
<hr/>						
10. Full retirement rate						
a. Normal cost		5.26%		5.52%		5.50%
b. Prior service		<u>3.66%</u>		<u>3.62%</u>		<u>3.82%</u>
c. Full retirement rate		8.92%		9.14%		9.32%
11. Supplemental Death rate		0.15%		0.15%		0.14%
12. Combined contribution rates (10c+11)		9.07%		9.29%		9.46%

* New Losses are laddered on 25-year period.

Summary of Benefit Provisions

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City in effect as of April 1, 2020 were as follows:

Employee deposit rate	7%
Matching ratio (city to employee)	2 to 1
Years required for vesting	5
Retirement Eligibility (Age/Service)	60/5, 0/20
Updated Service Credit	100% Transfers
Annuity Increase (to retirees)	70% of CPI
Supplemental Death Benefit to Active Employees	Yes
Supplemental Death Benefit to Retirees	Yes

Amortization Bases and Payments

Year Established	Description	Years Remaining	Base	Payment
2010	2010 Ad Hoc Benefit Change	6	\$ 229,139	\$ 46,161
2011	2011 Ad Hoc Benefit Change	7	433,653	77,189
2012	2012 Ad Hoc Benefit Change	8	305,992	49,109
2013	2013 Ad Hoc Benefit Change	9	460,550	67,679
2014	2014 Ad Hoc Benefit Change	10	546,919	74,485
2015	2015 Ad Hoc Benefit Change	11	1,089,828	138,895
2016	2016 Ad Hoc Benefit Change	12	1,431,424	172,081
2017	2017 Ad Hoc Benefit Change	13	1,604,629	183,169
2018	2018 Ad Hoc Benefit Change	14	1,012,266	110,335
2019	2019 Overfunded Non Ad-Hoc	25	<u>44,698</u>	<u>2,813</u>
	Total		7,159,098	921,916

Historical and Projected Accumulation of the BAF Balance

Year Ending December 31, (1)	Payroll for the Year (2)	Effective Retirement Contribution Rate ^a (3)	Employer Contributions for the Year ^c (4)	Member Contributions for the Year (5)	Benefit Payments ^c (6)	External Cash Flow for the Year (7)	Interest Credit (8)	BAF Balance ^b (9)
		(4) / (2)				(4) + (5) + (6)		
2017	\$ 23,343,646	9.88%	\$ 2,306,217	\$ 1,634,055	\$ (4,874,523)	\$ (934,251)	\$ 11,891,696	\$ 102,106,752
2018	23,032,609	9.88%	2,275,514	1,612,283	(5,125,013)	(1,237,216)	(3,141,744)	97,727,792
2019	24,087,668	9.87%	2,377,366	1,686,137	(5,404,455)	(1,340,952)	15,070,489	111,457,330
2020	25,216,058	9.32%	2,350,137	1,765,124	(6,397,418)	(2,282,157)	7,523,370	116,698,542
2021	25,909,500	8.92%	2,311,127	1,813,665	(6,319,877)	(2,195,085)	7,877,152	122,380,609

a. Effective retirement contribution rate is the actual rate determined by dividing the employer contribution received by the payroll paid.

b. BAF Balance may not sum due to rounding.

c. Excludes contributions to/benefit payments from the IRC §415(m) Full Benefit Arrangement fund.

Reconciliation of Full Retirement Rate from Prior Actuarial Valuation Report

Actuarial valuations are based on long-term assumptions, and actual results in a specific year can, and almost certainly will, differ as actual experience deviates from the assumptions. The following table provides a detailed breakdown of changes in the retirement portion of your city’s contribution rate. This analysis reconciles the change in the retirement portion (ADEC) of your city’s contribution rate from 2020 to 2021, but will not reflect any change in the cost of the Supplemental Death Benefit (SDB), if your city currently has this provision. (Any changes in the cost of the SDB are primarily due to the changes in the average age of your city’s employee group and/or the number of covered retirees.) Following the table below is a brief description of the common sources for deviation from the expected.

Change in Full Retirement Rate	
Full Rate from 12/31/2018 Valuation (PY 2020 Rate)	8.86 %
Benefit changes	0.46 %
Return on Actuarial Value of Assets	(0.05)
Contribution lag/fully amortized prior bases	(0.03)
Payroll growth	(0.03)
Normal cost	0.02
Liability growth	(0.09)
Subtotal Experience Change	0.28 %
Actuarial Changes	(0.22)
Total change	0.06 %
Full Rate from 12/31/2019 Valuation (PY 2021 Rate)	8.92 %

Benefit Changes - Shows the increase or decrease in the contribution rate associated with any modifications made to the member city’s TMRS plan provisions. This will also include any changes to the amortization period adopted by ordinance.

Return on Actuarial Value of Assets (AVA) - Shows the change in the contribution rate associated with the return on the AVA being different than the assumed 6.75%. For the year ending December 31, 2019, the return on an AVA basis was 6.95%. The impact may show as 0.00% due to rounding.

Contribution Lag/Fully Amortized Prior Bases - Shows the total increase or decrease in the contribution rate associated with the phase in of contributions and/or any additional contributions above the full rate. The effect of the “Contribution Lag” is also included here and refers to the time delay between the actuarial valuation date and the date the contribution rate becomes effective. For

TMRS member cities, the “Contribution Lag” is one year (i.e., the Actuarial Valuation as of December 31, 2019 sets the rate effective for Calendar Year 2021). **The impact of the “Contribution Lag” is expected to become immaterial once a city is contributing the Full Rate and the Full Rate stabilizes.**

In addition, it shows the impact of the bases, if any, which became fully amortized as of this valuation since payments for those bases are no longer part of the calculation of the prior service rate.

Payroll Growth - Shows the increase or decrease in the contribution rate associated with higher or lower than expected growth in the member city’s overall payroll. The amortization payments were calculated assuming payroll grows at 3.00% per year. Overall payroll growth greater (less) than 3.00% will typically cause a decrease (increase) in the prior service rate.

Normal Cost - Shows the increase or decrease in the contribution rate associated with changes in the average normal cost rate for the individual city’s population. The normal cost rate for an employee is the contribution rate which, if applied to a member’s compensation throughout their period of anticipated covered service with the municipality, would be sufficient to meet all benefits payable on their behalf. The salary-weighted average of the individual rates is the total normal cost rate.

