

YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

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



REGINALD PEARSON
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, May 6, 2019**, 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.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Recognize the 2019 Professional Golfers' Association (PGA) Master Professional Richard Brown III.
- (b) Proclaim the week of May 5-11, 2019, as "Public Service Recognition Week" in the City of Missouri City, Texas.
- (c) Proclaim the week of May 5-11, 2019, as "Hurricane Preparedness Week" in the City of Missouri City, Texas.
- (d) Proclaim the week of May 12-18, 2019, as "National Police Week" in the City of Missouri City, Texas.

4. PUBLIC COMMENTS

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

5. STAFF REPORTS

- (a) City Manager announcements.
- (b) Update regarding the City's check drafting process for the payment of City funds.

6. CONSENT AGENDA

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

- (a) Consider approving the minutes of the special and regular City Council meetings of April 15, 2019.

- (b) Consider accepting the quarterly investment report for the period ending on March 31, 2019.

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Consider an ordinance amending Specific Use Permit No. 65, authorizing the use of a 5.80-acre tract of land in the City of Missouri City as Specific Use Permit No. 65-Sewer facility; adding a 8.51-acre tract of land; authorizing a total 14.31-acre tract of land as Specific Use Permit No. 65-Sewer facility; describing said 14.31-acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing a penalty; and containing other provisions relating to the subject; and consider the ordinance on the final reading. The subject site is located north of Thurgood Marshall High School/Buffalo Run Park, east of Echo Creek Drive, west of S. Cravens Road, and south of Highway 90A.

(b) Public Hearings and related actions

- (1) Public hearing for or against an amendment to the drought contingency plan ordinance and consider the ordinance on the first of two readings.

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

9. AUTHORIZATIONS

- (a) Consider authorizing a professional services contract for Fire Station No. 6 design phase services.
- (b) Consider awarding and authorizing the negotiation and execution of a municipal court collection services contract.
- (c) Consider authorizing the city manager to negotiate and execute an interlocal agreement with the City of Pearland for the purchase of the Pearland Package Plant for an amount not to exceed \$2,300,000.
- (d) Consider authorizing the City Manager to execute a contract for ditch cleaning and excavation services.

10. ORDINANCES

- (a) Consider an ordinance amending the general budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019; 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.

11. RESOLUTIONS

- (a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest an assignment, notice and consent by and between the City of Missouri City, Texas; Star Gessner Properties, LTD; and Waterworld USA, Inc. pertaining to the assignment of a tax abatement agreement from Star Gessner Properties, LTD to Waterworld USA, Inc.

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor’s Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

13. CLOSED EXECUTIVE SESSION

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

14. RECONVENE

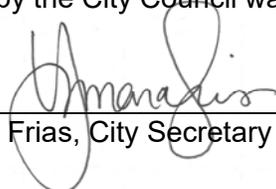
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN

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

CERTIFICATION

I certify that a copy of the May 6, 2019, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on May 3, 2019, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2019.

Signed: _____

Title: _____



**Council Agenda Item
May 6, 2019**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Recognize the 2019 PGA Master Professional Richard Brown III.
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Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, April 15, 2019**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:32 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Pearson, Boney, and Maroulis; City Manager Snipes, First Assistant City Attorney Way, City Secretary Jackson, Assistant City Manager Atkinson, Director of Financial Services Portis, Municipal Court Administrator Rychlik, City Attorney Iyamu, Assistant City Attorney Santangelo, Deputy Court Administrator West, Budget and Financial Reporting Manager Alexander, Judge Sinclair, Judge Rosenberg, Media Relation Specialist III Kalimkoottil, and Media Relation Specialist III Sanders. Councilmember Emery arrived at 5:34 p.m.

2. DISCUSSION/POSSIBLE ACTION

- (a) Discuss and consider the negotiation and execution of a municipal court collection services contract.

Councilmember Edwards tagged the agenda item.

- (b) Consider and discuss the duties of the presiding judge of the City's municipal court and municipal court operations.

Municipal Court Administrator Rychlik presented. Mayor Ford asked if there had been any dissention between the judges. Rychlik stated not any that she was aware of but it would be a question the judges should answer. Councilmember Edwards asked if Rychlik met with the other judges to see where they stood on these decisions. Rychlik stated she did not but knew there were questions on what the role entailed and discussions were held over the last couple of years over inconsistencies and what it would take to resolve such matters. Councilmember Maroulis asked how duties were measured. Rychlik noted there was no recording mechanism and the only way to gauge such information would be to get feedback from staff and the judges on the processes.

Mayor Ford noted, that because the Court Administrator and Judges were separate, she asked Judge Sinclair if there was a way to minimize the inconsistencies with the case flow. Judge Sinclair stated she has worked with the Court Administrator to have a standing order but they cannot dictate how a judge handles a case. Sinclair noted judges have different styles on how they run their court and believed there were administrative procedures that should be developed.

Mayor Ford asked if Council would like to move forward with an ordinance for the presiding judge. Councilmember Maroulis stated that without the judges getting involved in the operations, he was not sure how he could chime in. Councilmember Boney stated the only thing he had to gauge was a memo from

Judge Sinclair and requested the other judges come and discuss before Council. Boney was not sure if he could take action. First Assistant City Attorney Way clarified Council would decide to direct staff to put together information to create an ordinance and not adopt an ordinance at this particular time.

Judge Sinclair stated the judges were not aware that Council needed additional information. She noted she has had discussions with the other judges and they understand and support the duties of the position. She stated she was not requesting to be in the position of power; however, she has been operating in the "gray" and, in her opinion, there needed to be a point person to be the consensus maker with the judicial staff.

Councilmember Boney asked what changed for there not to be clarification on the role of presiding judge. Judge Sinclair stated that in 2010 there was a dispute between the City Manager and the then presiding judge, in which the City decided to take away the duties of the presiding judge. Sinclair stated it was a personnel issue rather than a position issue and if they can separate personnel and duty issues, she believes they would be duly served.

Councilmember Pearson stated he has a better understanding of what needs to be done. Councilmember Boney would like to make sure all the judges were treated fairly. City Attorney Iyamu clarified the two other municipal court judges were not invited to attend as it was recommended Council keep the legislative and judiciary aspects separate. Councilmember Maroulis asked if the ordinance passed, how the case flow would be measured. Way stated they would look at how other cities were measuring it.

Councilmember Pearson moved to authorize staff to prepare an ordinance to review and discuss the duties of the presiding judge of the City's municipal court. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

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

City Secretary Jackson presented an update on the board, committee, and commission members whose terms would expire on June 30, 2019, vacancies, and new candidates.

Mayor Ford recommended, for consistency purposes, that optional interviews be held for the new candidates and current members whose terms expired on June 30, 2019 for each board, committee and commission. Councilmember Emery stated that the City needed to emphasized to each new candidate and current board members who would not be available to attend the optional interviews, that it would not be held against them. Councilmember Pearson recommended that City Council move forward with interviewing new candidates only, not the current board, committee, or commission members. Councilmember Edwards disagreed and requested to interview all candidates as she had concerns some experienced members were not fully aware of their role or position. Mayor Ford requested that the City move forward with optional interviews for each new candidate and current board members as there were new City Councilmembers whom did not know them or their experience; however, not attending the interviews would not be counted against them.

City Secretary Jackson asked, for the current board members, if new candidate applications would be requested or if the City could determine if their original application were still on file. Councilmember Edwards stated the members experience may have changed and requested that they submit an updated application.

Councilmember Edwards moved to receive new applications and resumes for each applicant for City Council to interview. Councilmember Pearson. **MOTION PASSED UNANIMOUSLY.**

Councilmember Edwards asked if City Council could determine which interview questions to move forward with. Councilmember Pearson discussed attendance issues and how parameters would to be set. Mayor Ford noted there was a policy in place about absences.

Councilmember Edwards moved to adopt a set of questions for the interviews. Councilmember Maroulis suggested that City Council bring two questions to the interviews. Councilmember Edwards stated that could work, as she wanted to provide a sense of consistency. She agreed that City Council would bring two questions each to the interviews. Councilmember Emery stated that City Council needed to determine which questions to ask, so that repetitive questions would be avoided. Councilmember Maroulis stated that the questions asked during the last interviews worked out well.

Councilmember Edwards moved that City Council bring two questions each to the interviews. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:13 p.m.

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: (i) The City of Missouri City, Texas v. Third Coast Services, LLC (Fort Bend County Cause Number 18-DCV-252938 in the 458th Judicial District of Fort Bend County, Texas); (ii) City of Missouri City, Texas v. Marilyn Pearl Weaver and 2211 Glenn Lakes Lane, Missouri City, in rem (Fort Bend County Cause Number 16-DCV-229145 in the 434th District Court of Fort Bend County); (iii) Nicholas Harper v. City of Missouri City, Mike Berezin, Greg T. Nelson, John Doe 1 (United States Southern District of Texas Cause Number 4:18-CV-01562); (iv) Ivy Kenneth Joy L. Miraflor and Josefina P. Serrano v. the City of Missouri City, Texas, and Yolanda Ford, in her official capacity as Mayor of the City of Missouri City, Texas (Harris County Cause Number 201920262- 7 in the 151st District Court of Harris County).

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 secretary, the city attorney, and the city manager.

At 6:57 p.m., Councilmember Boney moved to recess the executive session until the after the regular City Council meeting. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

City Council reconvened the special City Council meeting at 7:47 p.m.

4. RECONVENE

At 10:22 p.m., Council reconvened into open session. No action was taken.

5. ADJOURN

The special City Council meeting adjourned at 10:23 p.m.

Maria Jackson, City Secretary

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CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, April 15, 2019**, at the City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

1. ROLL CALL

Mayor Ford called the meeting to order at 7:03 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Pearson, Boney, and Maroulis; City Manager Snipes, First Assistant City Attorney Way, and City Secretary Jackson. Councilmember Emery arrived at 7:04 p.m.

2. The **PLEDGE OF ALLEGIANCE** was led by Director of Financial Services Portis.

3. PRESENTATIONS AND RECOGNITIONS

The Edison Arts Foundation presented a check for \$2,000 to the Missouri City Parks Foundation, which was accepted by City Manager Snipes, Director of Parks and Recreation Mangum, and City Attorney Iyamu. Mayor Ford and Assistance Police Chief Bothell along with other members of the Police Department recognized Sergeant Daryl Smith on his retirement and over 27 years of service with the City of Missouri City. Mayor Ford proclaimed the month of April as "Bicycle Appreciation Month" in the City of Missouri City, Texas.

There were no **PUBLIC COMMENTS**.

5. STAFF REPORTS

City Manager Snipes recognized Staff for weather alerts and assistance within the last few weeks. Snipes asked that everyone mark their calendars for the following events: Senior foodies on April 25, the Paper Shredding event on April 27, the Drug take back on April 27, Tots crafts on May 1, MCTX Family Fest, which moved to Community Park on May 4, and the 3rd Annual Mother's Day Cake Decorating event on May 11. He noted that non-emergency offices would be closed on Friday, April 19 in observance of Good Friday.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of April 1, 2019.

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

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Consider an ordinance amending Specific Use Permit No. 65, authorizing the use of a 5.80-acre tract of land in the City of Missouri City as Specific Use Permit No. 65-Sewer facility; adding a 8.51-acre tract of land; authorizing a total 14.31-acre tract of land as Specific Use Permit No. 65-Sewer facility; describing said 14.31-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 on the first reading.

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

Planning Manager Gomez presented and noted the Planning and Zoning Commission recommended the district provide a minimum 100-foot building line on the Echo Creek side; the use of architecture standards applied to development of structures; and, to provide wood fence screening and a setback of 150-feet. The district agreed to provide a minimum 8-foot tall wood fence along Echo Creek Drive to include three masonry pilasters.

The Planning and Zoning Commission forward a positive recommendation with the following changes: the applicant agreed to provide some level of positive odor control to include the district's commitment to include a carbon scrubber and closing the headwork's and fiberglass reinforced plastic; fencing on Echo Creek Drive would be a wood fence with three pilasters; the 20-foot tree buffer that was already in place would remain; powder coated chain link fencing with slats and barbed-wire in one color of black or green was required on the Cangelosi ditch side; the SUP must be reconsidered prior to the beginning of Phase 3; and, a 150-foot minimum building setback.

Councilmember Maroulis asked if there was a plant of this size also next to a residential area. Utilities Manager McGraw stated there were 14 wastewater plants and all were next to residential areas. He noted there was only one with odor concerns. This new plant would be efficient if maintained and would not have odor issues. Councilmember Pearson asked about clarifiers. McGraw explained sludge would be sent to be clarified and then back to the plant. If there were odor problems, it would be addressed with the Texas Commission on Environmental Quality (TCEQ). Councilmember Boney asked about the location of the plant with odor concerns and the proximity to residential properties. McGraw stated it was on 6310 Oilfield Road and noted the plant was 150-feet from residential properties. McGraw noted new plants today were more efficient and were not expecting odor issues. Boney asked about the process in case of odor concerns. McGraw explained TCEQ and the City would inspect and assess the situation. If it were a persistent odor, then TCEQ would take action.

Councilmember Maroulis moved to close the public hearing at 7:39 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

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

There were no **Public Hearings and related actions.**

8. APPOINTMENTS

- (a) Consider appointing directors to the Board of Directors for the Sienna Plantation Management District.

City Attorney Iyamu presented the nominees for the Board of Directors for the Sienna Plantation Management District as follows: Deborah Marcell for Position 1, Linda C. Bell for Position 2, and Cody Radley for Position 3. Iyamu stated the four-year terms and would expire in 2023.

Councilmember Maroulis moved to appoint the Board of Directors for the Sienna Plantation Management District, as presented. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

9. AUTHORIZATIONS

- (a) Consider authorizing multiple contracts for the provision of chemicals for water and waste water plants.

Councilmember Emery moved to authorize multiple contracts for the provision of chemicals for water and waste water plants. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider awarding and authorizing the negotiation and execution of a municipal court collection services contract.

Councilmember Edwards tagged the agenda item.

- (c) Consider and discuss the purchase of the Mustang Bayou Package Plant.

Mayo Pro Tem Preston tagged the agenda item.

10. ORDINANCES

- (a) Consider an ordinance amending the general budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019; 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.

Mayo Pro Tem Preston tagged the agenda item.

11. RESOLUTIONS

- (a) Consider a resolution suspending the May 10, 2019 effective date of CenterPoint Energy Houston Electric, LLC's notice of filing to change rates within its service area to afford the City of Missouri City time to study the request and establish reasonable rates; authorizing cooperation with the Gulf Coast Coalition of Cities in negotiation and litigation efforts that relate to CenterPoint Energy Houston Electric, LLP's filing.

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

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Edwards welcomed the Minuteman Press Company to the City. Councilmember Boney stated he graduated from the Leadership Development program from the American Leadership Forum. Mayor Ford announced the African Mayors Association would hold its annual conference in Houston from April 24-26 and noted she would be hosting with Mayor Turner.

13. ADJOURN

The regular City Council meeting adjourned at 7:46 p.m.

Maria Jackson, City Secretary



CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 6(b) Review and acceptance of the quarterly investment report for the quarter ending on March 31, 2019
Submitted by: Wanja Thomas, Financial Analyst II

SYNOPSIS

The City's investment policy states that a quarterly investment report shall be submitted and reviewed by the Finance and Services Committee. The report is a summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. The quarterly reports are to be presented to Council for review and acceptance.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

This Quarterly Investment Report is for the quarter ending on March 31, 2019.

A few items to note about the March 2019 report is that the portfolio ended the quarter with a yield of 2.53% as compared to the prior quarter yield of 2.09%. The ending portfolio market balance is \$137.8 million as compared to the last quarter's balance of over \$119.4 million. This increase in balance is due to property tax receipts.

BUDGET/FISCAL ANALYSIS

Investment activities are expected to yield an amount of interest equal to our projected amount.

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

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

SUPPORTING MATERIALS

1. Quarterly Investment Report for quarter ended on March 31, 2019.

STAFF'S RECOMMENDATION

Accept the Quarterly Investment Reports for the quarter ended on March 31, 2019.