Liability Growth - Shows the increase or decrease in the contribution rate associated with larger or lower than expected growth in the member city’s overall plan liabilities. The most significant sources for variance will be individual salary increases compared to the assumption and turnover.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of members in pay status and a significant trust may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

Ratio of the market value of assets to payroll	4.6
Ratio of actuarial accrued liability to payroll	4.9
Ratio of actives to retirees and beneficiaries	1.7
Net cash flow as a percentage of market value of assets	(1.2%)
Duration of liabilities	17.0
Change in Contribution Rate with 10% decline in assets (smoothed)	0.27%
Change in Contribution Rate with 10% decline in assets (unsmoothed)	2.74%

Ratio of Market Value of Assets to Payroll - The relationship between assets and payroll is a useful indicator of the potential volatility of contributions. For example, if the market value of assets is 4.0 times the payroll, a return on assets 5% different than assumed would equal 20% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in plan sponsor contributions as a percentage of payroll.

Ratio of Actuarial Accrued Liability to Payroll - The ratio of liability to payroll may also be used as a measure of sensitivity of the liability itself. For example, if the actuarial accrued liability is 5.0 times the payroll, a change in liability 2% other than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in liability (and also plan sponsor contributions) as a percentage of payroll.

The relationship between the actuarial accrued liability and payroll is a useful indicator of the potential longer term asset-related volatility once the current UAAL is fully amortized. A funding policy that targets a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

Ratio of Actives to Retirees and Beneficiaries - A young plan with many active members and few retirees will have a high ratio of active to retirees. A mature open plan may have close to the same number of actives to retirees resulting in a ratio near 1.0. A super-mature or closed plan may have significantly more retirees than actives resulting in a ratio below 1.0.

Net Cash Flow as a Percentage of Market Value - A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits

are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.

Duration of Liabilities - The duration of the present value of future benefits may be used to approximate the sensitivity to a 1% change in the assumed rate of return. For example, duration of 10 indicates that the present value of future benefits would increase approximately 10% if the assumed rate of return were lowered 1%. This also is an approximation of the discount-weighted average time horizon of the liability.

Change in Contribution Rate with 10% Decline in Assets (Smoothed) - This shows the rate impact in one year if the actuarial value of assets (AVA) was 10% lower than in the current actuarial valuation with the asset loss smoothed over a 10 year period as is done in the system-wide calculation of the AVA.

Change in Contribution Rate with 10% Decline in Assets (Unsmoothed): This shows the rate impact if the actuarial value of assets was 10% lower than in the current actuarial valuation with the full asset loss recognized in the current valuation.



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 11(a) A resolution granting consent to Brazoria-Fort Bend Counties Municipal Utility District No. 3 to annex certain land situated within the extraterritorial jurisdiction of the City of Missouri City, Texas
Submitted by: E. Joyce Iyamu, City Attorney

SYNOPSIS

This resolution grants consent for the annexation of approximately 96.11 acres of land located within the extraterritorial jurisdiction of the City of Missouri City (the "City") into Brazoria-Fort Bend Counties Municipal Utility District No. 3 (the "District").

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout.

BACKGROUND

The City has received a petition from D.R. Horton, Texas, Ltd., and Hannover Estates, Ltd., the owners of the 96.11 acres of land, requesting that the City grant consent to the annexation of the 96.11 acres of land into the District. The inclusion of the tract of land into the District will facilitate the provision of water and wastewater utilities for the land. The City has been advised that, upon annexation, the District will select the City of Alvin as the municipality that may exercise its authority within the District.

BUDGET ANALYSIS

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

SUPPORTING MATERIALS

1. Resolution, including the District's request
2. Map of the subject area

STAFF'S RECOMMENDATION

The Department of Public Works does not object to this annexation, provided that the resolution includes language clarifying the District's ability to become a member of the GRP and language regarding City authority if the area in which the District is located is no longer within the City of Alvin's jurisdiction. This matter is within Council's discretion to approve or deny.

RESOLUTION NO. R-20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING CONSENT TO BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3 TO ANNEX APPROXIMATELY 96.11 ACRES OF LAND SITUATED, IN PART, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MISSOURI CITY, TEXAS.

* * * *

WHEREAS, Brazoria-Fort Bend Counties Municipal Utility District No. 3 (“the District”) is located within the extraterritorial boundaries of the City of Alvin, Texas; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city shall be included within a district unless such city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district; and

WHEREAS, on or about July 17, 2020, a petition for consent to annex to the District land lying within the extraterritorial jurisdiction of the City of Missouri City, Texas, was received by the City of Missouri City; and

WHEREAS, D.R. Horton, Texas, Ltd., and Hannover Estates, Ltd., have executed the petition, attached hereto as Exhibit “1,” requesting that the land be added to the District; and

WHEREAS, the land sought to be annexed to the District contains an area of approximately 96.11 acres of land, more or less, situated partly within the extraterritorial jurisdiction of the City of Missouri City, Texas, and partly within the extraterritorial jurisdiction of the City of Alvin, and is more particularly described by metes and bounds in Exhibit A of the petition in Exhibit “1”; and

WHEREAS, Section 54.0163 of the Texas Water Code provides that the board of a municipal utility district that is located in the extraterritorial jurisdictions of more than one municipality by resolution may select the municipality that may exercise authority within the district as a whole; and

WHEREAS, the District has informed the City of Missouri City of its intent to select the jurisdiction of the City of Alvin as the municipality that may exercise authority within the District as a whole; and

WHEREAS, in submitting such petition for consent to annex land, the petitioners have agreed to be bound by certain covenants and conditions as fully set forth in Exhibit “2” and incorporated herein by reference; and

WHEREAS, after due consideration, it is the opinion of the City Council of the City of Missouri City that consent to the annexation of the total 96.11 acres of land into the District should be given; now, therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The City of Missouri City, Texas, hereby consents to the annexation to Brazoria-Fort Bend Counties Municipal Utility District No. 3 of land, containing a total of 96.11 acres, more or less, situated partly within the extraterritorial jurisdiction of the City of Missouri City, Texas, more particularly described by metes and bounds in Exhibit A of the Petition in Exhibit "1," subject to Section 3 of this Resolution.

Section 3. The consent to annex granted hereby is subject to the covenants and conditions set forth in Exhibit "2" and the provisions of this Resolution, all of which are agreed to by petitioner and which shall apply to the current land within the District and its current operation as well as to the proposed annexation of land and future operations of the District, provided that any part of the District is located in the extraterritorial jurisdiction of the City of Missouri City, Texas.

Section 4. The consent to annex granted hereby shall not be construed as acceptance or inclusion of the District in the City's Groundwater Reduction Plan.

Section 5. In the event the District's selection of the City of Alvin or another municipality as the municipality that may exercise authority within the District as a whole becomes inviable, the District shall, within five calendar days, notify the City of such event and, within 60 days of such event, enter into a strategic partnership agreement with the City.

Section 6. Provided that any part of the District is located in the extraterritorial jurisdiction of the City of Missouri City, Texas, Brazoria-Fort Bend Counties Municipal Utility District No. 3 shall further be required to notify the City of all of its meetings of the Board of Directors, stating the date, time and place of same along with the agenda of said meeting; and, further, that the District shall furnish minutes of said meetings to the City.

Section 7. *Repeal.* Any and all resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 8. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each

and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9. *Open Meeting.* The City Council of the City of Missouri City, Texas, 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 of the City of Missouri City, Texas, for the time required by law preceding this meeting, as required by the Open Meeting Act, Chapter 551, Texas Government Code; and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered and formally acted upon. The City Council of the City of Missouri City, Texas, further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. This Resolution shall take effect immediately from and after its passage and approval by the City Council of the City of Missouri City, Texas.

PASSED, APPROVED and RESOLVED this 8th day of September, 2020

ATTEST:

Yolanda Ford, Mayor

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

**PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3**

THE STATE OF TEXAS §

COUNTIES OF BRAZORIA AND FORT BEND §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

The undersigned, D.R. HORTON-TEXAS, LTD., a Texas limited partnership, and HANNOVER ESTATES, LTD., a Texas limited partnership (collectively referred to herein as the "Property Owner"), respectfully petition the City of Missouri City, Texas for its consent to the addition of land to the District. In support of this Petition, the Property Owner would show the following:

I.

The land sought to be added to the District (referred to as the "Property") is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

II.

The Property contains approximately 96.108 acres of land, is contiguous to the District, and lies within Fort Bend County, Texas, and not within the boundaries of any incorporated city or town. The Property lies partially within the extraterritorial jurisdiction of the City of Alvin, Texas, and partially within the extraterritorial jurisdiction of the City of Missouri City, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

Property Owner is the holder of title to the Property as shown by the Fort Bend Counties Tax Rolls and conveyances of record. No person or entity holds a lien on the Property.

IV.

The District was duly created and established pursuant to Senate Bill 1038, Acts of the 86th Legislature, Regular Session, 2019, Chapter 8075, Texas Special District Local Law Code, effective September 1, 2019 (the "Act"). The District is organized for the purposes found in Chapters 49 and 54, Texas Water Code, as amended, to provide for:

(1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;

- (2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;
- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state; and
- (8) the preservation of all natural resources of the state; and
- (9) the construction, operation and maintenance of roads, parks and recreational facilities serving the District.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction, installation, maintenance, purchase and operation of roads, parks and recreational facilities and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services, and roads and park and recreational facilities. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system, roads and park and recreational facilities.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and/or residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$10,298,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Missouri City, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

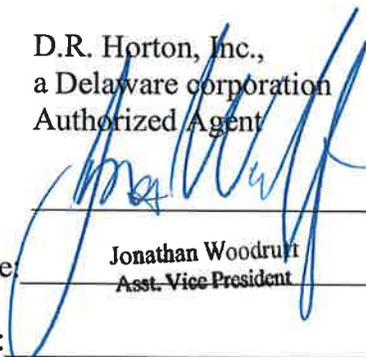
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RESPECTFULLY SUBMITTED this 26 day of JUNE, 2020.

“PROPERTY OWNER”

D.R. Horton-Texas, Ltd.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation
Authorized Agent

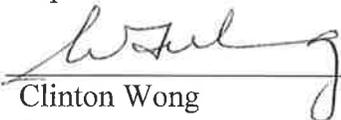
By: 

Name: Jonathan Woodruff
Asst. Vice President

Title: _____

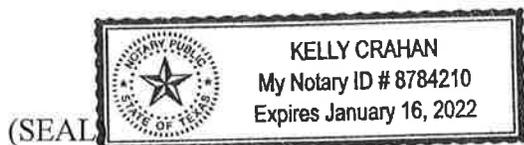
HANNOVER ESTATES, LTD.,
a Texas limited partnership

By: Amvest Corporation,
a Texas corporation,
its general partner

By: 
Name: Clinton Wong
Title: President

THE STATE TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24TH day of April, 2020 by Clinton Wong, President of Amvest Corporation, a Texas corporation, which is the general partner of HANNOVER ESTATES, LTD., a Texas limited partnership, on behalf of said corporation.




Notary Public, State of TEXAS

EXHIBIT "A"
Description of the Property

(see attached)

County: Fort Bend
Project: Southern Colony
Job No. 185567
MBS No. 18-231(Revised)

FIELD NOTES FOR 83.252 ACRES

Being a tract containing 83.252 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 83.252 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.) and being a portion of Lots 5 and 6, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.); Said 83.252 acre tract being more particularly described by metes and bounds 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 with cap found at the southeasterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, with the easterly line of said Reserve "A", North 03 degrees 05 minutes 05 seconds West, a distance of 1279.62 feet to a 5/8-inch iron rod set at the southwest corner of a call 1.284 acre tract recorded in the name of Fort Bend County M.U.D. Number 141 in File Number 2018043550 of the O.R.F.B.C.;

Thence, with the southerly line of said 1.284 acre tract, North 86 degrees 54 minutes 45 seconds East, a distance of 175.00 feet to a 5/8-inch iron rod set at the southeasterly corner of said 1.284 acre tract and being on the westerly line of a call 363.942 acre tract recorded in the name of J.H. Caldwell, et al in Volume 796, Page 565 of the O.R.F.B.C.;

Thence, with said easterly line, South 03 degrees 05 minutes 12 seconds East, a distance of 1272.32 feet to a 5/8-inch iron rod set at a southwesterly corner of said 363.942 acre tract;

Thence, with a southerly line of said 363.942 acre tract, North 86 degrees 57 minutes 10 seconds East, a distance of 353.80 feet to a 5/8-inch iron rod set at the northeasterly corner of aforesaid 162.2524 acre tract;

Thence, with the easterly line of said 162.2524 acre tract, South 03 degrees 04 minutes 56 seconds East, a distance of 1593.59 feet to a 5/8-inch iron rod found on the northerly line of Southern Colony Section 4A, a subdivision recorded in Plat Number 20180188 of the F.B.C.P.R.;

Thence, with said northerly line and the northerly line of Southern Colony Section 2B, a subdivision recorded in Plat Number 20170104 of the F.B.C.P.R., South 86 degrees 48 minutes 40 seconds West, a distance of 2217.26 feet to a 5/8-inch iron rod set on the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C. and being on a line 350-feet easterly of and parallel to the easterly Right-of-Way (R.O.W.) line of F.M.521 (115-feet wide);

Thence, with said parallel line, North 02 degrees 29 minutes 05 seconds East, a distance of 1599.48 feet to a 5/8-inch iron rod set on the southerly line of aforesaid Reserve "A";

Thence, with said southerly line, North 86 degrees 58 minutes 01 seconds East, a distance of 1533.24 feet to the **POINT OF BEGINNING** and containing 83.252 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED OCTOBER 22, 2019 AND FILED IN JOB NUMBER 185567 AT GBI PARTNERS, L.P.