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

**Assistant City Manager/
City Manager Approval:** Anthony J. Snipes, City Manager



QUARTERLY INVESTMENT REPORT

For the Quarter Ended
March 31, 2019

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of Missouri City is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Allena Portis
Financial Services Director

Bill Atkinson
Assistant City Manager

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2018		March 31, 2019		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 24,949,808	\$ 24,949,808	\$ 8,193,701	\$ 8,193,701	0.00%
Pools/MMA/NOW/MMF	40,658,094	40,658,094	53,582,295	53,582,295	2.57%
Securities/CDS	53,765,626	53,772,565	75,944,072	76,005,104	2.77%
Totals	\$ 119,373,528	\$ 119,380,467	\$ 137,720,067	\$ 137,781,099	

Quarter End Average Yield (1)

Total Portfolio	2.53%
Rolling Three Month Treasury	2.44%
Rolling Six Month Treasury	2.51%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	2.31%
Rolling Three Month Treasury	2.41%
Rolling Six Month Treasury	2.45%
TexPool	2.35%

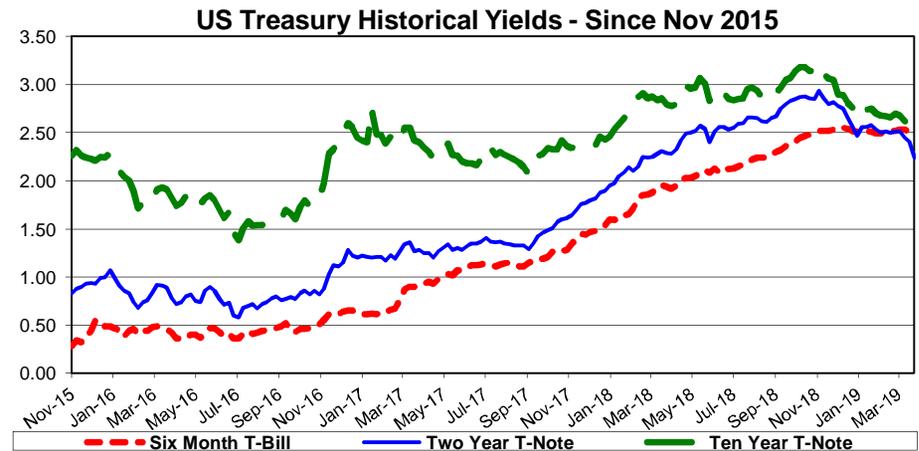
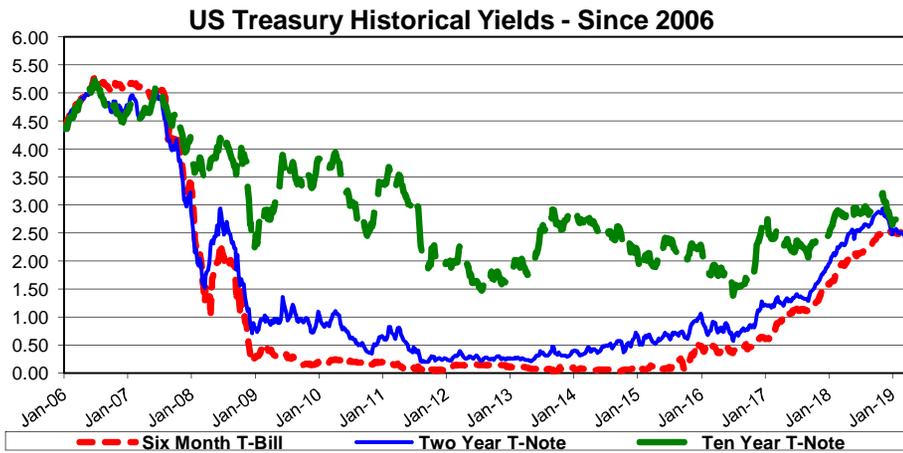
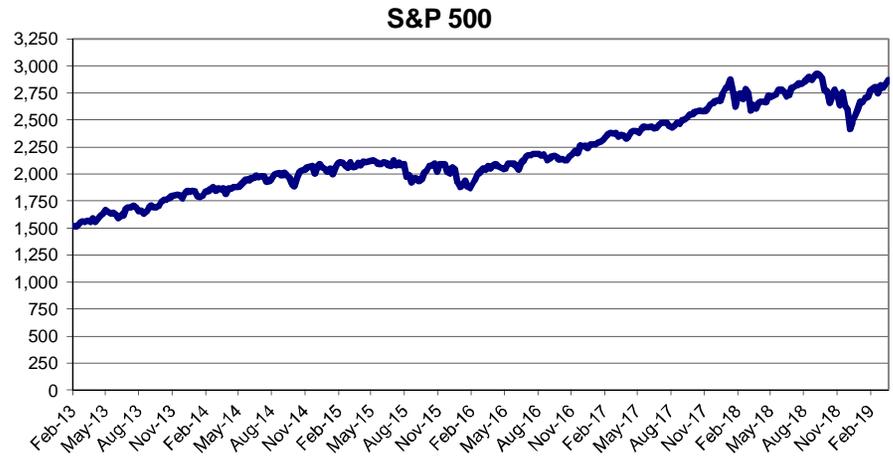
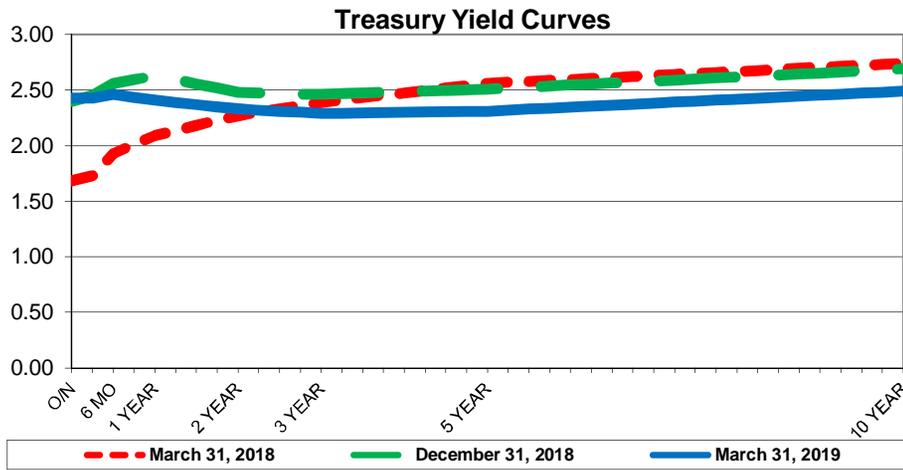
Interest Earnings

Quarterly Interest Income	\$ 852,172	Approximate	Quarterly Bank Fees Offset	N/A
Year-to-date Interest Income	\$ 1,374,948	Approximate	Year-to-date Bank Fees Offset	N/A

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range to 2.25% - 2.50% (Effective Fed Funds are trading +/-2.40%). The market projections now lean towards decreases late 2019 or early 2020. Gradual FRB portfolio reduction continues by limiting reinvestment of maturing holdings, but that strategy will end this summer. February Non Farm Payroll plunged to only 20,000 new jobs (although Dec and Jan were revised up slightly). Fourth quarter GDP registered 2.2% (final). Crude oil remained +/- \$55. The Stock Markets continued higher from December lows. Housing mostly mixed. The mid-maturity yield curve is lower and still sway-backed.



Investment Holdings by Portfolio

March 31, 2019

Pooled Funds Portfolio	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life	Yield
Wells Fargo Bank Cash		0.00%	04/01/19	03/31/19	\$ 8,193,701	\$ 8,193,701	1.00	\$ 8,193,701	1	0.00%
NexBank MMA		2.68%	04/01/19	03/31/19	5,133,357	5,133,357	1.00	5,133,357	1	2.68%
Wells Fargo Bank MMF	AAAm	2.32%	04/01/19	03/31/19	3,481	3,481	1.00	3,481	1	2.32%
Texas Class	AAAm	2.61%	04/01/19	03/31/19	13,168,750	13,168,750	1.00	13,168,750	1	2.61%
TexPool	AAAm	2.42%	04/01/19	03/31/19	12,866,887	12,866,887	1.00	12,866,887	1	2.42%
LOGIC	AAAm	2.60%	04/01/19	03/31/19	22,409,820	22,409,820	1.00	22,409,820	1	2.60%
WallisBank CD		2.53%	05/02/19	02/08/19	1,250,000	1,250,000	100.00	1,250,000	32	2.55%
LegacyTexas Bank CD		1.65%	06/03/19	08/14/17	6,158,450	6,158,450	100.00	6,158,450	64	1.66%
East West Bank CD		2.71%	06/03/19	11/21/18	2,625,411	2,625,411	100.00	2,625,411	64	2.74%
East West Bank CD		2.53%	07/01/19	05/21/18	5,110,368	5,110,368	100.00	5,110,368	92	2.53%
East West Bank CD		2.65%	08/02/19	02/08/19	2,037,678	2,037,678	100.00	2,037,678	124	2.68%
Green Bank CD		2.80%	09/03/19	11/23/18	1,762,351	1,762,351	100.00	1,762,351	156	2.83%
East West Bank CD		2.60%	09/03/19	05/21/18	5,112,132	5,112,132	100.00	5,112,132	156	2.60%
WV HSG Muni	Aaa/AAA	3.22%	11/01/19	08/17/15	1,000,000	1,008,264	100.36	1,003,610	215	1.75%
East West Bank CD		2.68%	11/04/19	02/11/19	2,458,830	2,458,830	100.00	2,458,830	218	2.71%
LegacyTexas Bank CD		2.75%	12/02/19	06/01/18	2,041,515	2,041,515	100.00	2,041,515	246	2.78%
East West Bank CD		2.86%	12/02/19	11/21/18	1,768,055	1,768,055	100.00	1,768,055	246	2.89%
East West Bank CD		2.71%	02/03/20	02/13/19	5,554,348	5,554,348	100.00	5,554,348	309	2.74%
LegacyTexas Bank CD		2.82%	02/03/20	06/01/18	3,063,873	3,063,873	100.00	3,063,873	309	2.85%
East West Bank CD		2.91%	03/02/20	11/21/18	1,768,372	1,768,372	100.00	1,768,372	337	2.94%
East West Bank CD		2.63%	04/02/20	03/19/19	5,004,686	5,004,686	100.00	5,004,686	368	2.66%
East West Bank CD		2.72%	05/04/20	02/08/19	823,184	823,184	100.00	823,184	400	2.75%
LegacyTexas Bank CD		2.95%	06/01/20	12/03/18	5,036,458	5,036,458	100.00	5,036,458	428	2.99%
East West Bank CD		2.96%	06/01/20	11/21/18	1,516,020	1,516,020	100.00	1,516,020	428	2.99%
LegacyTexas Bank CD		2.97%	07/01/20	12/03/18	5,035,888	5,035,888	100.00	5,035,888	458	3.01%
East West Bank CD		2.73%	08/03/20	02/08/19	361,403	361,403	100.00	361,403	491	2.76%
LegacyTexas Bank CD		2.65%	09/02/20	03/20/19	5,000,000	5,000,000	100.00	5,000,000	521	2.68%
Cleveland Tax Revenue Muni	A1/AA+	2.30%	10/01/20	04/09/15	1,610,000	1,610,000	98.65	1,588,297	550	2.30%
Port of Corpus Christi Muni	Aa3/A+	2.61%	12/01/20	05/27/15	635,000	637,881	99.64	632,714	611	2.32%
LegacyTexas Bank CD		2.66%	12/02/20	03/20/19	5,000,000	5,000,000	100.00	5,000,000	612	2.69%
Pooled Funds Portfolio - Sub Total					\$ 133,510,016	\$ 133,521,160		\$ 133,489,637	163	2.45%

Days

Mortgage Portfolio

FNMA MBS 4X6	Aaa/AA+	6.00%	12/01/20	09/20/10	11,318	11,451	100.60	11,387	611	5.10%
FHLMC MBS G92	Aaa/AA+	6.00%	06/01/22	10/18/10	885,783	912,338	103.29	914,969	1,158	4.77%
GNMA MBS MY1	Aaa/AA+	6.00%	07/15/22	04/16/09	321,638	327,028	102.33	329,148	1,202	5.29%

FNMA MBS MT7	Aaa/AA+	6.00%	06/01/36	06/13/11	425,161	452,386	110.30	468,960	6,272	5.33%
FNMA MBS SS5	Aaa/AA+	6.00%	12/01/36	06/13/11	910,141	985,906	110.27	1,003,645	6,455	5.15%
FNMA MBS GP3	Aaa/AA+	6.00%	03/01/37	06/13/11	1,096,741	1,188,432	110.26	1,209,285	6,545	5.14%
FHLMC MBS WA4	Aaa/AA+	6.00%	02/01/38	03/12/12	321,366	321,366	110.18	354,070	6,882	5.19%

Mortgage Portfolio - Sub Total

\$ 3,972,148	\$ 4,198,907	\$ 4,291,462	13	5.10%
			Years	

Total Portfolio

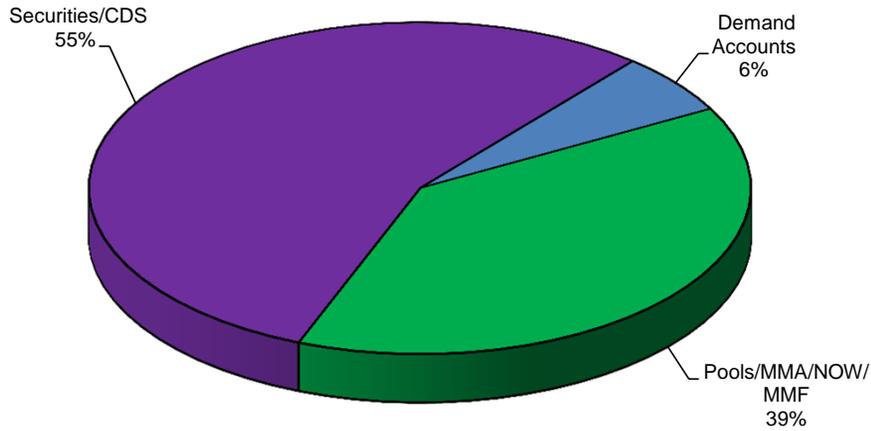
\$ 137,482,163	\$ 137,720,067	\$ 137,781,099	308	2.53%
			0.8	
			(Years)	

(1) (2)

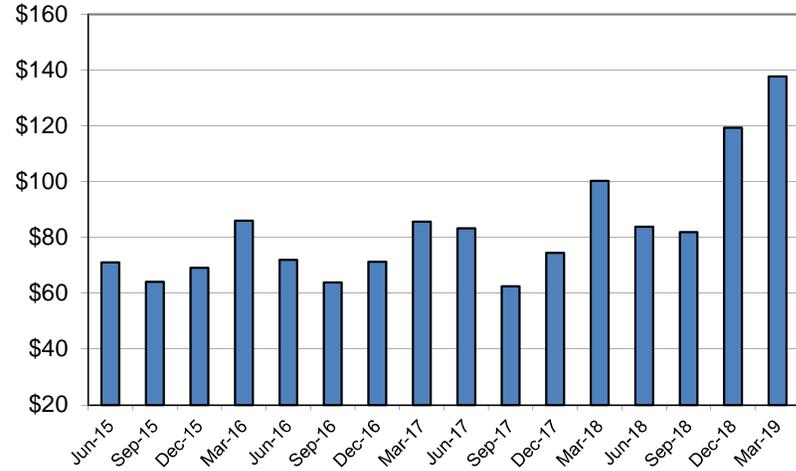
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity. MBS securities adjusted for minimum anticipated principal amortization.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

Portfolio Composition

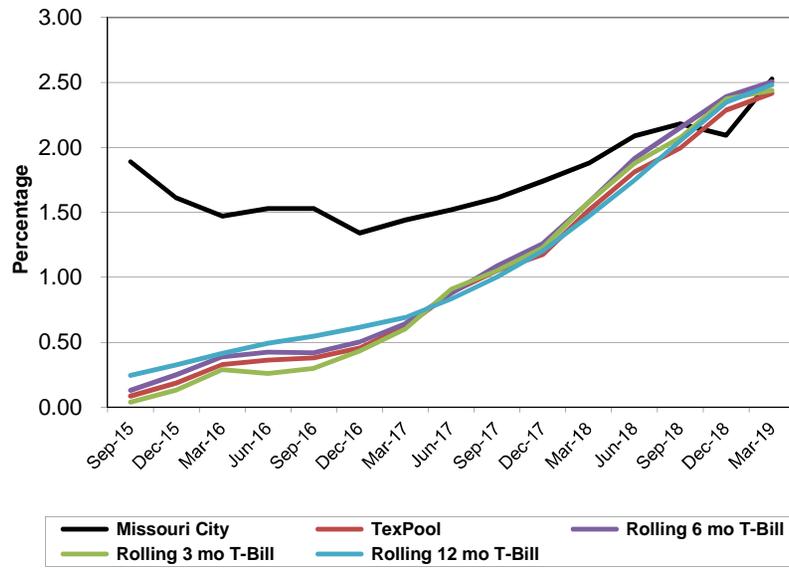


Total Portfolio (Millions)