GBI PARTNERS, L.P.
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 14, 2018
(Revised 10/22/2019)



JPB
10/22/2019

County: Fort Bend
Project: Southern Colony
Job No. 185567
MBS No. 19-328

FIELD NOTES FOR 12.856 ACRES

Being a tract containing 12.856 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 12.856 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.); Said 12.856 acre tract being more particularly described by metes and bounds 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 with cap found at the southwesterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the easterly Right-of-Way (R.O.W.) line of F.M. 521 (115-foot wide);

Thence, with the southerly line of said Reserve "A", North 86 degrees 58 minutes 01 seconds East, a distance of 351.63 feet to a line 350-foot easterly of and parallel to the aforesaid easterly R.O.W. line of F.M. 521;

Thence, with said parallel line, South 02 degrees 29 minutes 05 seconds West, a distance of 1599.48 feet to the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C.,

Thence, with said northerly line, South 86 degrees 48 minutes 40 seconds West, a distance of 351.72 feet to the aforesaid easterly R.O.W. line of F.M. 521;

Thence, with said R.O.W. line, North 02 degrees 29 minutes 05 seconds East, a distance of 1600.44 feet to the **Point of Beginning** and containing 12.856 acres of land.

GBI PARTNERS, L.P.
TBPLS Firm No. 10130300
Ph: 281.499.4539
October 23, 2019



JPB
10/23/2019

Date\Time : Thu, 21 Nov 2019 - 11:12pm
 Path\Name : I:\Projects\1751\SOUTHERN COLONY GENERAL\EXPANSION\Exhibits for Contracts\Tract Annexations.dwg

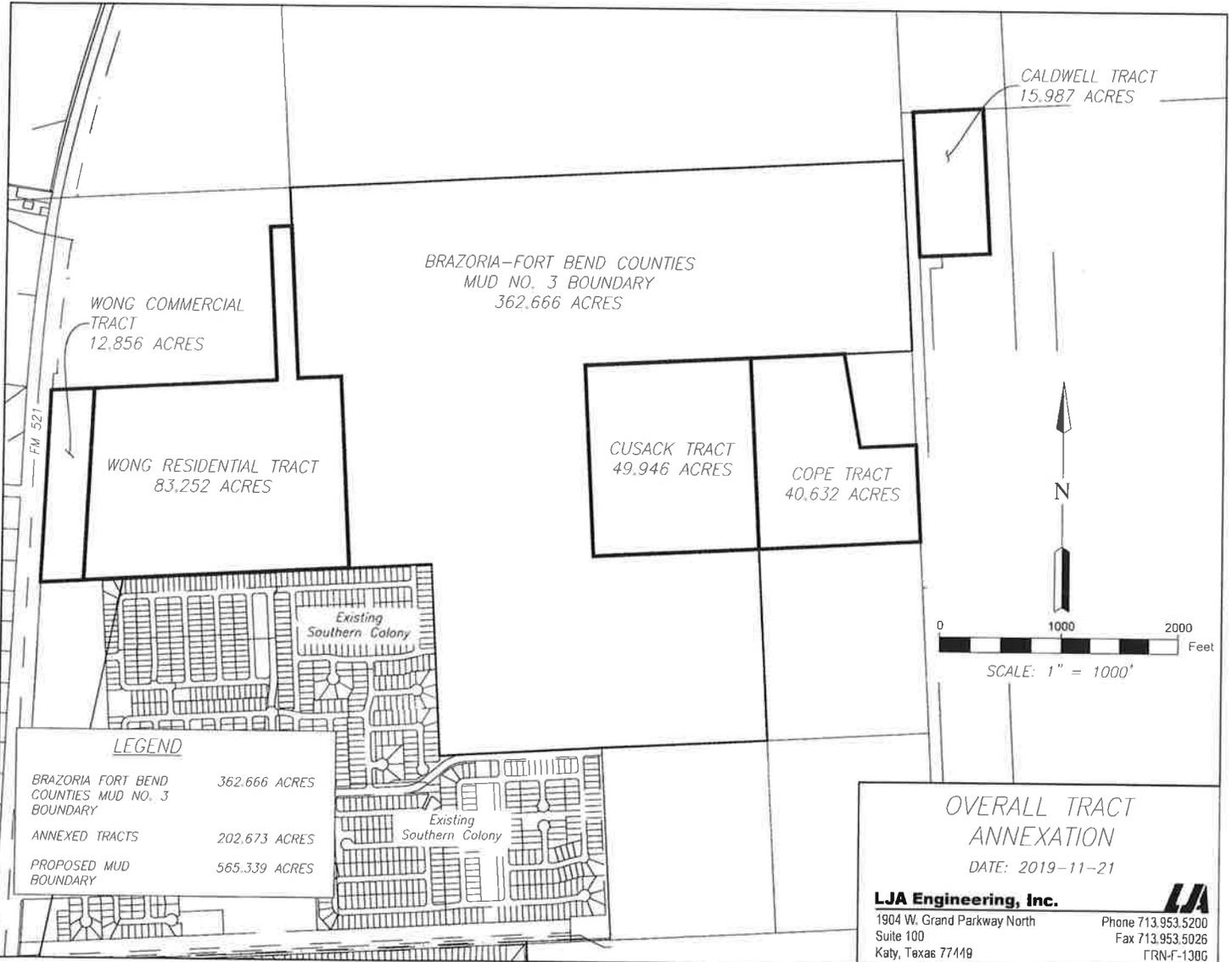


Exhibit "2"

A. The District may issue bonds only for the purpose of acquiring, purchasing or constructing, under contract with the City of Missouri City (the "City") or otherwise, waterworks systems, wastewater systems, stormwater systems, drainage facilities, recreational facilities and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain the same, and to sell water, wastewater and other services within or without the boundaries of the District, unless otherwise agreed to by the City. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance without premium and shall only be sold after the taking of public bids therefor, other than refunding bonds, which may be sold on a negotiated basis, and none of such bonds, other than refunding bonds, shall be sold for less than ninety-five (95) percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed two (2) percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the first date notice of the sale of such bonds is published, and bids for the bonds shall be received not more than forty-five (45) days after notice of sale of the bonds if so published. The resolution or order authorizing the issuance of the District's bonds will contain, if applicable, a provision that the pledge of the revenues from the operation of the District's water and wastewater and/or drainage systems to the payment of the District's bonds will terminate if and when the City annexes the District or takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until the City has given its written consent by action of the City Council on such addition or annexation. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to annex and/or dissolve the District within 365 or fewer days after such notice. The District will promptly provide the City with the Official Statement regarding the issuance of the bonds, once it is complete. If the District is a management district, it shall obtain City approval of all bonds it issues in accordance with Section 375.207, Texas Local Government Code. The District must obtain City approval to issue refunding bonds. Refunding bonds must comply with all City ordinances pertaining the sale of refunding bonds by a District within the City's boundaries or its extra-territorial jurisdiction, as such ordinances may be amended from time to time.