■ Quarter End Book Value

Total Portfolio Performance



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2018			March 31, 2019		
			Face Amount/ Par Value	Book Value	Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	Face Amount/ Par Value	Book Value
Wells Fargo Bank Cash	0.00%	04/01/19	\$ 24,949,808	\$ 24,949,808	\$ -	\$ (16,756,107)	\$ 8,193,701	\$ 8,193,701
Wells Fargo Bank MMF	2.32%	04/01/19	3,031	3,031	450		3,481	3,481
NexBank MMA	2.68%	04/01/19	5,099,951	5,099,951	33,405		5,133,357	5,133,357
Texas Class	2.61%	04/01/19	13,083,869	13,083,869	84,882		13,168,750	13,168,750
TexPool	2.42%	04/01/19	204,562	204,562	12,662,325		12,866,887	12,866,887
LOGIC	2.60%	04/01/19	22,266,681	22,266,681	143,139		22,409,820	22,409,820
Peoria SD Muni	5.25%	01/01/19	500,000	500,000		(500,000)	-	-
TX ST Pub Fin Auth Muni	2.00%	02/01/19	480,000	480,177		(480,177)	-	-
Columbus Fin TX Muni	4.90%	02/15/19	1,360,000	1,364,789		(1,364,789)	-	-
East West Bank CD	2.60%	03/01/19	2,005,849	2,005,849		(2,005,849)	-	-
Texas State Muni	2.04%	03/15/19	900,000	900,601		(900,601)	-	-
WallisBank CD	2.53%	05/02/19	-	-	1,250,000		1,250,000	1,250,000
LegacyTexas Bank CD	1.65%	06/03/19	6,133,462	6,133,462	24,988		6,158,450	6,158,450
East West Bank CD	2.71%	06/03/19	2,607,926	2,607,926	17,484		2,625,411	2,625,411
East West Bank CD	2.53%	07/01/19	5,078,588	5,078,588	31,780		5,110,368	5,110,368
East West Bank CD	2.65%	08/02/19	-	-	2,037,678		2,037,678	2,037,678
Green Bank CD	2.80%	09/03/19	1,750,000	1,750,000	12,351		1,762,351	1,762,351
East West Bank CD	2.60%	09/03/19	5,079,840	5,079,840	32,292		5,112,132	5,112,132
WV HSG Muni	3.22%	11/01/19	1,000,000	1,011,806		(3,542)	1,000,000	1,008,264
East West Bank CD	2.68%	11/04/19	-	-	2,458,830		2,458,830	2,458,830
LegacyTexas Bank CD	2.75%	12/02/19	2,027,734	2,027,734	13,781		2,041,515	2,041,515
East West Bank CD	2.86%	12/02/19	1,755,631	1,755,631	12,424		1,768,055	1,768,055
East West Bank CD	2.71%	02/03/20	-	-	5,554,348		5,554,348	5,554,348
LegacyTexas Bank CD	2.82%	02/03/20	3,042,667	3,042,667	21,206		3,063,873	3,063,873
East West Bank CD	2.91%	03/02/20	1,755,729	1,755,729	12,643		1,768,372	1,768,372
East West Bank CD	2.63%	04/02/20	-	-	5,004,686		5,004,686	5,004,686
East West Bank CD	2.72%	05/04/20	-	-	823,184		823,184	823,184
LegacyTexas Bank CD	2.95%	06/01/20	5,000,000	5,000,000	36,458		5,036,458	5,036,458
East West Bank CD	2.96%	06/01/20	1,504,996	1,504,996	11,024		1,516,020	1,516,020
LegacyTexas Bank CD	2.97%	07/01/20	5,000,000	5,000,000	35,888		5,035,888	5,035,888
East West Bank CD	2.73%	08/03/20	-	-	361,403		361,403	361,403
LegacyTexas Bank CD	2.65%	09/02/20	-	-	5,000,000		5,000,000	5,000,000
Cleveland Tax Revenue Muni	2.30%	10/01/20	1,610,000	1,610,000			1,610,000	1,610,000
FNMA MBS 4X6	6.00%	12/01/20	17,242	17,474		(6,023)	11,318	11,451
Port of Corpus Christi Muni	2.61%	12/01/20	635,000	638,313		(432)	635,000	637,881
LegacyTexas Bank CD	2.66%	12/02/20	-	-	5,000,000		5,000,000	5,000,000
FHLMC MBS G92	6.00%	06/01/22	1,005,831	1,038,365		(126,027)	885,783	912,338
GNMA MBS MY1	6.00%	07/15/22	373,026	379,752		(52,724)	321,638	327,028
FNMA MBS MT7	6.00%	06/01/36	442,377	471,118		(18,731)	425,161	452,386
FNMA MBS SS5	6.00%	12/01/36	952,019	1,032,392		(46,486)	910,141	985,906
FNMA MBS GP3	6.00%	03/01/37	1,142,200	1,239,024		(50,592)	1,096,741	1,188,432
FHLMC MBS WA4	6.00%	02/01/38	339,394	339,394		(18,027)	321,366	321,366
TOTAL			\$ 119,107,413	\$ 119,373,528	\$ 40,676,647	\$ (22,330,109)	\$ 137,482,163	\$ 137,720,067

Market Value Comparison

Description	Maturity Date	December 31, 2018			Qtr to Qtr Change	March 31, 2019		
		Face Amount/ Par Value	Market Price	Market Value		Face Amount/ Par Value	Market Price	Market Value
Wells Fargo Bank Cash	04/01/19	\$ 24,949,808	1.00	\$ 24,949,808	\$ (16,756,107)	\$ 8,193,701	1.00	\$ 8,193,701
Wells Fargo Bank MMF	04/01/19	3,031	1.00	3,031	450	3,481	1.00	3,481
NexBank MMA	04/01/19	5,099,951	1.00	5,099,951	33,405	5,133,357	1.00	5,133,357
Texas Class	04/01/19	13,083,869	1.00	13,083,869	84,882	13,168,750	1.00	13,168,750
TexPool	04/01/19	204,562	1.00	204,562	12,662,325	12,866,887	1.00	12,866,887
LOGIC	04/01/19	22,266,681	1.00	22,266,681	143,139	22,409,820	1.00	22,409,820
Peoria SD Muni	01/01/19	500,000	100.00	500,000	(500,000)	-	-	-
TX ST Pub Fin Auth Muni	02/01/19	480,000	99.95	479,760	(479,760)	-	-	-
Columbus Fin TX Muni	02/15/19	1,360,000	100.20	1,362,774	(1,362,774)	-	-	-
East West Bank CD	03/01/19	2,005,849	100.00	2,005,849	(2,005,849)	-	-	-
Texas State Muni	03/15/19	900,000	99.84	898,538	(898,538)	-	-	-
WallisBank CD	05/02/19	-	-	-	1,250,000	1,250,000	100.00	1,250,000
LegacyTexas Bank CD	06/03/19	6,133,462	100.00	6,133,462	24,988	6,158,450	100.00	6,158,450
East West Bank CD	06/03/19	2,607,926	100.00	2,607,926	17,484	2,625,411	100.00	2,625,411
East West Bank CD	07/01/19	5,078,588	100.00	5,078,588	31,780	5,110,368	100.00	5,110,368
East West Bank CD	08/02/19	-	-	-	2,037,678	2,037,678	100.00	2,037,678
Green Bank CD	09/03/19	1,750,000	100.00	1,750,000	12,351	1,762,351	100.00	1,762,351
East West Bank CD	09/03/19	5,079,840	100.00	5,079,840	32,292	5,112,132	100.00	5,112,132
WV HSG Muni	11/01/19	1,000,000	99.70	997,020	6,590	1,000,000	100.36	1,003,610
East West Bank CD	11/04/19	-	-	-	2,458,830	2,458,830	100.00	2,458,830
LegacyTexas Bank CD	12/02/19	2,027,734	100.00	2,027,734	13,781	2,041,515	100.00	2,041,515
East West Bank CD	12/02/19	1,755,631	100.00	1,755,631	12,424	1,768,055	100.00	1,768,055
East West Bank CD	02/03/20	-	-	-	5,554,348	5,554,348	100.00	5,554,348
LegacyTexas Bank CD	02/03/20	3,042,667	100.00	3,042,667	21,206	3,063,873	100.00	3,063,873
East West Bank CD	03/02/20	1,755,729	100.00	1,755,729	12,643	1,768,372	100.00	1,768,372
East West Bank CD	04/02/20	-	-	-	5,004,686	5,004,686	100.00	5,004,686
East West Bank CD	05/04/20	-	-	-	823,184	823,184	100.00	823,184
LegacyTexas Bank CD	06/01/20	5,000,000	100.00	5,000,000	36,458	5,036,458	100.00	5,036,458
East West Bank CD	06/01/20	1,504,996	100.00	1,504,996	11,024	1,516,020	100.00	1,516,020
LegacyTexas Bank CD	07/01/20	5,000,000	100.00	5,000,000	35,888	5,035,888	100.00	5,035,888
East West Bank CD	08/03/20	-	-	-	361,403	361,403	100.00	361,403
LegacyTexas Bank CD	09/02/20	-	-	-	5,000,000	5,000,000	100.00	5,000,000
Cleveland Tax Revenue Muni	10/01/20	1,610,000	98.13	1,579,877	8,420	1,610,000	98.65	1,588,297
FNMA MBS 4X6	12/01/20	17,242	100.81	17,382	(5,995)	11,318	100.60	11,387
Port of Corpus Christi Muni	12/01/20	635,000	99.80	633,730	(1,016)	635,000	99.64	632,714
LegacyTexas Bank CD	12/02/20	-	-	-	5,000,000	5,000,000	100.00	5,000,000
FHLMC MBS G92	06/01/22	1,005,831	103.37	1,039,712	(124,743)	885,783	103.29	914,969
GNMA MBS MY1	07/15/22	373,026	102.84	383,617	(54,469)	321,638	102.33	329,148
FNMA MBS MT7	06/01/36	442,377	109.10	482,629	(13,669)	425,161	110.30	468,960
FNMA MBS SS5	12/01/36	952,019	109.08	1,038,446	(34,801)	910,141	110.27	1,003,645
FNMA MBS GP3	03/01/37	1,142,200	109.09	1,245,987	(36,702)	1,096,741	110.26	1,209,285
FHLMC MBS WA4	02/01/38	339,394	109.22	370,670	(16,600)	321,366	110.18	354,070
TOTAL		\$ 119,107,413		\$ 119,380,467	\$ 18,400,633	\$ 137,482,163		\$ 137,781,099



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 6, 2019

To: Mayor and City Council
Agenda Item: 7(a)(1) - Fort Bend County WC&ID No. 2 Wastewater Treatment Plant No. 2 - SUP, Specific Use Permit Amendment
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the final reading of an ordinance to amend the Specific Use Permit No. 65 adopted by Ordinance No. O -86-36 for a waste water treatment plant use, to increase the acres of land contained within the SUP, to provide new conditions to the use subject to the SUP, and to the extent such use deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located north of Thurgood Marshall High School/Buffalo Run Park, east of Echo Creek Drive, west of S. Cravens Road, and south of Highway 90A.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

To facilitate the provision of utility services within the area, Fort Bend County Water Control & Improvement District No. 2 seeks to expand the boundaries of a site, that presently contains a sewage lift station, for the development of a waste water treatment plant to service the growing areas. The district purchased an approximate 5.80 acre tract of land in the mid-1980s and was subsequently approved for SUP No. 65 to allow for the development of a sewage treatment plant. A lift station was constructed on the site however the overall treatment plant was not.

In 2015, the district purchased additional acreage adjoining the original tract to accommodate the same development using newer technologies.

Staff recommended approval and the Planning and Zoning Commission forwards a positive recommendation with conditions. The Commission discussed, in depth, the placement of buildings and structures and mitigation of odor emanating from the use as well as appropriate setbacks, buffer yards and screening.

The Council approved the ordinance on the first reading with no changes. The applicant has submitted a phasing plan that has been included as an exhibit to the ordinance.

BUDGET ANALYSIS

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

Purchasing Review: N/A

Financial/Budget Review: N/A

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

SUPPORTING MATERIALS

1. Ordinance
2. Proposed amendment to the ordinance
3. Planning and Zoning Commission meeting minutes (*March 13, 2019 - updated*)
4. Application
5. Letter of owner authorization
6. Ortho map
7. Notice of public hearing
8. Headworks odor mitigation plan

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the final reading.

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

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

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING SPECIFIC USE PERMIT NO. 65, AUTHORIZING THE USE OF A 5.80-ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS SPECIFIC USE PERMIT NO. 65-SEWER FACILITY; ADDING AN 8.51-ACRE TRACT OF LAND; AUTHORIZING A TOTAL 14.31-ACRE TRACT OF LAND AS SPECIFIC USE PERMIT NO. 65-SEWER FACILITY; DESCRIBING SAID 14.31-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 County Water Control and Improvement District No. 2 is the owner of 14.31 acres of land within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 14.31-acre tract of land presently has a zoning classification of R-6 Condominium Residential District, pursuant to Ordinance No. O-83-15, adopted on April 4, 1983; and

WHEREAS, a 5.80-acre portion of said 14.31-acre tract of land was granted Specific Use Permit No. 65-Sewage treatment plant use pursuant to Ordinance No. O-86-36, adopted July 21, 1986; and

WHEREAS, the owner's agent, Jones Carter, has made an application to the City of Missouri City to amend and replace Specific Use Permit No. 65 by adding a 8.51-acre tract of land and making additional amendments; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such requested amendments to Specific Use Permit No. 65; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such requested amendments to Specific Use Permit No. 65; and

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

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

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

Section 2. As required by law, City Council conducted the public hearing on the request to amend Specific Use Permit No. 65 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. 65-Sewer facility use.

Section 5. Presently, the Property has a zoning classification of R-6 Condominium Residential District. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code, the City of Missouri City Zoning Ordinance, and the attached site plan, Exhibit "B," and shall be developed subject to the following limitations, restrictions, and conditions:

I. Use Permitted. Only the following use shall be permitted:

A. Sewer facility use.

II. Standards and Regulations.

A. Height and area regulations.

1. Structures on the Property must be located no closer than 150 feet from the western property line, adjacent to Echo Creek Drive.

B. Architectural design regulations. Except as provided herein, Section 7A, Architectural Design Standards shall not apply.

1. Excluding windows and doors, all exterior walls of structures and buildings shall consist of 100 percent masonry materials.
2. Materials and colors for building and structure exteriors are limited to the following:
 - a. for architectural masonry units and brick -- beige, brown, burgundy, gray, orange, red rose sage,
 - b. for stone – beige, brown, cream, tan, and
 - c. for accent exteriors – beige black, bronze, buff, cream, forest green, gray, olive, rose, rust, sage, sand, sepia,

tan terracotta, white, a business identity color, in accordance with Section 7A.2.G of the Missouri City Zoning Ordinance.

3. Except for painted cinder block used on the rear of buildings and not visible from public right-of-ways and easements, the following building materials shall not be visible on the exterior of a building or structure:
 - a. Any back-lit or internally-lit panel, canopy, or awning,
 - b. Bright or glossy colors on major building elements and electric, fluorescent, neon, or metallic color schemes on any part of a building,
 - c. Concrete cinder block,
 - d. Corrugated material for walls or roofs,
 - e. Neon lights,
 - f. Multilayered awnings on single story of building, and
 - g. Temporary buildings, or other than construction trailers.
4. Limitations, restrictions or conditions on materials and colors for fencing shall comply with Section 5.II.C. of this Ordinance.

C. Landscaping regulations.

1. A minimum 20-foot wide landscape buffer yard consisting of trees shall be maintained between the western property line fence, adjacent to Echo Creek Drive, and any structure on the Property.
2. A minimum of an eight-foot-high solid wood screening fence, with a minimum of three masonry pilasters, shall be maintained along the western property line of the Property, adjacent to Echo Creek Drive. Fence rails and posts shall only be visible from inside of the property.
3. A barbed wire chain link fence with black or green coating shall be maintained along the southern property line of the Property, adjacent to Cangelosi Ditch. Green or black slats, which match the color of the coating on the fence, shall be used to create a screen.

D. Signs regulations. The sign regulations for nonresidential zoning districts contained in Appendix A, Section 13 of the Missouri City Code of Ordinances shall apply.

E. Development Schedule.

- i. The use and development of the Property shall be consistent with the attached development schedule, Exhibit "C."
- ii. To the extent that the third phase of development differs from

Exhibit "B," a site plan illustrating the development of the third phase must be approved by the City of Missouri City Planning and Zoning Commission and City Council before any building permit, certificate of occupancy or certificate of zoning can be issued for the third phase.

F. Performance Standards. Prior to the issuance of a building permit, an odor reduction plan must be submitted to the building official.

Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on said 14.31-acre tract of land, as granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change in the specific use of the 14.31-acre tract of land described in Section 3 hereof authorizing the specific use-sewer facilities, and the imposition of the limitations, restrictions, and conditions contained herein.

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

Section 9. *Repeal and replace.* Ordinance No. O-86-36, adopted by the City Council of the City of Missouri City on July 21, 1986, is hereby repealed and replaced with this ordinance. 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 15th day of April, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 6th day of May, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

Jamilah Way, First Assistant City Attorney
for E. Joyce Iyamu, City Attorney

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a certain 14.31 acre tract of land situated in the B.B.B. & C. Railroad Company Survey Section 8, Abstract No. 116 in Fort Bend County, Texas, being out of a called 14.5041 acre tract of land conveyed to Fort Bend County Water Control and Improvement District No. 2 recorded in Clerk's File No. 2015069032 of the Fort Bend County Official Public Records of Real Property and being a portion of Wastewater Treatment Plant No. 2, plat of which is recorded in Slide No. 873A of the Fort Bend County Plat Records; said 14.31 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at the southerly corner of said 14.5041 acre tract, being in the northeasterly line of Echo Creek Drive (60' right-of-way) recorded in Volume 434, Page 177 of the Fort Bend County Deed Records;

THENCE, North 47°29'50" West, along the southwesterly line of said 14.5041 acre tract, common with the northeasterly line of said Echo Creek Drive, 658.00 feet to the westerly corner of said 14.5041 acre tract, being in the southeasterly line of a 300' wide Houston Lighting and Power Company Easement recorded in Volume 345, Page 80 of the Fort Bend County Deed Records;

THENCE, North 60°37'50" East, along the northwesterly line of said 14.5041 acre tract, common with the southeasterly line of said 300' easement, passing a found 1-inch iron pipe for the westerly corner of the aforementioned Wastewater Treatment Plant No. 2 at 737.75 feet, now along the northwesterly line of said Wastewater Treatment Plant No. 2 and said 14.5041 acre tract, in all a total distance of 1692.72 feet to a point at the beginning of a non-tangent curve to the right for the westerly corner of a 0.1876 acre right-of-way dedication as shown on said Wastewater Treatment Plant No. 2, from which a found 1-inch iron pipe bears North 60°37'50" East, 56.31 feet for the northerly corner of said Wastewater Treatment Plant No. 2;

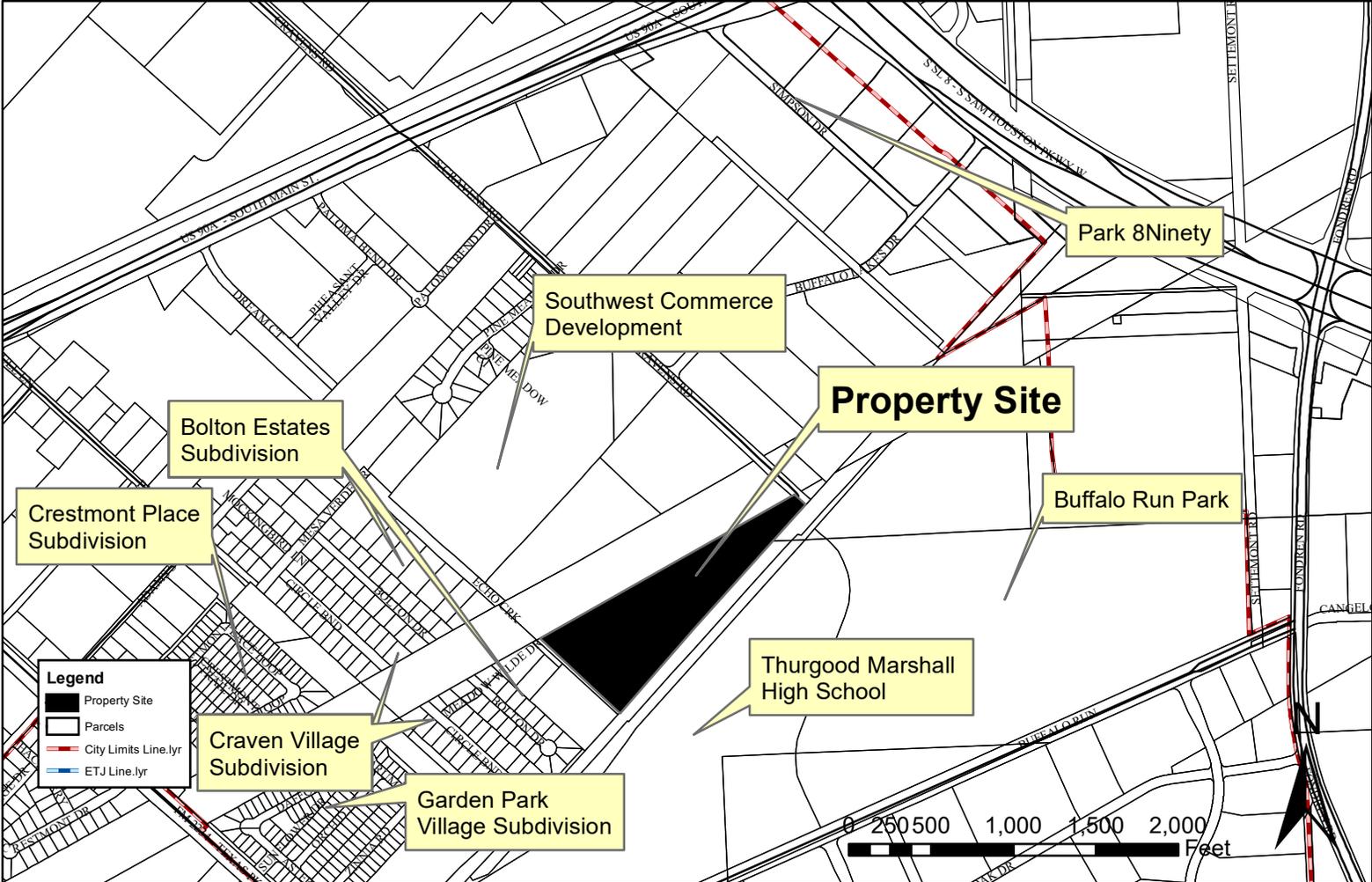
THENCE, along the westerly line of said 0.1876 acre right-of-way dedication and the arc of said non-tangent curve to the right having a radius of 1160.00 feet, a central angle of 06°17'17", an arc length of 127.31 feet, and a long chord bearing South 28°35'51" East, 127.24 feet to a point for corner in the southeasterly line of said Wastewater Treatment Plant No. 2 and said 14.5041 acre tract;

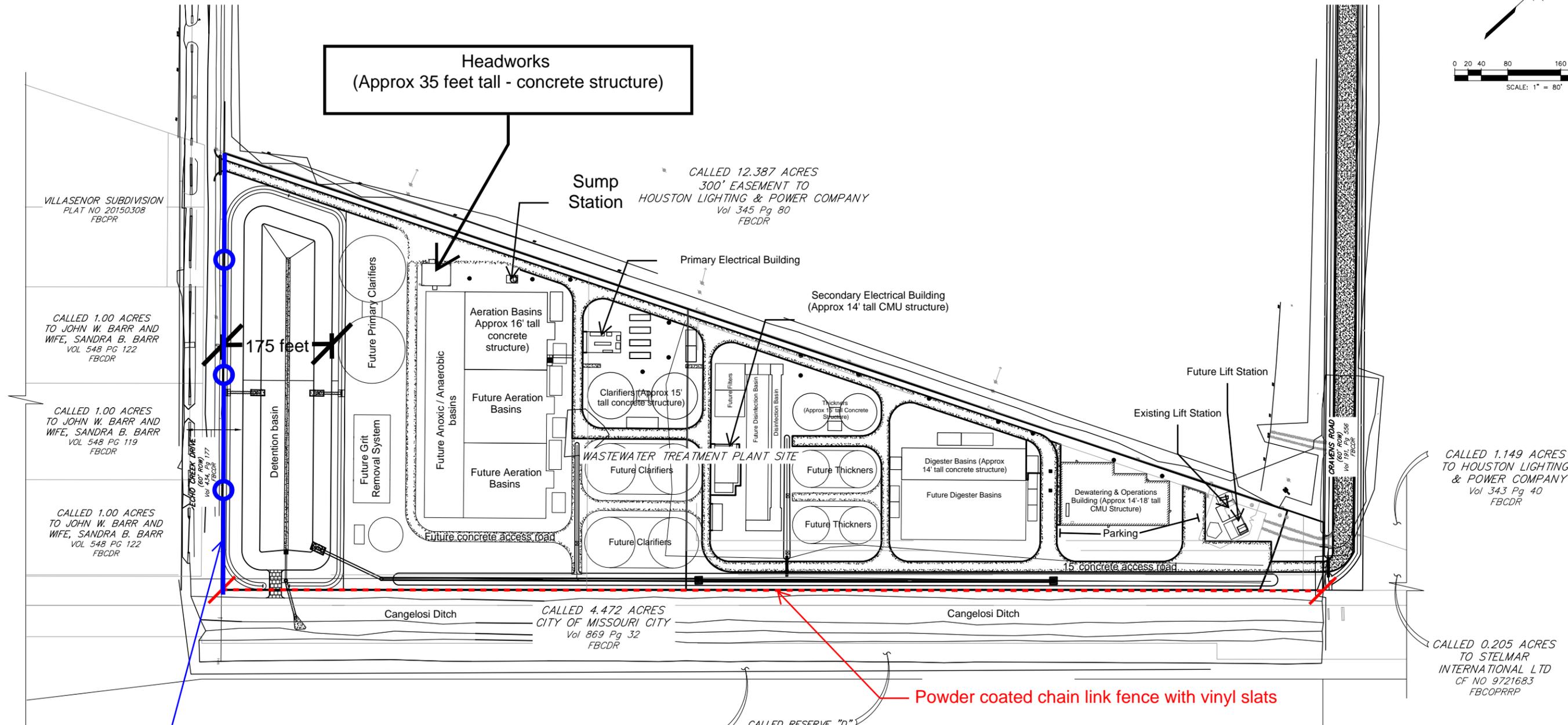
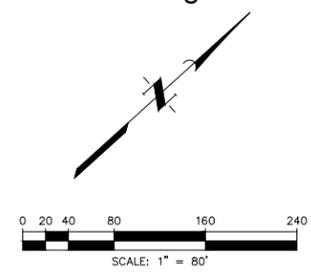
THENCE, South 42°06'10" West, along said southeasterly lines, 1567.52 feet to the **POINT OF BEGINNING, CONTAINING** 14.31 acres of land in Fort Bend County, Texas.

Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

 02/22/19
Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



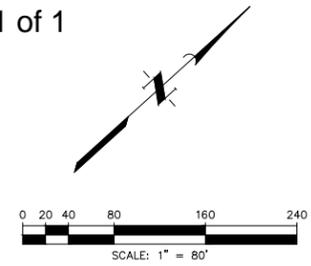




Wood fencing, a minimum of 8 feet in height with the finished side of the fence facing out from the property, meeting all other requirements for community fencing as provided by subsection 14.3 of the city's zoning ordinance and consisting of three masonry pilasters.

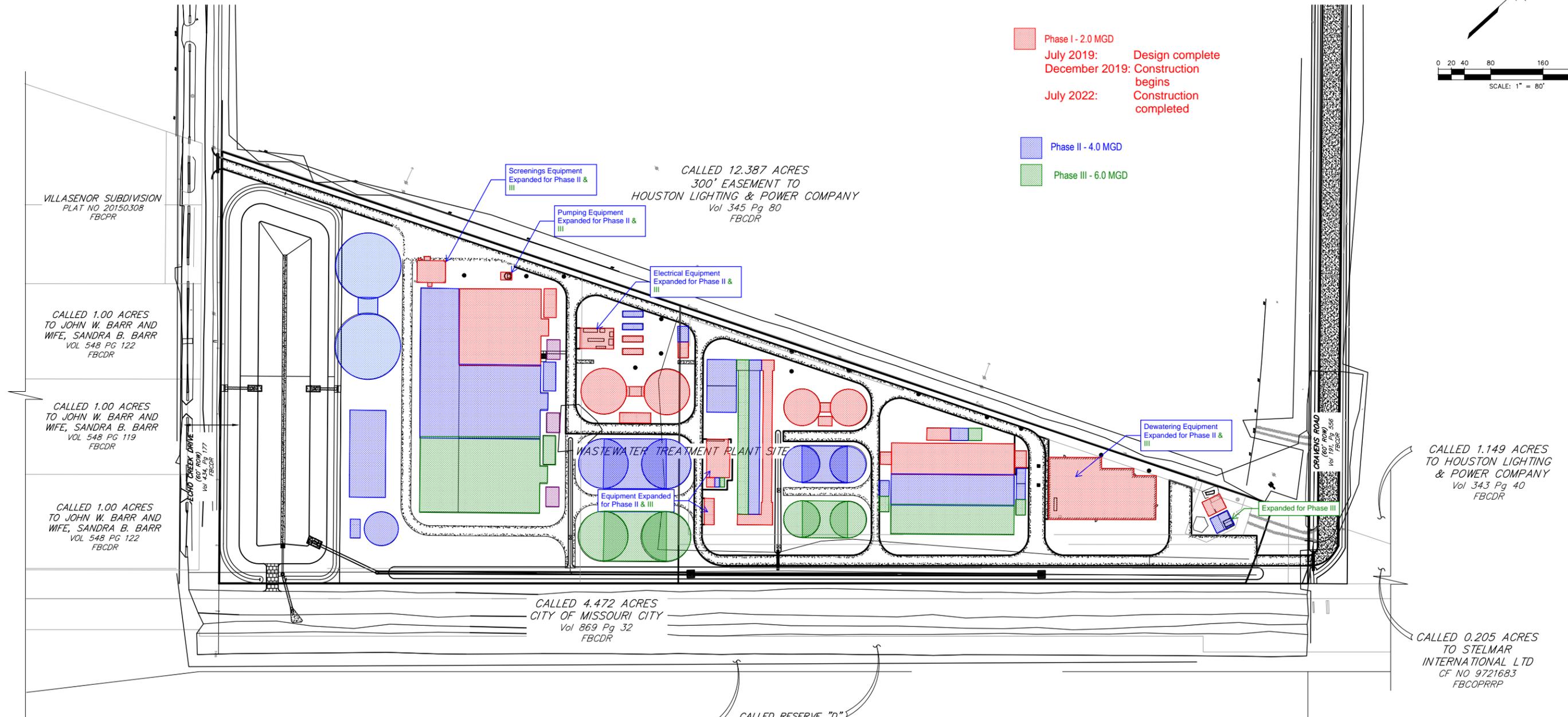
WWTP No. 2 - 2.0 MGD
FORT BEND COUNTY, TEXAS
JANUARY 2019

J/C JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



Phase I - 2.0 MGD
 July 2019: Design complete
 December 2019: Construction begins
 July 2022: Construction completed