B. Before the commencement of any construction within the District, the District, its directors, officers, or developers and/or landowners shall submit to the Director of the Department of Public Works of the City, or to his designee, all plans and specifications for the construction of water, wastewater, drainage, recreational and road facilities and related improvements to serve the District and obtain the City's written approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes and appurtenances thereto, installed or used within the District, shall conform exactly to the then-applicable specifications of the City. All water service lines, wastewater service lines, lift stations, wastewater treatment facilities, road facilities and appurtenances thereto installed or

used within the District, as well as any recreational facilities to be accepted by the City, shall comply with the City's standards, the approved plans and specifications and the then-applicable ordinances, resolutions, or regulations of the City, unless otherwise agreed to in writing by the City and the District. Prior to the construction of such facilities within or by the District, the District or its engineer shall give written notice by registered or certified mail to the Director of Public Works of the City, or his designee, stating the date on which such construction will be commenced. The construction of the District's water, wastewater, drainage, recreational and road facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City and as approved by the City Engineer and the Director of Public Works of the City. During the progress of the construction and installation of such facilities, a designated representative of the City may make periodic on-the-ground inspections in order to determine that the installation and construction conform with the approved plans and specifications and the applicable standards and specifications of the City. In the event that it is determined by the representative of the City that construction and/or installations are not being performed in conformance with the approved plans and specifications and with the applicable standards and specifications of the City, upon being so informed by a duly designated City representative, the District agrees to discontinue further construction and installation of all facilities until the cause of the non-compliance is resolved.

C. In the event that the District operates a wastewater treatment plant, the District agrees it will employ a wastewater plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality ("TCEQ"). If the District operates the plant, the District shall make periodic analyses of its discharge pursuant to the rules of the TCEQ and shall send copies of all such effluent data to the Department of Public Works of the City, as well as to the TCEQ. Representatives of the City may supervise the continued operations of the wastewater treatment facility by making periodic inspections thereof.

D. The District shall not provide water, wastewater or drainage facilities to any tract of land until the owner or developer of said tract has, prior to the sale of any subdivided lots or parcels of land, duly recorded a plat in the map and plat records of the county in which the District lies and which plat has been previously approved by the Planning and Zoning Commission of the City. If the District contracts with the City for water supply or wastewater treatment services, the District may not provide service to any land outside its boundaries without the prior written consent of the City.



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 11(b) Discuss and approve the new Interfund Loan Policy
Submitted by: Allena Portis, Director of Financial Services

SYNOPSIS

Interfund loans involve the lending of cash from one City fund to another for a specific purpose with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans are typically short-term in nature, and constitute the allocation of resources between individual funds for working capital purposes.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

The City should implement and follow policies to address the borrowing to cover negative cash balances. This policy would implement an interfund loan policy and procedures to ensure that all long-term interfund borrowing (borrowing longer than one year) is governed by formal interfund loan agreements that have an appropriate level of authorization (i.e., City Council).

Staff believes inclusion of this Policy will ensure adherence and compliance with best practices and will most importantly, provide authority for interfund loans.

Temporary borrowing of cash may be made for the following reasons:

- To offset timing differences in cash flow
- To offset timing differences between expenditures and reimbursements, typically associated with grant funding
- To provide for advance spending for a capital project prior to securing project financing, especially in instances where reimbursement resolutions have been passed by City Council.
- For other needs as deemed appropriate by City Council.

The term of the interfund loan may continue over a period of more than one year, but must be “temporary” in the sense that no permanent diversion of the lending fund results from the failure to repay by the borrowing fund. Additionally, interfund loans should not hinder the accomplishment of any function or project for which the lending fund was established.

Interfund loans should not be used to solve ongoing structural budget problems. Over the past three fiscal years, the LGC has received interfund loans instead of transfers as in previous years. Due to the loans being issued to solve structural budget problems, staff is requesting to forgive the loans and address year-end trumps with transfers formally with a future agenda item.

BUDGET ANALYSIS

There are currently two long-term interfund loans included in the FY2021 budget. These loans are as follows:

Lending Fund	Paying Fund	Outstanding Balance
505 (Mustang Bayou)	506 (Surface Water)	\$5,565,350
506 (Surface Water)	505 (Mustang Bayou)	\$6,157,696

Net Balance: \$592,346

There is currently an interfund loan (Due To/Due From and Advance To/Advance From) with the Missouri City Recreation and Leisure Local Government Corporation. A budget amendment for FY2020 will be presented at a future meeting that will record the elimination of prior structural deficits via a transfer from the general fund in the amount of \$420,453.68. This amount excludes the loan agreement with the City for netting, flooring, tee-line and the El Dorado Bridge at Hold Number 5 (\$149,287)

The City has an active reimbursement resolution (R-20-07) for capital expenditures to be paid/reimbursed with the 2020 Series Certificate of Obligation debt issuance.

SUPPORTING MATERIALS

1. Proposed Resolution
2. Proposed Interfund Loan Policy
3. Resolution R-20-07
4. Utilities Interfund Loan Schedule

STAFF'S RECOMMENDATION

Staff recommends approval of the Interfund Loan Policy, ratification of existing interfund loans and approval forgiveness of past loans between the LGC in the amount of \$420,453.68.

Director Approval: Allena Portis, Director of Financial Services

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

RESOLUTION NO. R-20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING THE COMPREHENSIVE FINANCIAL POLICY FOR THE CITY OF MISSOURI CITY, TEXAS, BY ADOPTING AN INTERFUND LOAN POLICY GOVERNING THE TRANSFER OF CITY OF MISSOURI CITY FUNDS FROM ONE MISSOURI CITY FUND TO ANOTHER; AND PROVIDING FOR REPEAL.

* * * * *

WHEREAS, pursuant to Resolution No. R-16-22, adopted by the City Council of the City of Missouri City on June 20, 2016, the City Council of the City of Missouri City adopted a Comprehensive Financial Policy (the "Financial Policy"); and

WHEREAS, the Financial Policy was amended pursuant to Resolution No. R-19-42, to amend the Fund Balance Policy; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City to adopt an interfund loan policy governing the transfer of City of Missouri City funds from one fund to another; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The City Council of the City of Missouri City, Texas hereby amends the Comprehensive Financial Policy, adopted by Resolution No. R-16-22 and amended by Resolution No. R-19-42, by renumbering Articles V, VI, VII, and VIII, as Articles VI, VII, VIII, and IX, respectively.