Phase II - 4.0 MGD
 Phase III - 6.0 MGD



VILASENOR SUBDIVISION
PLAT NO. 20150308
FBCPR

CALLED 1.00 ACRES
TO JOHN W. BARR AND
WIFE, SANDRA B. BARR
VOL. 548 PG. 122
FBCDR

CALLED 1.00 ACRES
TO JOHN W. BARR AND
WIFE, SANDRA B. BARR
VOL. 548 PG. 119
FBCDR

CALLED 1.00 ACRES
TO JOHN W. BARR AND
WIFE, SANDRA B. BARR
VOL. 548 PG. 122
FBCDR

ECHO CREEK DRIVE
VOL. 548 PG. 177
FBCDR

CALLED 12.387 ACRES
300' EASEMENT TO
HOUSTON LIGHTING & POWER COMPANY
Vol. 345 Pg. 80
FBCDR

Screenings Equipment
Expanded for Phase II &
III

Pumping Equipment
Expanded for Phase II &
III

Electrical Equipment
Expanded for Phase II &
III

Equipment Expanded
for Phase II & III

Dewatering Equipment
Expanded for Phase II &
III

Expanded for Phase III

CALLED 1.149 ACRES
TO HOUSTON LIGHTING
& POWER COMPANY
Vol. 343 Pg. 40
FBCDR

CALLED 4.472 ACRES
CITY OF MISSOURI CITY
Vol. 869 Pg. 32
FBCDR

CALLED 0.205 ACRES
TO STELMAR
INTERNATIONAL LTD
CF NO. 9721683
FBCOPRRP

CALLED RESERVE "D"
TO THE CITY OF
MISSOURI CITY
PLAT No. 2000074679
FBCPR

CALLED RESERVE "D"
OUT OF PLAT OF
FORT BEND ISH
HIGH SCHOOL NO. P
PLAT No. 2000074679
FBCPR

CALLED RESERVE "A"
OUT OF PLAT OF
FORT BEND ISH
HIGH SCHOOL NO. P
PLAT No. 2000074679
FBCPR

CALLED RESERVE "A"
TO THE CITY OF
MISSOURI CITY
PLAT No. 2000074679
FBCPR

WWTP No. 2 - 2.0 MGD
FORT BEND COUNTY, TEXAS

J/C JONES | CARTER
 Texas Board of Professional Engineers Registration No. F-439
 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

ORDINANCE NO. 0-86-36

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT AUTHORIZING THE USE OF A 5.80 ACRE TRACT OF LAND AS A SPECIFIC USE-SEWAGE TREATMENT PLANT; PROVIDING LIMITATIONS, RESTRICTIONS, AND CONDITIONS ON SUCH SPECIFIC USE; AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 0-81-1 ADOPTED ON JANUARY 19, 1981; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Fort Bend County Water Control and Improvement District No. 2 is the owner of a 5.80 acre tract of land situated within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 5.80 acre tract of land presently has a zoning classification of R-6 Condominium Residential under Ordinance No. 0-81-1, the City of Missouri City Zoning Ordinance; and

WHEREAS, Fort Bend County Water Control and Improvement District No. 2 has made application to the City of Missouri City for a specific use permit authorizing the use of said tract of land as a Specific Use-Sewage Treatment Plant, as authorized by the City's Zoning Ordinance; and

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

WHEREAS, the Planning and Zoning Commission recommended and the City Council now deems it appropriate to grant such requested specific use permit, subject to certain limitations, restrictions, and conditions; 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 public hearing before City Council on such request for a specific use permit is declared closed at final adoption of this Ordinance.

Section 3. Said 5.80 acre tract of land located in the City of Missouri City, Fort Bend County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof, is hereby granted a specific use permit authorizing the use of said tract of land as a Specific Use-Sewage Treatment Plant, as authorized by the City of Missouri City Zoning Ordinance and subject to the limitations, restrictions and conditions contained in Section 5 herein.

Section 4. The Specific Use of such tract of land authorized and permitted by this Ordinance is Sewage Treatment Plant.

Section 5. The Specific Use authorized and permitted by this Ordinance shall be, and is, subject to the following limitations, restrictions, and conditions:

A. Ingress and Egress. Sufficient access is available from Cravens Road to serve the proposed plant.

B. Off-street Parking. Sufficient off-street parking is planned to serve the proposed plant.

C. Refuse. Not applicable.

D. Utilities. Not applicable.

E. Screening and Buffering. Each phase of the project shall be screened by an opaque structure of fence. Sufficient buffering is provided by Cangelosi Ditch and the H.L.&P. fee strip.

F. Signage. The only signage permitted shall be that signage permitted by Section 13.16 of the City of Missouri City Zoning Ordinance.

G. Landscaping and Required Yards. Not applicable.

Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on said 5.80 acre tract of land as provided in Sections 3 and 4 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and brief description of the nature of the 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, save and except the specific use permit granted to said 5.80 acre tract of land described in Section 3 hereof authorizing the Specific Use-Sewage Treatment Plant and the imposition of the findings, limitations, restrictions, and conditions contained herein.

PASSED AND APPROVED on first reading this 7th day of July, 1986.

PASSED, APPROVED, AND ADOPTED on second and final reading this the 21st day of July, 1986.

Mayor



ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING SPECIFIC USE PERMIT NO. 65, AUTHORIZING THE USE OF A 5.80-ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS SPECIFIC USE PERMIT NO. 65-SEWER FACILITY; ADDING AN 8.51-ACRE TRACT OF LAND; AUTHORIZING A TOTAL 14.31-ACRE TRACT OF LAND AS SPECIFIC USE PERMIT NO. 65-SEWER FACILITY; DESCRIBING SAID 14.31-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 County Water Control and Improvement District No. 2 is the owner of 14.31 acres of land within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 14.31-acre tract of land presently has a zoning classification of R-6 Condominium Residential District, pursuant to Ordinance No. O-83-15, adopted on April 4, 1983; and

WHEREAS, a 5.80-acre portion of said 14.31-acre tract of land was granted Specific Use Permit No. 65-Sewage treatment plant use pursuant to Ordinance No. O-86-36, adopted July 21, 1986; and

WHEREAS, the owner's agent, Jones Carter, has made an application to the City of Missouri City to amend and replace Specific Use Permit No. 65 by adding a 8.51-acre tract of land and making additional amendments; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such requested amendments to Specific Use Permit No. 65; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such requested amendments to Specific Use Permit No. 65; and

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

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

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

Section 2. As required by law, City Council conducted the public hearing on the request to amend Specific Use Permit No. 65 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. 65-Sewer facility use.

Section 5. Presently, the Property has a zoning classification of R-6 Condominium Residential District. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code, the City of Missouri City Zoning Ordinance, and the attached site plan, Exhibit "B," and shall be developed subject to the following limitations, restrictions, and conditions:

I. **Use Permitted.** Only the following use shall be permitted:

A. Sewer facility use.

II. **Standards and Regulations.**

A. **Height and area regulations.**

1. Structures on the Property must be located no closer than 150 feet from the western property line, adjacent to Echo Creek Drive.

B. **Architectural design regulations.** Except as provided herein, Section 7A, Architectural Design Standards shall not apply.

1. Excluding windows and doors, all exterior walls of structures and buildings shall consist of 100 percent masonry materials.

2. Materials and colors for building and structure exteriors are limited to the following:

a. for architectural masonry units and brick -- beige, brown, burgundy, gray, orange, red rose sage,

b. for stone – beige, brown, cream, tan, and

c. for accent exteriors – beige black, bronze, buff, cream, forest green, gray, olive, rose, rust, sage, sand, sepia,

tan terracotta, white, a business identity color, in accordance with Section 7A.2.G of the Missouri City Zoning Ordinance.

3. Except for painted cinder block used on the rear of buildings and not visible from public right-of-ways and easements, the following building materials shall not be visible on the exterior of a building or structure:
 - a. Any back-lit or internally-lit panel, canopy, or awning,
 - b. Bright or glossy colors on major building elements and electric, fluorescent, neon, or metallic color schemes on any part of a building,
 - c. Concrete cinder block,
 - d. Corrugated material for walls or roofs,
 - e. Neon lights,
 - f. Multilayered awnings on single story of building, and
 - g. Temporary buildings, or other than construction trailers.
4. Limitations, restrictions or conditions on materials and colors for fencing shall comply with Section 5.II.C. of this Ordinance.

C. Landscaping regulations.

1. A minimum 20-foot wide landscape buffer yard consisting of trees shall be maintained between the western property line fence, adjacent to Echo Creek Drive, and any structure on the Property.
2. A minimum of an eight-foot-high solid wood screening fence, with a minimum of three masonry pilasters, shall be maintained along the western property line of the Property, adjacent to Echo Creek Drive. Fence rails and posts shall only be visible from inside of the property.
3. A barbed wire chain link fence with black or green coating shall be maintained along the southern property line of the Property, adjacent to Cangelosi Ditch. Green or black slats, which match the color of the coating on the fence, shall be used to create a screen.

D. Signs regulations. The sign regulations for nonresidential zoning districts contained in Appendix A, Section 13 of the Missouri City Code of Ordinances shall apply.

E. Development Schedule.

- i. The use and development of the Property shall be consistent with the attached development schedule, Exhibit "C."
- ii. To the extent that the third phase of development differs from

Exhibit "B," a site plan illustrating the development of the third phase must be approved by the City of Missouri City Planning and Zoning Commission and City Council before any building permit, certificate of occupancy or certificate of zoning can be issued for the third phase.

F. Performance Standards. Prior to the issuance of a building permit, an odor ~~control reduction~~ plan must be submitted to the building official: ~~which includes the Property owner's "Headworks Odor Mitigation Plan," dated April 11, 2019.~~

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Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on said 14.31-acre tract of land, as granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change in the specific use of the 14.31-acre tract of land described in Section 3 hereof authorizing the specific use-sewer facilities, and the imposition of the limitations, restrictions, and conditions contained herein.

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

Section 9. *Repeal and replace.* Ordinance No. O-86-36, adopted by the City Council of the City of Missouri City on July 21, 1986, is hereby repealed and replaced with this ordinance. 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 15th day of April, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 6th day of May, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

Jamilah Way, First Assistant City Attorney
for E. Joyce Iyamu, City Attorney



**MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
March 13, 2019**

1. CALL TO ORDER

The Notice of the Meeting and Agenda having been duly posted in accordance with the legal requirements and a quorum being present, the meeting was called to order by Chairman Brown-Marshall, at 7:15 PM.

2. ROLL CALL

Commissioners Present:

Sonya Brown-Marshall
Hugh Brightwell
James G. Norcom III
Gloria Lucas
Ramesh Anand
Douglas Parker

Commissioners Absent: Courtney Johnson Rose, John O'Malley, Tim Haney

Councilmembers Present: None.

Staff Present:

Otis T. Spriggs, Director of Development Services
Jennifer Gomez, Planning Manager
Cliff Brouhard, Assistant Public Works Director
Jamilah Way, First Assistant City Attorney
Thomas White, Planner II
Egima Edwards, Planning Technician
Bill Atkins, Assistant City Manager

Others Present:

Marie Escue / LJA Engineers, Jake Burgus / TBG Partners

7. ZONING MAP AMENDMENTS

**A. PUBLIC HEARING FOR FORT BEND COUNTY WC&ID #2 WASTEWATER
TREATMENT PLANT NO. 2**

- (1) To receive comments for or against a request to amend Specific Use Permit No. 65 ("SUP"), adopted by Ordinance No. O-86-36 for a waste water treatment plant use, to increase the acres of land contained within the SUP, to provide new conditions to the use subject to the SUP, and to amend the Future Land Use and Character map of the Comprehensive Plan.

Jennifer Thomas Gomez presented this item. Ms. Gomez informed that the item is a request by WC&ID No. 2 to expand the existing SUP, Specific Use Permit. The aerial map presented showed the boundaries that were existing, and approved in the mid-1980s for the location of a sewage treatment plant. The balance of that would be to the west of the site. The original site is directly off of South Cravens Road. The expanded area extends the site to Echo Creek Drive. Thurgood Marshall High School and Buffalo Run Park are to the south of the site. Park 8Ninety industrial park is being completed to the east of the property. Another office/warehouse project is currently under construction to the north. Two new homes have been constructed off of Echo Creek Drive and there are existing single family residential lots along Echo Creek Drive. The HL&P Centerpoint utility easement is to the north of the site.

Ms. Gomez presented the site plan and informed that the applicant was present to explain the layout. The overall recommendation was to approve the expansion due to the requirements of newer technology. A part of the expansion is to provide for all of the structures and facilities that are needed based on the newer technology. Staff's recommendation overall is to approve the expansion. There are conditions however for the Commission to consider.

For height and area, the underlining zoning is R-6, condominium residential district would generally support the treatment plant design. The tallest shown is the headwaters building with a height at 35 feet. Ms. Gomez informed that it still would be consistent with the surrounding single family residential, the schools and structures in Buffalo Run Park. Staff was not recommending a modification to the height allowance of the R-6 district.

Setbacks however, should be considered to protect those residents that live on Echo Creek Drive. The reduction and/or elimination of odors is considered by the staff recommendation. Staff recommends the provision of a buffer along Echo Creek Drive. The width of the buffer should be the width of the detention area. However, the applicant has since informed that the detention is considered to be a temporary part of the development and would be removed upon improvements being made to the Cangelosi ditch. Instead the applicant indicated that a 20 foot tree buffer, currently not shown on the site plan would be provided.

Ms. Gomez informed that the Commission could amend their staff recommendation to include the 20 foot strip as a buffer yard or as a setback. If recommended as a buffer yard, that would be greenspace and landscaping only; no construction other than a sidewalk or fence structure could be incorporated. If recommended as a building line or building setback, that would mean no vertical construction could go within that area but would not be restricted to just landscaping.

On the architectural design standards the application did not include exterior building elevations. However, a general description of materials was provided. Buildings and structures are proposed to consist of concrete masonry unit (CMU) structures and concrete structures. This is consistent with materials described as masonry. The recommendation was to apply those standards. Additional brick or stone was not required. All masonry materials are recommended to be permitted. However, materials such as metal structures or corrugated metal, etc. that are visible to the general public should be prohibited.

Chair Brown-Marshall asked about the trash screening.

Ms. Gomez informed that for trash disposal, the facility would be completely enclosed. A trash container would be onsite. However, with the screening and positioning of the buildings, residential standards would be applied. This would require the trash disposal area to be screened from view. If a wood fence is constructed then the trash enclosure would be screened by such fence and possibly the buildings and structures. If not a wood fence, staff recommends some opaque type of fencing to screen it from public view.

Ms. Gomez informed that for landscaping, the 20 foot tree buffer previously described could be included. The district has agreed to provide a minimum 8 foot tall wood fence along Echo Creek Drive to include three masonry pilasters. The columns would be placed at one in the middle and two on either end of the property.

Chair Brown-Marshall asked if there was any consideration taken for a masonry fence.

Ms. Gomez informed that staff and the applicants had not discussed the option. Staff usually proposes masonry when there is a nonresidential site adjacent to a residential use. In this case, they are separated by a street. However, the Commission had previously approved a masonry wall to be located on the Echo Creek Drive side of the office/warehouse development under construction to the north of the site. The minimum staff recommendation is a wood fence.

Chair Brown-Marshall asked about the entrance to the facility.

Ms. Gomez informed that access is currently off of South Cravens Road.

Ms. Gomez informed that part of the landscaping recommendation is to place a fence along the Cangelosi ditch side to protect the view from areas to the south for people that are utilizing either the high school fields or the park.

Chair Brown-Marshall asked about the type of opaque fencing that was being suggested.

Ms. Gomez informed that the staff recommendation is for wood fencing that included masonry columns in intervals not to exceed 300 feet and to follow the community fencing standards. The district, however, has not factored in this cost.

For the parking regulations, the applicant has provided a response indicating that the parking will be by employees only and not open to the general public. No more than two to three employees are expected to be onsite at a time. There would be no routine night or holiday work.

Ms. Gomez informed that under the sign regulations, the district had not provided any needs for signage. For the facility, if the nonresidential standards were applied, based on the speed of the roadway, any required signs or desired signs would be appropriate to the character of that area.

Ms. Gomez informed that the report provided to the Commission does discuss odor mitigation; however, there was not a recommendation as the Texas Commission on Environmental Quality (TCEQ) is the agency that regulates wastewater treatment plants in the state. TCEQ has regulations on how to mitigate odor of these sites and it is a part of the application for construction. Ms. Gomez informed that the applicant would describe how they will accomplish odor control requirements for the current site. City staff is not recommending any additional regulations above the TCEQ requirements.