Section 3. The City Council of the City of Missouri City, Texas hereby amends the Comprehensive Financial Policy, adopted by Resolution No. R-16-22 and amended by Resolution No. R-19-42, by adding a new Article V, the attached Interfund Loan Policy, as set forth in Exhibit "A," attached hereto and made a part hereof for all purposes.

Section 4. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 5. Repeal. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 6. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this 8th day of September, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

CITY OF MISSOURI CITY INTERFUND LOAN POLICY

DEFINITION

Interfund loans are loans from one City fund to another City fund for a specific purpose with a requirement for repayment. Interfund borrowing is a tool employed by the City of Missouri City Financial Services Department to assist funds experiencing short-term transitory cash imbalances created in the conduct of City Council approved budget activities. It is not to be used to fund activities not contemplated in the fund's adopted budget.

PURPOSE

The purpose of this policy is to provide guidelines regarding the establishment, management, and repayment of interfund loans.

POLICY

General

Interfund loans should be considered temporary or short-term borrowing of cash and may be made for the following reasons:

- To offset timing differences in cash flow
- To offset timing differences between expenditures and reimbursements, typically associated with grant funding
- To provide for advance spending for a capital project prior to securing project financing.
- For other needs as deemed appropriate by City Council.

The term of the interfund loan may continue over a period of more than one year, but must be "temporary" in the sense that no permanent diversion of the lending fund results from the failure to repay by the borrowing fund. Additionally, interfund loans should not hinder the accomplishment of any function or project for which the lending fund was established.

Interfund loans should not be used to solve ongoing structural budget problems. Inter fund loans may not be used to support operating needs, but are allowable for cash flow needs related to projects involving third party financial transactions, such as grants, reimbursements, or debt issuances with accompanying reimbursement resolutions.

Interfund loans may be considered when one fund has excess reserves (over policy requirements) that are not anticipated to be needed prior to repayment.

Exhibit "A"

Procedures

All City interfund borrowing requests will be in writing and will be signed by the City Manager. City Council approval is required for loans that exceed one year. City Council approval should be indicated by a signature of a member of the City Council empowered to provide such approval.

The establishment of Interfund loans requires coordination among several parties, including the department overseeing the funds that would provide or receive the loan, the Financial Services Department, and the City Attorney's Office.

The following procedures should be followed in establishing an interfund loan:

The department managing the borrowing fund should prepare a request for interfund loan. The request shall include the amount requested, loan period, and monthly/annual payment plan. The department should analyze projected revenues and expenditures for the particular fund. The interfund loan request and supporting documentation should be forwarded to the Financial Services Department.

In addition to the above information, all request must include the following:

- Purpose/use of funds: Discussions should be supported by cash flow history and projections (three years of history, if available, and projected cash flows for the loan period), budget narratives describing the program or project, and other documents as needed to provide a complete and clear understanding of the use of funds.
- Reasons cash balances and current revenues cannot fund activity
- Analysis of other options available to fund activity. Discussion should address all actions the Department has already taken and their outcomes, any actions other than the loan currently being contemplated by the department and any actions that are not available to the department due to legal or other constraints.
- Source(s) of repayment and any conditions that must change to allow repayment.
- Implications of not receiving funding: Discussion should identify significant impacts to the project or program (such as services that are being denied, utilities that are being shut off, or failure of timely payment of emergency services) and any costs associated with delayed payments (such as interest, penalties, or re-activation fees). Where appropriate, recognition of department alternatives should be acknowledged.

The Financial Services Department should provide information on the status of the funds providing and receiving the loan, potential funding options, and estimated loan and interest repayment calculation. Interfund loans should include an interest component that equals the investment earnings the providing fund would have received had the loan not occurred.

Exhibit "A"

Documents prepared should be forwarded to the City Attorney's Office to determine if there are legal restrictions associated with the use of the identified funding source for the interfund loan, and to prepare the resolution with the loan terms, when required.

Interfund loans shall be in writing and specify the terms and conditions of the loan including the:

1. Effective date of the loan;
2. Name of fund loaning the money;
3. Name of the fund receiving the money;
4. Amount of the loan;
5. Use of Funds
6. Term of and repayment schedule for the loan;
7. Interest rate of the loan;
8. Method of calculating interest applicable to the loan;

Repayment

Repayment of the loan is top priority of the borrowing fund once cash is available.

As part of the annual budget process, the Financial Services Department should ensure that the loan repayment is budgeted consistent with the loan terms.

If the borrowing fund continues to maintain negative cash balance for periods beyond the term of the loan, scheduled payments should be postponed until the fund has a positive cash balance. Interest should continue to accrue and be added to the principal of the loan.

If the borrowing fund is an operating fund, it must maintain positive cash balance of at least 10% of its operating expense/expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments.

Modification

Modification of loan term, interest rate, and/or repayment schedule of an interfund loan should be approved by the City Council.

ATTACHMENT 1

Recording of Transactions

Interfund loans are treated as balance sheet transactions. Being such, the transactions should be recorded in the general ledger as follows:

Account Codes

Due To (24####)/Due From (14####) – Used to record short-term cash borrowings, such as those reflected in the Comprehensive Annual Financial Report for funds with temporary negative balances

Advance To (17####)/Advance From (27####) – Used to record cash borrowings that exceed 1 year

Account Code Structure

Due From account begins with 14 and ends with the fund number of the borrowing fund.

For example, a loan from General Fund 101 to Capital Project Fund 403 would be 101-14403.

Due To accounts begin with 24 and ends with the fund number of the loaning fund.

For example, a loan from the General Fund 101 to Capital Project Fund 403 would be 403-24101.

This structure is identical to the structure for the Advance To/Advance From accounts.

Example 1 – Short-Term

Entry to record short-term loan- 1 year or less

To record disbursement in the loaning fund for the advance to the borrowing fund:

Due From Other Funds	\$50,000
Cash	\$50,000

To record receipt of the advance in the borrowing fund:

Cash	\$50,000
Due to Other Funds	\$50,000

Entry to record loan payment

To record repayment of the advance in the borrowing fund:

Due to Other Funds	\$50,000
Cash	\$50,000

**

To record receipt of repayment in the loaning fund:

Cash	\$50,000
Due From Other Funds	\$50,000

Exhibit "A"

**

To record repayment of loan with interest in the loaning fund:

Cash	\$50,500	
Due From Other Funds		\$50,000
Interest Income		\$ 500

**

To record repayment of loan with interest in the borrowing fund:

Due to Other Funds	\$50,000	
Expenditure – Interest Expense	\$ 500	
Cash		\$50,500

Example 2 – Exceeds 1 Year

Entries to record loan that exceeds 1 year

To record disbursement in the loaning Fund for the advance to the borrowing Fund:

Advances to Other Funds	\$50,000	
Cash		\$50,000

**

To record receipt of the advance in the borrowing fund:

Cash	\$50,000	
Advances from Other Funds		\$50,000

Entry to record loan payment

To record repayment of the advance in the borrowing fund:

Advances from Other Funds	\$50,000	
Cash		\$50,000

**

To record receipt of repayment in the loaning fund:

Cash	\$50,000	
Advances to Other Funds		\$50,000

**

To record repayment of loan with interest in loaning fund:

Cash	\$50,500	
Advances to Other Funds		\$50,000
Revenue - Interest Income		\$ 500

**

To record repayment of loan with interest in borrowing fund:

Advances From Other Funds	\$50,000	
Expenditure – Interest Expense	\$ 500	
Cash		\$50,500

RESOLUTION NO. R-20-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS DECLARING THE CITY'S INTENTION TO REIMBURSE THE COST OF CERTAIN EXPENDITURES FROM THE PROCEEDS OF CERTIFICATES OF OBLIGATION TO BE ISSUED FOR THE CONSTRUCTION OF PUBLIC WORKS AND A FIRE TRUCK AND ANY ITEMS RELATED THERETO.

* * * * *

WHEREAS, the City Council of the City of Missouri City, Texas (hereinafter, the "City") anticipates constructing public works and purchasing a fire truck and related items; and

WHEREAS, the City anticipates providing funds to finance the cost of constructing public works and the purchase of a fire truck and items related thereto by issuing, after the date hereof, certain certificates of obligation; and

WHEREAS, no funds of the City are, or are reasonably expected to be, allocated, reserved, or otherwise set aside in the City's budget on a long-term basis to pay the cost of the construction of public works or purchase of a fire truck and items related thereto; and

WHEREAS, the City anticipates that it will be obligated to pay certain costs constituting expenditures in the aggregate amount of not more than \$11,000,000.00 for costs related to the construction of public works and the purchase of a fire truck and items related thereto (hereinafter, the "Expenditures"); and

WHEREAS, pending the issuance of the certificates of obligation, the funds to be used initially to pay the Expenditures set forth in this Resolution are in the City's Capital Projects Fund No. 402, the general purpose of which is to pay certain capital expenditures of the City; and

WHEREAS, the City reasonably expects that it will be reimbursed for the Expenditures with proceeds from the issuance of the certificates of obligation; and

WHEREAS, after the issuance of the certificates of obligation, the City will: (i) evidence each allocation of proceeds of the certificates of obligation to the reimbursement of the Expenditures with an entry in its books and records maintained with respect to the certificates of obligation, and (ii) identify in such entry the actual prior Expenditure being reimbursed or the fund from which the Expenditure was made; now therefore,

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

Section 1. The City Council hereby adopts the findings set out in the preamble hereof.

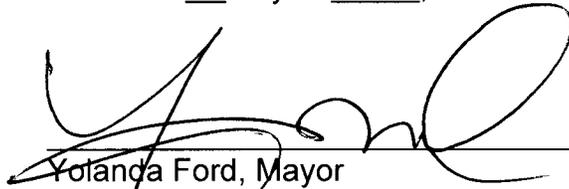
Section 2. The City hereby declares its intent to reimburse itself for all costs to be paid in connection with the construction of public works and the purchase of a fire truck and items related thereto from the proceeds of the certificates of obligation to be issued subsequent to the payment of all or a portion of such costs.

Section 3. In lieu of incurring debt at this time, the City expects to pay the costs associated with the construction of public works and purchase of a fire truck and items related thereto from the City's Capital Projects Fund No. 402.

Section 4. The City expects that debt service on the certificates of obligation to be issued to reimburse the City for the costs to be paid in connection with the construction of public works and the purchase of a fire truck and any items related thereto will be paid from the taxes levied, assessed and collected by the City to pay the certificates of obligation.

Section 5. The maximum principal amount of certificates of obligation to be issued to finance the cost of the construction of public works and the purchase of a fire truck and items related thereto will be no more than \$11,000,000.00.

PASSED, APPROVED and ADOPTED this 2nd day of March, 2020.



Yolanda Ford, Mayor

ATTEST:



Maria Jackson, City Secretary

APPROVED AS TO FORM:



E. Joyce Iyamu, City Attorney



**City of Missouri, City
Interfund Loans**

FY	B=D-A			
	A LOAN Mustang Bayou to Surface Water	B MB Escrow for Debt	C Total MB Payment	D LOAN Surface Water to Mustang Bayou
2020	\$ 292,600	\$ -	\$ 292,600	\$ 615,368
2021	291,600	324,862	616,462	616,462
2022	295,350	321,227	616,577	616,577
2023	293,600	321,831	615,431	615,431
2024	291,600	323,765	615,365	615,365
2025	294,350	322,391	616,741	616,741
2026	291,600	325,193	616,793	616,793
2027	293,600	321,608	615,208	615,208
2028	295,100	319,503	614,603	614,603
2029	296,100	319,047	615,147	615,147
2030	23,022		23,022	
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
Total	\$ 2,958,522	\$ 2,899,428	\$ 5,565,350	\$ 6,157,696



CITY COUNCIL AGENDA ITEM COVER MEMO

September 8, 2020

To: Mayor and City Council
Agenda Item: 11(c) Investment Advisory Services Proposal
Submitted by: Corrine Hudson, Treasury Manager

SYNOPSIS

Consideration of an agreement for investment advisory services with Valley View Consulting, LLC. The Public Funds Investment Act requires that contracts with investment managers be approved by City Council. Investment management contracts are not to exceed two years. As we are pleased with the services provided by Valley View, we are requesting to continue to use their services.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

Currently the City of Missouri City has an investment portfolio of approximately \$146 million. The portfolio contains investments in various agencies, bonds, CDs and Pooled Accounts. Because investing is not the primary function of Financial Services for a municipal government, this function is often not given the level of commitment and attention to effectively manage a portfolio of this magnitude. Managing public funds require a different approach and fiduciary responsibility to adequately manage the risk/return priorities. Valley View brings a level of expertise that will assist the city with the following, but not limited to:

- Portfolio strategy advice,
- Complete analysis of eligible investment options,
- Effective investment provider management,
- Bank depository selection,
- Investment Policy annual review,
- PFIA compliance review.
- Cash Flow development, and
- Customized communication, reporting and training.

FINANCIAL ANALYSIS/IMPACT

Valley View provides a fee structure for the services that is based on size of portfolio under management as opposed to transactional-based fees. This allows us to strategize to obtain the optimum yield on our investments without incurring significant additional costs. The fees would offset the investment income. Attached is a spreadsheet that projects the proposed fee on an annual basis.