The anticipated schedule includes completion of the design by July, groundbreaking for construction in December 2019, and the completion of Phase I by July 2022.

William Sheastizado, Jones | Carter project manager, informed that the main access to the site would be from Cravens Road, however there would be access off of Echo Creek Drive as well. The width of the "temporary" detention area is approximately 175 feet. Mr. Sheastizado summarized TCEQ's (Chapter 217) requirements that all facilities and tanks cannot be within 150 feet of a residential or public area.

Mr. Sheastizado informed that the future process basin is designed to be 175 feet from the property line, which is over the 150 foot TCEQ requirement. This distance includes the use of right of ways.

Mr. Sheastizado informed that there would be additional process basins, a metal canopy, and a dumpster, which will be hauled offsite. The design of the facility is to move as much of the odor filled areas of the plant towards Cravens Road to avoid the residential lots.

Commissioner Parker informed that the odor and the proximity to the residential areas were his biggest concerns.

Mr. Sheastizado informed that it was 1,600 foot from the closest residential lot.

Mr. Otis Spriggs asked if the area would be enclosed.

Mr. Sheastizado informed that the building itself would be enclosed and the basins are open.

Commissioner Brightwell asked if everything was open.

Mr. Sheastizado informed that everything was open, except for the building.

Commissioner Brightwell asked if the digesters were covered.

Mr. Sheastizado informed that the digesters would be open.

Commissioner Brightwell asked about the gas recovery, odor control and the plan for an odor control system.

Mr. Sheastizado informed that there was not an odor control system.

Commissioner Brightwell asked about masking, charcoal, bio-filters, and if the prevailing winds are southeast straight over into the residential area.

Mr. Sheastizado informed that was correct and they were trying to limit what was placed on that side of the site.

Commissioner Brightwell informed that the smelliest portion was actually closest to residential with the prevailing wind and asked if there was a plan for canisters for the headworks.

Mr. Sheastizado informed that the questions could be taken to the district.

Commissioner Parker informed that the residents would be affected by the smell.

Mr. Sheastizado informed that the distance was 360 feet away.

Commissioner Brightwell asked about the detention pond would temporary or not.

Mr. Sheastizado informed that there had been previous discussions with city staff and that the indication was that if the expansion of Cangelosi ditch occurs after the wastewater treatment plant is completed, the detention pond may not be needed.

Commissioner Brightwell asked if it was a water detention.

Mr. Sheastizado replied, "Yes".

Mr. Sheastizado informed that their intent was to be on-line prior to the Cangelosi ditch being improved. Therefore, it was needed and required.

Commissioner Brightwell asked if the development was setup for three phases.

Mr. Sheastizado informed that currently they were setup for three phases. Phase three was pending an alternate development.

Commissioner Brightwell asked about the year of 2022 being the completion timeframe.

Mr. Sheastizado replied, yes.

Commissioner Brightwell asked if there were any planning of when the ultimate phase would be built-out.

Mr. Sheastizado informed that there was not a timeline for the completion of the build-out. The timeline could be requested from the district.

Commissioner Brightwell asked about the flow.

Mr. Sheastizado informed that there was an existing lift station off of Cravens Road that pumps to Wastewater Treatment Plant No. 1, located in the City of Stafford. There is a force main that runs along a 300 foot corridor.

Commissioner Brightwell informed that odor would be an issue and would need to be discussed further.

Mr. Sheastizado informed that there were plans for an additional lift station.

Commissioner Brightwell asked about the two larger tanks near the detention pond.

Mr. Sheastizado informed that they would be primary clarifiers if regulations ever determined that they would be needed.

Commissioner Brightwell informed that there were not that many primary clarifiers in the area.

Mr. Sheastizado informed that the district had two.

Commissioner Brightwell informed that they smell.

Mr. Sheastizado informed that the clarifiers were not in the current phase and he was not sure if they would be needed.

Commissioner Brightwell informed that there would be a problem with primary clarifier odors. Placing covers on the clarifiers was not cheap, due to being 100 feet. Commissioner Brightwell recommended that the applicant would need to look at additional odor control on the headworks, which could be worked out with staff. TCEQ does address odor control and the methods that they would allow; however, TCEQ does not guide the applicants on what is considered adequate.

Mr. Sheastizado informed that the entire property was going to be enclosed.

Commissioner Brightwell informed that typically such facilities are fenced using chain-link.

Chair Brown-Marshall asked about the side of the property that faces Thurgood Marshall High School and Buffalo Run Park.

Commissioner Brightwell informed that the distance is far away. Buffalo Run Park barely hits the corner of the site range.

Commissioner Norcom III asked if there were any current plans on the fencing.

Mr. Sheastizado informed that the current proposal was a chain-link type of fence with three strands of barbed-wire per TCEQ criteria. It would have to be an 8 foot tall fence with one strand of barbed-wire.

Commissioner Norcom III informed that it would take a lot of trees and shrubs to hide the inner fence.

Commissioner Brightwell informed that eventually it would be alright by the time the final phase is started, which could be within 15 years.

Mr. Spriggs informed that Echo Creek Drive already had an undisturbed buffering.

Commissioner Norcom III asked who maintained the height of the vegetation.

Commissioner Brightwell informed that a SUP, Specific Use Permit is more prescriptive as oppose to guidelines.

Mr. Sheastizado informed that currently the property they were trying to develop has a wooded area of 20 to 30 feet.

Commissioner Brightwell asked if Echo Creek Drive had overhead power lines.

Mr. Sheastizado informed that the minor areas ran about 1 feet on the other side of their property.

Chair Brown-Marshall asked Mr. Sheastizado if there were any staff comments that he did not agree with.

Ms. Gomez informed that in the response received, the buffer yard was one of the areas of contention, along with the fencing along the Cangelosi ditch. The district was fine with the wood fence at a minimum of 8 foot tall on the Echo Creek Drive side, with the masonry columns. The district was comfortable with everything else.

Mr. Spriggs asked Mr. Sheastizado if they had any issues with the construction traffic being held to Cravens Road.

Mr. Sheastizado replied "no". They will have a crushed concrete road where Cravens Road ends.

Chair Brown-Marshall informed that when it is in clear view, no matter where one is standing along the ditch area, when you look straight across, you would still see a treatment facility and barbed-wire.

Commissioner Anand asked if the neighbors would have to be notified.

Chair Brown-Marshall informed that it was a public hearing.

Commissioner Anand asked if letters were sent out.

Mr. Spriggs responded that notices had been sent out to property owners within 250 feet.

Chair Brown-Marshall asked Mr. Sheastizado if he was ok with Commissioner Brightwell's comments about odor control.

Mr. Sheastizado responded that he was. The applicant and the district would look at the headworks. However, as far as the primary clarifiers, they do not know if that would happen.

Commissioner Brightwell informed that since this is a SUP it would need to be addressed.

Ms. Gomez informed that if the Commission recommended a odor control plan to be submitted and adjusted with the phases, it would be submitted to the utilities manager for review and approval.

Mr. Sheastizado asked if it was acceptable for the buffer requirements at 20 feet or is the recommendation at 170 feet.

Chair Brown-Marshall informed that it was going to be discussed.

Motion: To close the public hearing

Made By: Commissioner Anand
Second: Commissioner Norcom

AYES: Commissioner Brown-Marshall, Commissioner Lucas,
Commissioner Brightwell, Commissioner Anand,
Commissioner Norcom, Commissioner Parker

NAYES: None

ABSTENTIONS: None

The motion passed.

Chair Brown-Marshall informed that staff recommended that the Commission should consider whether a 10 or 20 foot landscape buffer to include the ornamental accent trees and shrubs. The applicant has stated that it would encroach onto the possible future tanks if the additional buffering was added.

Commissioner Brightwell informed that the applicant also stated that they did not know if the tanks would be provided. A side of the clarifiers would be lost if the detention pond had to stay.

Mr. Spriggs informed that if the pond went away, there would need to be an understanding of what would happen to that area.

Commissioner Brightwell informed that currently the detention pond was needed due to the site not being able to handle the drainage. In the SUP, the buffer could

be set, pending the final disposition of the detention pond in a future date and with a trigger.

Mr. Spriggs informed that a distance could be set to not go beyond.

Ms. Gomez asked if the Commission was recommending a minimum of 20 feet as purposed with the tree line and not to exceed what.

Commissioner Brightwell asked Mr. Sheastizado what the plan was for disinfection.

Mr. Sheastizado informed that the plan was chlorine gas.

Commissioner Brightwell asked Mr. Sheastizado if they were going to need a mitigation plan.

Chair Brown-Marshall asked Mr. Sheastizado if there were any TCEQ rules about the treatment plant being next to a school. The concern is how far the chlorine gas travels.

Mr. Sheastizado informed of the required risk management plan.

Commissioner Brightwell asked Mr. Sheastizado if they were running 500 or 1 ton cylinders.

Mr. Sheastizado informed that they were running two- 1 ton cylinders.

Commissioner Brightwell asked if they would be placed closer to the school side.

Mr. Sheastizado replied that it would but that CMU with chain-link would be provided.

Chair Brown-Marshall informed that Commissioner Anand's concern was the safety of the children, and asked Mr. Sheastizado how they would explain this to the neighbors in layman terms.

Commissioner Norcom III asked Mr. Sheastizado for an example of the explanation without getting detailed, overall of how the plan would go into effect, and if there were a chlorine leak, what would happen.

Mr. Sheastizado informed that in the chlorine containment building, there would be chlorine sensors and vacuum regulators would shut the cylinder off if a leak is detected. These are standard TCEQ requirements. In addition, there would be one more level of redundancy of an automatic shut-off valve. In case the regulator fails, the valve would be motorized and will close immediately to try to seal off any sort of leak that may occur. There would be a vacuum style system. The chlorine would be pulled and not pushed.

Chair Brown-Marshall asked Mr. Sheastizado if they have completed the same type of proposed development somewhere else.

Mr. Sheastizado indicated that they had; a treatment plant in Montgomery County that was surrounded by residential. That location has a ditch for discharging and a small pipeline easement.

Commissioner Brightwell informed that for the last 15 years, there had been a requirement for a risk management plan and that it must be published.

Commissioner Anand asked if the school was informed of the expansion.

Ms. Gomez responded that the school should have been included in the noticing. Additionally, any rezoning application is typically sent to the school district for their information. The school possibly would have been captured in the 250 foot radius.

Commissioner Norcom III asked if there was going to be regular fencing.

Commissioner Brightwell informed that it was going to be regular barbed-wire.

Ms. Gomez provided that currently there was landscaping on the Echo Creek Drive side however there has not been any discussion of landscaping on the Cangelosi ditch side.

Ms. Gomez informed that Mr. Sheastizado shared that on the Cangelosi ditch side, there was a 30 foot Fort Bend County Drainage District easement that may limit the provisions of landscaping.

Ms. Gomez informed that the original recommendation was for a minimum 8 foot tall wood fence along both the Echo Creek Drive and Cangelosi ditch, with masonry pilasters. The pilasters would be in intervals of no more than 300 feet. Ms. Gomez informed that it was the Cangelosi ditch side that was the question, if it was going to be wood fencing, a strand of barbed-wire would still have to be added on top, or chain-link with the barbed-wire. Ms. Gomez informed that either way, staff's recommendation was if chain-link, it would need some type of screen or vinyl slats so that the view would be closed off from the park and from the school.

Ms. Gomez informed that there was discussion about coating of the fence. It could be a black or green coated fence with the slats matching the fence color.

Chair Brown-Marshall asked about the type of fencing for the west side of the property.

Ms. Gomez informed that that was a 300 foot Centerpoint easement. The chance of that area being developed for another purpose is low.

Commissioner Brightwell asked if the SUP was approved would there be an option down the road if conditions changed. Could there be an amendment?

The Commission consulted with city staff concerning timeframe options and development triggers.

Mr. Sheastizado informed city staff and the Commission that the district would now commit to including a carbon scrubber and closing the headworks and fiberglass reinforced plastic.

- (2) Consideration of the approval of a final report to City Council on item 7A(1) above.

Motion: The Planning and Zoning Commission forwards a positive recommendation with the following changes; applicant agrees to provide some level of positive odor control to include the district's commitment to include a carbon scrubber and closing the headworks and fiberglass reinforced plastic; fencing on Echo Creek Drive will be a wood fence with three pilasters; the 20 foot tree buffer that is already in place will remain; powder coated chain link fencing with slats and barbed-wire in one color of black or green is required on the Cangelosi Ditch side; the SUP must be reconsidered prior to the beginning of phase 3; and a 150 foot minimum building line.

Made By: Commissioner Brightwell

Second: Commissioner Lucas

AYES: Commissioner Brown-Marshall, Commissioner Lucas, Commissioner Brightwell, Commissioner Anand, Commissioner Norcom, Commissioner Parker

NAYES: None

ABSTENTIONS: None

The motion passed



DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division
 1522 Texas Parkway
 Missouri City, Texas 77489
 281-403-8600 (Office) ■ 281-208-5551 (Fax)
 www.missouricitytx.gov

APPLICATION FOR:

- Check One:
 SPECIFIC USE PERMIT
 SPECIFIC USE PERMIT AMENDMENT
 PLANNED DEVELOPMENT DISTRICT
 PLANNED DEVELOPMENT DISTRICT AMENDMENT

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)
 FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

1. Project Name: Fort Bend County WC&ID No. 2 Wastewater Treatment Plant No. 2	
2. Address/Location of Property:	
3. Applicant's Name: Jones Carter	
Mailing Address: 2322 W. Grand Parkway N., Suite 150, Katy, Texas 77449	
Phone No.: (832) 913 - 4000	
Email: Dvaldez@jonescarter.com	
4. Status of Applicant: Owner <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Trustee <input type="checkbox"/> Corporation <input type="checkbox"/> Relative <input type="checkbox"/> (If other than Owner, submit written authorization from Owner with application.)	
5. Property Owner: Fort Bend County WC&ID No. 2	
Mailing Address: 2331 South Main Street, Stafford, Texas 77477	
Phone No.: (281) 261 - 8082	
Email:	
6. Existing Zoning District: R-6 and SUP 65	
7. Total Acreage: 14.3143	
8. Proposed Development and Reasons for Application: Extend the SUP 65 to allow for the plant to have the space needed to be constructed and to abandon the unnecessary easements and building lines.	
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.): A Subdivision of 14.3143 Acres of land also being a replat of Fort Bend County WC&ID No. 2 Wastewater Treatment Plant No. 2 As recorded in instrument No. 8660363 of the B.B.B. & C. Railroad Company Survey Section, Abstract No. A-118	
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts): R139670 and R133165	
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (If yes, submit with application.)	
12. Does this application include an Architectural Design Review: (Circle One): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (If yes, see page 8, Exhibit C for materials required to be submitted.)	
FILING FEE: \$1,200.00	

Hand deliver completed application form with the filing fee and required information to:

**Development Services Department
 1522 Texas Parkway (FM 2234)
 Missouri City, TX 77489**

By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.

Daniel Valdez

 Print Name of Applicant

 Signature of Applicant

 Print Name of Property Owner

 Signature of Property Owner, Agent or Attorney



Fort Bend County W.C. & I.D. No. 2

2331 South Main

Stafford, Texas 77477

Phone: (281) 499-2041 Fax: (281) 499-6732

www.fbcwcid2.com

February 20, 2019

Ms. Jennifer Thomas Gomez

City of Missouri City

1522 Texas Parkway

Missouri City, Texas 77489

Re: Authorization for Plat and SUP for Fort Bend County WC&ID No. 2
Wastewater Treatment Plant No.2

Dear Ms. Gomez:

We, Fort Bend County WC&ID No. 2, hereby authorize Jones & Carter, Inc. to submit the necessary documentation for a Specific Use Permit Amendment and Plat application to City of Missouri City regarding Fort Bend County WC&ID No. 2 Wastewater Treatment Plant No. 2.

Should you have any questions or require additional information, please call.

Sincerely,

A handwritten signature in black ink that reads "Owen Matherne". The signature is written in a cursive style.

Owen Matherne
General Manager



Park 8Ninety

Pine Meadow

Southwest Commerce
(Under Construction)

Bolton Estates

Existing SUP #65

Buffalo

Crestmont Place

Proposed SUP #65 expansion

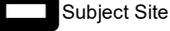
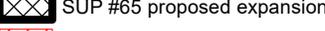
Garden Park Village

Marshall High School

Lakeview Business Park

Hunters Park

Legend

-  City Limits Line.lyr
-  ETJ Line.lyr
-  Subject Site
-  SUP #65 proposed expansion
-  SUP #65 Existing

Scale: 1 inch = 700 feet

930 Legal Notices

NOTICE OF PUBLIC HEARING

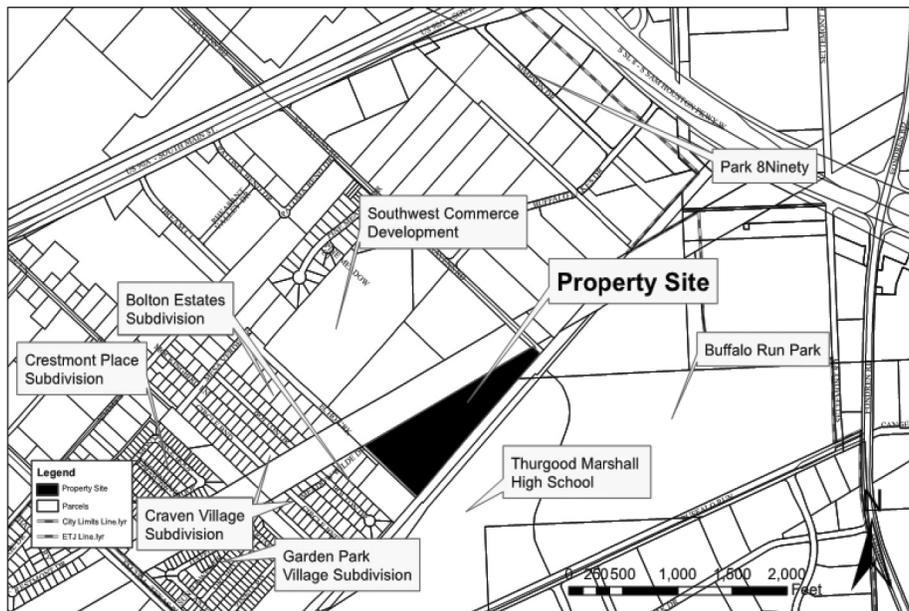
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, April 15, 2019, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Jones | Carter on behalf of Fort Bend County WC&ID No. 2 to amend the Specific Use Permit No. 65 adopted by Ordinance No. O -86-36 for a waste water treatment plant use, to increase the acres of land contained within the SUP, to provide new conditions to the use subject to the SUP, and to the extent such use deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The subject site is located north of Thurgood Marshall High School/ Buffalo Run Park, east of Echo Creek Drive, west of S. Cravens Road, and south of Highway 90A.

SITE LEGAL DESCRIPTION: The subject site can be described as being a certain 14.31 acre tract of land situated in the B.B.B. & C. Railroad Company Survey Section 8, A-116 in Fort Bend County, Texas, being out of a called 14.5041 acre tract of land conveyed to Fort Bend County Water Control and Improvement District No. 2 recorded in Clerk's File No. 2015069032 of the Fort Bend County Official Public Records of Real Property and being a portion of Wastewater Treatment Plant No. 2, plat of which is recorded in Slide No. 873A of the Fort Bend County Plat Records.

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



“Headworks Odor Mitigation Plan

The proposed headworks will be a concrete structure with multiple channels containing screens for raw influent screening. The proposed structure will utilize FRP covers over open sections of the structure and around the screens to enclose raw influent and potential odorous gases. The screens and screenings conveyors will also be enclosed. An odor control system will be provided as an additional feature to treat odorous gases that could be generated and contained between the water surface and the FRP covers. The gases will be removed through a penetration on the covers and will flow through a GAC drum scrubber. The GAC drum scrubber will treat these gases releasing the treated air to atmosphere. The odor mitigation system will be utilized as needed to prevent potential odorous gases from building up within the structure. The media in the odor control system will be replaced as needed to maintain operability of the system. The proposed headworks is over 300 feet away from the nearest property line and will utilize mechanical equipment to eliminate any potential odorous gasses that may occur. This exceeds the requirements in Texas Administrative Code - Chapter 309 and Chapter 217, which states that all wastewater treatment plant units must not be located closer than 150 feet from the nearest property line.”



CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 7(b)(1) Public hearing for or against an amendment to the City's Drought Contingency Plan (DCP).
Submitted by: Dan McGraw, Utilities Manager

SYNOPSIS

Pursuant to, Title 30, Part 1, Chapter 288, Subchapter B, Rules 288.20-288.22 of the Texas Administrative Code, the City is required to adopt and update a Drought Contingency Plan. The Drought Contingency Plan is a mechanism to manage drinking water supplies during times of drought or emergency to ensure enough water supply for domestic water use, industrial use, and sanitation and fire protection. The Groundwater Reduction Plan (GRP) committee made a recommendation for City Council to approve the draft plan at the August 21, 2018 meeting. Subsequently, on March 18, 2019, the Council amended and adopted the Drought Contingency Plan (DCP) to reflect recent updates made by the Gulf Coast Water Authority (GCWA).

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

At the March 18, 2019 City Council meeting, the Council amended and adopted the Drought Contingency Plan (DCP) to reflect recent updates made by the Gulf Coast Water Authority (GCWA) pertaining to curtailment and surcharges.

The amendment is required by TCEQ rules and regulations and also staff proposed to aggregate the groundwater and surface water system under the same set of conservation measures, enforcement, and other details on how conservation will take place during times when GCWA declares a drought. The provision of this plan shall apply to all entities utilizing water provided by the City of Missouri City, including all members of the GRP

Conservation during times of insufficient rainfall allows the Supplier (GCWA) and the City to minimize the adverse impacts of water shortages and to further minimize the adverse impacts of emergency conditions. This allows the City to protect and preserve public health, welfare and safety of our citizens.

This will be first of the two public hearings required to amend and adopt the City's Drought Contingency Plan (DCP).

BUDGET/FISCAL ANALYSIS

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. DCP Ordinance
2. Resolution 2019-15
3. COMC Drought Contingency Plan 2012
4. COMC Drought Contingency Plan 2019
5. GCWA Drought Contingency Plan adopted December 6, 2018

STAFF'S RECOMMENDATION

Staff recommends that City Council hold a public hearing regarding an amendment to the City's Drought Contingency Plan (DCP).

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

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

ORDINANCE NO. O-19-__

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
AMENDING CHAPTER 86, UTILITIES, OF THE MISSOURI CITY CODE;
AMENDING REGULATIONS REGARDING CERTAIN DROUGHT
CONTINGENCY PLANS; PROVIDING FOR REPEAL; PROVIDING A
PENALTY; AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, pursuant to Title 30, Part 1, Chapter 288, Subchapter B, Rules 288.20-288.22 of the Texas Administrative Code, retail public water suppliers are required to adopt and update drought contingency plans at least every five years; and

WHEREAS, pursuant to Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, such drought contingency plan must document coordination with the regional planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans; and

WHEREAS, the City of Missouri City, including the Groundwater Reduction Plan Advisory Committee, which is comprised of a representative of municipal utility districts in the City converting to surface water and a representative of municipal utility districts in the City not converting to surface water, reviewed the drought contingency plan prepared by the Gulf Coast Water Authority (the "GCWA"); and

WHEREAS, the GCWA held eight stakeholder or public meetings on the development of the drought contingency plan from January 2017 through August 2018; and

WHEREAS, the City of Missouri City desires to adopt additional provisions to execute its drought contingency obligations; and

WHEREAS, the City of Missouri City held two public hearings relating to the development of the additional provisions for the contingency plan; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to amend regulations regarding drought contingency plans; and

WHEREAS, the meeting at which this Ordinance for adoption is being considered has been properly noticed and is open to the public; 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 86-30.3 of Subdivision II of Division 2 of Article I of Chapter 86 thereof and substituting therefor a new Section 86-30.3 of Division 2 of Article I of Chapter 86 to provide as follows:

“ARTICLE I – CITY WATER AND SEWER SERVICES

.

Division 2 – WATER AND SEWER SERVICES, RATES, AND COSTS

.

Subdivision II. Northeast Oyster Creek Utility Service Area

Sec. 86-30.3. - Drought contingency plan.

The city herein approves and adopts the "Drought Contingency Plan" prepared by the Gulf Coast Water Authority, dated December 6, 2018, as modified by the "City of Missouri City Drought Contingency Plan," dated May 20, 2019, as the drought contingency plan applicable to the Northeast Oyster Creek utility service area. A copy of said plan shall be made available at the city secretary's office for public inspection during regular business hours."

Section 3. The Missouri City Code is hereby amended by deleting Sections 86-30.7 and 86-30.8 of Subdivision III and Subdivision IV, respectively, of Division 2 of Article I of Chapter 86 thereof and substituting therefor new Sections 86-30.7 and 86-30.8 of Subdivision III and Subdivision IV, respectively, of Division 2 of Article I of Chapter 86 to provide as follows:

“ARTICLE I – CITY WATER AND SEWER SERVICES

.

Division 2 – WATER AND SEWER SERVICES, RATES, AND COSTS

.

Subdivision III. Mustang Bayou Utility Service Area

Sec. 86-30.7. - Drought contingency plan.

The city herein approves and adopts the "Drought Contingency Plan" prepared by the Gulf Coast Water Authority, dated December 6, 2018, as modified by the "City of Missouri City Drought Contingency Plan," dated May 20, 2019, as the drought contingency plan applicable to the Mustang Bayou utility service area. A copy of said plan shall be made available at the city secretary's office for public inspection during regular business hours.

Subdivision IV. Surface Water Treatment Plant Utility Service Area

Sec. 86-30.8. - Drought contingency plan.

The city herein approves and adopts the "Drought Contingency Plan" prepared by the Gulf Coast Water Authority, dated December 6, 2018, as modified by the "City of Missouri City Drought Contingency Plan," dated May 20, 2019, as the drought contingency plan applicable to the surface water treatment plant utility service area. A copy of said plan shall be made available at the city secretary's office for public inspection during regular business hours."

Section 4. Repeal. Resolution R-19-15, adopted on March 18, 2019, is hereby repealed. All ordinances, resolutions or parts of ordinances or resolutions in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 5. Penalty. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

Section 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 6th day of May, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 20th day of May, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

Jamilah Way, First Asst. City Attorney
For E. Joyce Iyamu, City Attorney

RESOLUTION NO. R-19-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, ADOPTING A DROUGHT CONTINGENCY PLAN IN THE CITY OF MISSOURI CITY, TEXAS.

* * * * *

WHEREAS, pursuant to Title 30, Part 1, Chapter 288, Subchapter B, Rules 288.20-288.22 of the Texas Administrative Code, retail public water suppliers are required to adopt and update drought contingency plans at least every five years; and

WHEREAS, pursuant to Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, such drought contingency plan must document coordination with the regional planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans; and

WHEREAS, the City of Missouri City, including the Groundwater Reduction Plan Advisory Committee, which is comprised of a representative of municipal utility districts in the City converting to surface water and a representative of municipal utility districts in the City not converting to surface water, reviewed the drought contingency plan prepared by the Gulf Coast Water Authority (the "GCWA"); and

WHEREAS, the GCWA held eight stakeholder or public meetings on the development of the drought contingency plan from January 2017 through August 2018; and

WHEREAS, the meeting at which this Resolution for adoption is being considered has been properly noticed and is open to the public; now, therefore,

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

Section 1. That the City Council of the City of Missouri City, Texas, does, hereby adopt, for and on behalf of the City of Missouri City, Texas, Exhibit "A," the Drought Contingency Plan for Gulf Coast Water Authority.

Section 2. 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 3. Repeal. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

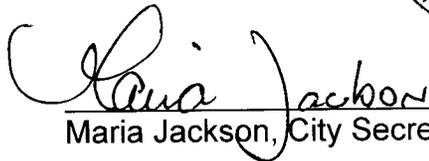
Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances

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.

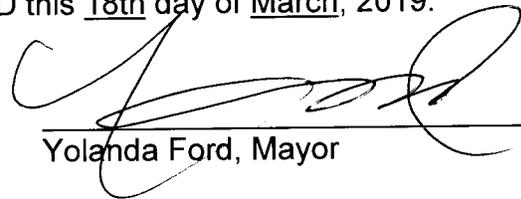
PASSED, APPROVED and ADOPTED this 18th day of March, 2019.



ATTEST:

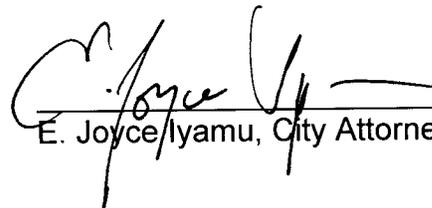


Maria Jackson, City Secretary



Yolanda Ford, Mayor

APPROVED AS TO FORM:



E. Joyce Iyamu, City Attorney

CITY OF MISSOURI CITY

DROUGHT CONTINGENCY PLAN

PWSID 0790207

August, 2012

Prepared by:



Enprotec / Hibbs & Todd

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Website: e-ht.com

PE Firm Registration No. 1151

PG Firm Registration No. *50103

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**CITY OF MISSOURI CITY, TEXAS
DROUGHT CONTINGENCY PLAN**

Section I Declaration of Policy, Purpose and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Missouri City, Texas (City) adopts the following Drought Contingency Plan (Plan).

Section II Public Involvement

Opportunity for the public and wholesale water customers to provide input into the preparation of the Plan was provided by the City by means of regular City Council meetings.

Section III Water Customer Education

The City will periodically provide wholesale and retail water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. Information concerning the Plan will also be provided via the City's website. A copy of the Plan will be provided to the wholesale customers initially after adoption of the Plan and thereafter when the Plan is revised or resubmitted to the Texas Commission on Environmental Quality and to Region H Water Planning Group.

Section IV Coordination with Regional Water Planning Group

The wholesale and retail water service area of the City of Missouri City is located within the Region H Water Planning Group and the City has provided a copy of the Plan to the Region H Water Planning Group.

Section V Authorization

The City Manager for the City of Missouri City, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI Application

The provisions of this Plan shall apply to all customers utilizing water provided by the City of Missouri City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII Criteria for Initiation and Termination of Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Notification to wholesale customers of the initiation or termination of drought response stages will be made by email, mail, facsimile or telephone. Notification to retail customers will be made through the City's website and news media.

The triggering criteria described below are based on a combination of two factors.

1. The City receives raw water on a wholesale basis from the Gulf Coast Water Authority (GCWA) which maintains a water conservation and drought contingency plan. Pursuant to pro rata measures described in section §11.039 of the Texas Water Code if a shortage of water in a water supply covered by a water conservation plan prepared in compliance with applicable State Rules results from drought, accident, or other cause, the person, association of persons, or corporation owning or controlling the water shall divide the water to be distributed among all customers pro rata, according to:
 - a. The amount of water to which each customer may be entitled; or
 - b. The amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

As such the City of Missouri City recognizes the need to implement drought-related water use restrictions for wholesale and retail customers receiving treated surface water based on the same triggering criteria recognized by the GCWA. One set of triggering criteria defined by the City of Missouri City in its Plan will be the same as the triggering criteria defined in the GCWA's current Drought Contingency Plan.

2. The City also recognizes that conditions in its wholesale and/or retail delivery system may require the City to implement drought contingency measures exclusive of conditions in the GCWA delivery system. A second set of triggering conditions are therefore defined in the City's Plan based on water usage of its wholesale purchasers and the City's production and delivery systems.

Stage 1 Triggers -- Mild Water Shortage Conditions

1. Requirements for Initiation:
 - a. The City of Missouri City will recognize that a mild water shortage condition exists for wholesale and retail customers receiving treated surface water when the GCWA declares Stage 1 of its Drought Contingency Plan to be in effect, and supplemental groundwater supplies are not sufficient to meet demand when combined with available treated surface water, or
 - b. For wholesale and retail treated surface water customers when the pumpage from the Missouri City Regional Water Treatment Plant (MCRWTP) exceeds 80% of rated treatment plant capacity for three (3) consecutive days, or

- c. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight.