SUPPORTING MATERIALS

1. Resolution
2. Agreement with Scope of Services and Fee Schedule

STAFF'S RECOMMENDATION

Staff recommends authorizing the City Manager to execute a contract with Valley View Consulting for Investment Advisory Services per the attached proposal.

Director Approval: Allena Portis, Director of Financial Services

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

RESOLUTION NO. R-20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND VALLEY VIEW CONSULTING, L.L.C. FOR INVESTMENT SERVICES.

* * * * *

WHEREAS, Section 252.022(4) of the Texas Local Government Code exempts a procurement for professional services from state competitive bidding requirements; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Missouri City to procure professional investment services for the investment of certain City funds, in accordance with the City's Investment Policy, adopted by Resolution No. R-20-16, adopted on June 15, 2020; now therefore,

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

Section 1. The City Manager is hereby authorized to execute for and on behalf of the City of Missouri City, Texas, the agreement between the City of Missouri City, Texas, and Valley View Consulting, L.L.C., for investment services. A copy of such agreement is attached hereto and made a part hereof for all purposes, as Exhibit "A."

Section 3. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

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

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this 8th day of September, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned ("Contractor"), Valley View Consulting, L.L.C., located at 2428 Carters Mill Road, Huddleston, VA 24104, and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

Section 1. Services: CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services"), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

Section 2. Term and Termination: This Agreement shall begin October 1, 2020, and shall terminate on September 30, 2022.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

Section 3. Compensation: The CONTRACTOR shall be paid for the services and reimbursable travel expenses, if approved, as set forth in **Exhibit B**. The CITY shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

The CONTRACTOR must submit invoices for all services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted to the City staff member as noted in **Section 23** or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable accountspayable@missouricitytx.gov with a copy to the appropriate CITY staff member.

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. When the CITY believes there is an error on the invoice received from CONTRACTOR, the CITY has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the CITY, the vendor must submit a new invoice and the CITY has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Section 4. Travel: CONTRACTOR shall not be reimbursed for travel conducted in the pursuit of this Agreement.

Section 5. Limit of Appropriation and Fiscal Funding. The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this Agreement extends beyond September 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, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

Section 6. Relationship of the Parties: CONTRACTOR is an independent CONTRACTOR and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY'S discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

Section 9. Confidentiality: During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

Section 10. Warranties and Representations: CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Section 11. Licenses/Certifications: CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Section 12. Performance/Qualifications and Assignment: CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Section 13. Conflict of Interest: CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

Section 14. Insurance: For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies),. CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

Section 15. Indemnification: Except as provided herein, CONTRACTOR shall indemnify and hold harmless City , and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, SUBCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide engineering or architectural services, as applicable, hereunder as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of engineering and architectural services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

Section 16. Force Majeure: Neither 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, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, 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 contract without penalty.

Section 17. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Section 18. Jurisdiction: CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 19. Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 20. 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 21. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 22. 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 23. Address and Notices and Communication: The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

Exhibit "A"



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

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

Richard G. Long, Jr. - Manager
Valley View Consulting, L.L.C.
2428 Carters Mill Road, Huddleston, VA 24104
rglong@valleyviewconsultingllc.com
Phone 540.297.3419

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

City of Missouri City
Attn: Allena Portis - Director of Financial Services
1522 Texas Parkway
Missouri City, Texas 77489
Allena.Portis@Missouricitytx.gov
Phone: 281.403.8614



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Section 24. Authority: CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Reviewed by: _____
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: _____ Date: _____

VALLEY VIEW CONSULTING, L.L.C.

CITY OF MISSOURI CITY

Signature

Odis Jones - City Manager

Title

Date

Date



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

EXHIBIT A SCOPE OF SERVICES

It is understood and agreed that CITY will have from time to time money available for investment (the *Investable Funds*) and Contractor has been requested to provide professional services to CITY with respect to the Investable Funds.

1. This Agreement shall apply to any and all Investable Funds of CITY from time to time during the period in which this Agreement shall be effective.
2. Contractor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by CITY.
3. Contractor agrees to perform the following duties, as requested:
 - a) Assist CITY in developing cash flow projections,
 - b) Suggest appropriate investment strategies to achieve CITY's objectives,
 - c) Advise CITY on market conditions, general information and economic data,
 - d) Analyze risk/return relationships between various investment alternatives,
 - e) Attend occasional meetings as requested by CITY,
 - f) Assist in the selection, purchase, and sale of investments. Contractor shall not have discretionary investment authority over the Investable Funds and CITY shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and CITY's Investment Policy. The eligible investments are listed in CITY's Investment Policy,
 - g) Advise on the investment of bond funds as to provide the best possible rate of return to CITY in a manner which is consistent with the proceedings of CITY authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h) Assist CITY in creating investment reports in compliance with State legislation and CITY's Investment Policy, and
 - i) Assist CITY with primary depository bank selection.
4. CITY agrees to:
 - a) Provide Contractor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify Contractor as to any changes in such estimated cash flow projections,
 - b) Allow Contractor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by CITY and that Contractor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
 - c) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by Contractor,



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

and

- d) Not require Contractor to place any order on behalf of CITY that is inconsistent with any recommendation given by Contractor or the policies and regulations pertaining to CITY.

5. Contractor reserves the right to offer and perform these and other services for various other clients. CITY agrees that Contractor may give advice and take action with respect to any of its other clients, which may differ from advice given to CITY. CITY agrees to coordinate with and avoid undue demands upon Contractor to prevent conflicts with the performance of Contractor towards its other clients.

6. Contractor shall not assign this Agreement without the express written consent of CITY.

7. CITY acknowledges that:

- 1) ___ CITY was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) ___ CITY received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X CITY is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

**EXHIBIT B
COMPENSATION**

In consideration for the services rendered by Contractor in connection with the investment of the Investable Funds designated by CITY, it is understood and agreed that the fee will be an annual fee equal to:

<u>Average Quarter End Book Value</u>	<u>Annual Fee</u>
First \$85 million	0.036% (3.6 basis points)
Next \$65 million	0.030% (3 basis points)
Investable Funds above \$150 million	0.020% (2 basis points)

In the event a flexible repurchase agreement or other similar investment option is utilized, Contractor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expense related to periodic meeting attendance. With pre-trip Investor approval, Contractor may also request reimbursement for special meeting or event travel and business expense. The obligation of Contractor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by Contractor shall be disclosed to CITY.



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

EXHIBIT C
AFFIDAVIT

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 _____, 2020, by _____.

Notary Public, State of Texas



**Council Agenda Item
September 8, 2020**

12. CITY COUNCIL ANNOUNCEMENTS

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

13. CLOSED EXECUTIVE SESSION

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

14. RECONVENE

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

15. ADJOURN