2. Requirements for Termination:

- a. Stage 1 of the Plan may be rescinded when GCWA rescinds its Stage 1 or when all of the other conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.
- b. The City of Missouri City will notify its wholesale and/or retail customers of the termination of Stage 1 in the same manner as the notification of initiation of Stage 1 of the Plan.

Stage 2 Triggers -- Moderate Water Shortage Conditions

1. Requirements for Initiation:

- a. The City of Missouri City will recognize that a moderate water shortage condition exists for wholesale and retail customers receiving treated surface water when the GCWA declares Stage 2 of its Drought Contingency Plan to be in effect, and supplemental groundwater supplies are not sufficient to meet demand when combined with available treated surface water, or
- b. For wholesale and retail treated surface water customers when the pumpage from the MCRWTP exceeds 90% of rated treatment plant capacity for three (3) consecutive days, or
- c. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight for three (3) consecutive days.

2. Requirements for Termination:

- a. Stage 2 of the Plan may be rescinded when GCWA rescinds its Stage 2 or when all of the other conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.
- b. The City of Missouri City will notify its wholesale and/or retail customers of the termination of Stage 2 in the same manner as the notification of initiation of Stage 2 of the Plan.
- c. Stage 1 may be implemented upon rescinding Stage 2.

Stage 3 Triggers -- Severe Water Shortage Conditions

1. Requirements for Initiation:

- a. The City of Missouri City will recognize that a severe water shortage condition exists for wholesale and retail customers receiving treated surface water when the GCWA declares Stage 3 of its Drought Contingency Plan to be in effect, and supplemental groundwater supplies are not sufficient to meet demand when combined with available treated surface water, or
- b. For wholesale and retail treated surface water customers when the pumpage from the MCRWTP exceeds 95% of rated treatment plant capacity for three (3) consecutive days, or

- c. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight for five (5) consecutive days.
2. Requirements for Termination:
 - a. Stage 3 of the Plan may be rescinded when GCWA rescinds its Stage 3 or when all of the other conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.
 - b. The City of Missouri City will notify its wholesale and/or retail customers of the termination of Stage 3 in the same manner as the notification of initiation of Stage 3 of the Plan.
 - c. Stage 1 or 2 may be implemented upon rescinding Stage 3.

Stage 4 Triggers -- Emergency Water Shortage Conditions

1. Requirements for Initiation:
 - a. The City of Missouri City will recognize an emergency water shortage condition for wholesale and retail customers receiving treated surface water when the GCWA declares a Water Emergency Response of its Drought Contingency Plan to be in effect, and supplemental groundwater supplies are not sufficient to meet demand when combined with available treated surface water, or
 - b. When major line breaks, pump system failures, treatment system failures, water supply contamination or other unforeseen conditions occur that cause the City Manager to recommend implementation of Stage 4 of the Plan.
2. Requirements for Termination:
 - a. Stage 4 of the Plan may be rescinded when GCWA rescinds its Water Emergency Response or when all of the other conditions listed as triggering events have ceased to exist, or
 - b. When at the discretion of the City Manager or his/her designee service has been restored to the point where Stage 4 conditions may be rescinded.
 - c. The City of Missouri City will notify its wholesale and/or retail customers of the termination of Stage 4 in the same manner as the notification of initiation of Stage 4 of the Plan.

Section VIII: Drought Response Stages

The City Manager or his/her designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section VII, shall determine that mild, moderate, or severe water shortage conditions exist or that an emergency condition exists and shall implement the following actions:

Stage 1 Response -- Mild Water Shortage Conditions

1. Target:
 - a. Achieve voluntary reduction in total water use by wholesale and/or retail system users as applicable.
2. Best Management Practices for Supply Management:
 - a. Wholesale customers may utilize wells to supplement surface water production when necessary during periods when drought restrictions corresponding to GCWA stages are in place.
3. Water Use Restrictions for Reducing Demand:
 - a. The City Manager, or his/her designee, will contact wholesale and/or retail water customers to discuss water supply and/or demand conditions, and will request that wholesale and/or retail water customers initiate voluntary measures to reduce water use (e.g., implement Stage 1 of the wholesale customer's drought contingency plan).
 - b. The City Manager, or his/her designee, will provide regular updates to City's website with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 2 Response -- Moderate Water Shortage Conditions

1. Target:
 - a. Achieve reduction in total water use by wholesale and/or retail system users, as applicable, to a point where water use drops below Stage 2 trigger conditions.
2. Best Management Practices for Supply Management:
 - a. Wholesale customers may utilize wells to supplement surface water production when necessary during periods when drought restrictions corresponding to GCWA stages are in place.
3. Water Use Restrictions for Reducing Demand:
 - a. The City Manager, or his/her designee, will initiate weekly contact with wholesale and/or retail water customers to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water diversions and/or deliveries.
 - b. The City Manager, or his/her designee, will request wholesale water customers to initiate mandatory measures to reduce non-essential water use (e.g., implement Stage 2 of the wholesale customer's drought contingency plan).

- c. The City Manager, or his/her designee, will initiate preparations for the implementation of pro rata curtailment of treated surface water deliveries by preparing a monthly water usage allocation baseline for each wholesale customer according to the procedures specified in Section IX of the Plan.
- d. The City Manager, or his/her designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.
- e. The City Manager, or his/her designee, will notify the Executive Director of the TCEQ within 5 business days of implementing Stage 2 restrictions.

Stage 3 Response -- Severe Water Shortage Conditions

- 1. Target:
 - a. Achieve reduction in total water use by wholesale and/or retail users to a point where water use drops below Stage 3 trigger conditions.
- 2. Best Management Practices for Supply Management:
 - a. Wholesale customers may utilize wells to supplement surface water production when necessary during periods when drought restrictions corresponding to GCWA stages are in place.
- 3. Water Use Restrictions for Reducing Demand:
 - a. The City Manager, or his/her designee, will initiate weekly contact with wholesale and/or retail water customers to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water diversions and/or deliveries.
 - b. The City Manager, or his/her designee, will initiate pro rata curtailment of water diversions and/or deliveries for each wholesale customer according to the procedures specified in Section VI of the Plan. Mandatory reductions will not be required if a wholesale customer can supplement reduced surface water deliveries with groundwater supplies adequate to meet demands.
 - c. The City Manager, or his/her designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.
 - d. The City Manager, or his/her designee, will notify the Executive Director of the TCEQ within 5 business days of implementing Stage 3 restrictions.

Stage 4 Response -- Emergency Water Shortage Conditions

Whenever emergency water shortage conditions exist as defined in Section VII of the Plan, the City Manager, or his/her designee, shall:

1. Assess the severity of the problem and identify the actions needed and time required to solve the problem.
2. Inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).
3. Update the City's website to provide information to retail users.
4. If appropriate, notify city, county, and/or state emergency response officials for assistance.
5. Undertake necessary actions, including repairs and/or clean-up as needed.
6. The City Manager, or his/her designee, will notify the Executive Director of the TCEQ within 5 business days of implementing Stage 4 restrictions.
7. Prepare a post-event assessment report for City use on the incident and critique of emergency response procedures and actions to better prepare for future response measures.

Section IX: Pro Rata Water Allocation

In the event that the triggering criteria specified in Section VII of the Plan for Stage 3 – Severe Water Shortage Conditions or Stage 4 – Emergency Water Shortage Conditions have been met, the City Manager is hereby authorized initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039. Pro rata allocations for each wholesale customer will be based on a 36-month baseline of water use for each wholesale customer for the previous 36-month period. Where three years of water use information are not available, the baseline will be formulated for that user using available monthly consumption records.

Section X: Enforcement

During Stages 3 and 4 when pro rata allocation of available water supplies is in effect, wholesale customers shall pay the following surcharges on excess water diversions and/or deliveries:

1. 1.2 times the normal water charge for treated water deliveries in excess of the monthly allocation up through 5 percent above the monthly allocation.

2. 1.3 times the normal water charge for treated water deliveries in excess of the monthly allocation from greater than 5 percent through 10 percent above the monthly allocation.
3. 1.4 times the normal water charge for treated water deliveries in excess of the monthly allocation from greater than 10 percent through 15 percent above the monthly allocation.
4. 1.5 times the normal treated water charge for water deliveries more than 15 percent above the monthly allocation.

The above surcharges shall be cumulative.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

- A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- B. Alternative methods and water sources (including alternative groundwater sources) can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the City Manager within 5 days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the City Council of Missouri City, and shall include the following:

1. Name and address of the petitioner(s).
2. Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Resolution.
3. Description of the relief requested.
4. Period of time for which the variance is sought.
5. Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
6. Other pertinent information.

Variances granted by the City Council of Missouri City shall be subject to the following conditions, unless waived or modified by the City Council of Missouri City or its designee:

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XII: Severability

It is hereby declared to be the intention of the City Council of Missouri City that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City Council of Missouri City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Appendix A

Ordinance Adopting the Drought Contingency Plan

ORDINANCE NO. O-12-28

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 86, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS, BY ADOPTING A DROUGHT CONTINGENCY PLAN; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

Section 1. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by amending the definition of "Mustang Bayou utility service area" of Section 86-1 of Division 1 of Article I of Chapter 86 thereof to provide as follows:

"Chapter 86 – UTILITIES

ARTICLE I. CITY WATER AND SEWER SERVICES

DIVISION 1. - IN GENERAL

Sec. 86-1. - Definitions.

The following definitions shall apply in the interpretation and the enforcement of this article except where the context clearly indicates a different meaning:

. . . .

Mustang Bayou utility service area shall mean that geographical area as set out in the map entitled Mustang Bayou utility service area map which is incorporated by reference herein and which shall be made available at the city secretary's office for public inspection during regular business hours."

Section 2. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by adding a definition for "Surface Water Treatment Plant utility service area" to Section 86-1 of Division 1 of Article I of Chapter 86 thereof, and substituting therefor a new Section 86-1 of Division 1 of Article I of Chapter 86 to provide as follows:

"Chapter 86 – UTILITIES

ARTICLE I. CITY WATER AND SEWER SERVICES

DIVISION 1. - IN GENERAL

Sec. 86-1. - Definitions.

The following definitions shall apply in the interpretation and the enforcement of this article except where the context clearly indicates a different meaning:

. . . .

Surface Water Treatment Plant utility service area shall mean that geographical area set out in a map entitled Surface Water Treatment Plant utility service area map which is incorporated by reference herein and which shall be made available at the city secretary's office for public inspection during regular business hours."

Section 3. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by deleting Section 86-30.7 of Subdivision 3 of Division 2 of Article I of Chapter 86 thereof, and substituting therefor a new Section 86-30.7 of Subdivision 3 of Division 2 of Article I of Chapter 86 to provide as follows:

"Chapter 86 – UTILITIES

ARTICLE I. CITY WATER AND SEWER SERVICES

. . . .

DIVISION 2. - WATER AND SEWER SERVICES, RATES AND COSTS

. . . .

Subdivision 3. - Mustang Bayou Utility Service Area

. . . .

Sec. 86-30.7. - Water conservation plan and drought contingency plan.

The city herein approves and adopts the "Policy Regulating Use of Water During a Serious and/or Emergency Water Period/Water Conservation" for Fort Bend County Municipal Utility District No. 48 adopted May 25, 2000, as the water conservation plan applicable to the Mustang Bayou utility service area. The city herein approves and adopts the "City of Missouri City Drought Contingency Plan" dated August 2012, as the drought contingency plan applicable to the Mustang Bayou utility service area. A copy of each of said plans shall be made available at the city secretary's office for public inspection during regular business hours."

Section 4. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by adding a new Subdivision 4 of Division 2 of Article I of Chapter 86 thereof to provide as follows:

"Chapter 86 – UTILITIES

ARTICLE I. CITY WATER AND SEWER SERVICES

.

DIVISION 2. - WATER AND SEWER SERVICES, RATES AND COSTS

.

Subdivision 4. - Surface Water Treatment Plant Utility Service Area

Sec. 86-30.8. - Drought contingency plan.

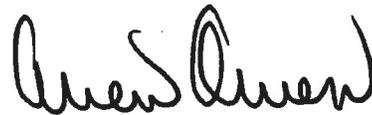
The city herein approves and adopts the "City of Missouri City Drought Contingency Plan" dated August 2012, as the drought contingency plan applicable to the Surface Water Treatment Plant utility service area. A copy of said plan shall be made available at the city secretary's office for public inspection during regular business hours."

Section 5. *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 6. 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 20th day of August, 2012.

PASSED, APPROVED and ADOPTED on second and final reading this 4th day of September, 2012.



Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:



Maria Gonzalez, City Secretary



Caroline Kelley, City Attorney

Appendix B

Notification to Wholesale Purchasers

Insert Future – Notification to Wholesale Purchasers

CITY OF MISSOURI CITY

DROUGHT CONTINGENCY PLAN

PWSID 0790207

May, 2019

Prepared By:



LREWater, LLC

a Leonard Rice Engineers Company

1101 Satellite View #301 Round Rock, Texas 78665

Phone: (512) 736-6485

Website: www.LREWater.com

PE Firm Registration No. 14368

PG Firm Registration No. 50516

CITY OF MISSOURI CITY, TEXAS DROUGHT CONTINGENCY PLAN

Section I Declaration of Policy, Purpose and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Missouri City, Texas (City) adopts the following Drought Contingency Plan (Plan).

Section II Public Involvement

Opportunity for the public and wholesale water customers to provide input into the preparation of the Plan was provided by the City by means of public hearings at regular City Council meetings on May 6, 2019 and May 20, 2019. The Plan was explicitly discussed and public comment was encouraged at those meetings.

Section III Water Customer Education

The City and members of the City's Ground Water Reduction Plan (GRP) will periodically provide **All Customers** with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. Information concerning the Plan will also be provided via the City's website. A copy of the Plan will be provided to the wholesale customers initially after adoption of the Plan and thereafter when the Plan is revised or resubmitted to the Texas Commission on Environmental Quality (TCEQ).

Section IV Coordination with Regional Water Planning Group

The wholesale and retail water service area of the City of Missouri City is located within the Region H Water Planning Group and the City has provided a copy of the Plan to the Region H Water Planning Group and to the City's water supplier, the **Gulf Coast Water Authority (GCWA)**. Copies of the Plan transmittal letters to the Region H water planning group and the GCWA are available upon request.

Section V Authorization

The Public Works Director for the City of Missouri City, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Public Works Director, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI Application

The provisions of this Plan shall apply to all entities utilizing water provided by the City of Missouri City, including all members of the GRP, both ground water (non-converted) and surface water (converted) users. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. When the Public Works Director or a designee initiates or terminates response stages under this Plan, he/she shall immediately notify the public by means of announcements in local media. Unless otherwise specified for specific responses listed below, water supply update releases will be on at least a daily basis during implementation of this Plan when conditions warrant drought stage 2 or higher.

Section VII: Recommended Residential Water Conservation & Demand Reduction Measures

During any stage of drought response, efforts must be made to reduce water usage and minimize water demand. The following means of conserving water and minimizing water usage are **recommended**. These measures are **voluntary** and are not enforceable by the City of Missouri City.

- Limit showers to 2 to 5 minutes or less for Stage 2, 3, 4, and 5 drought responses.
- Turning off showers while lathering hair and body, and only turning on showers to rinse.
- Re-using cooking water to water plants, or to rinse/wash dishes
- Delay clothes washing until full loads are available.
- Utilize hand sanitizers rather than washing hands with potable water.
- Utilize dry shampoos and wet-wipes to clean your body and decrease the frequency of showering.
- Rainwater harvesting using rain barrels, with the water later used for landscape irrigation.

Voluntary Water Conservation Measures – All Drought Stages

#1	Limit showers to 2-5 minutes or less for Stage 2, 3, 4, and 5 drought responses	
#2	Turn off showers while lathering hair and body, and only turning on showers to rinse	
#3	Re-use cooking water to water plants, or to rinse/wash dishes	
#4	<u>Delay clothes washing until full loads are available.</u>	
	<u>Limit clothes laundering to:</u>	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays, Thursdays, and Saturdays	Wednesdays, Fridays, and Sundays
#5	Utilize hand sanitizers rather than washing hands with potable water	
#6	Utilize dry shampoos and wet-wipes to clean your body and decrease the frequency of showering.	
#7	Harvest rainwater using rain barrels, with the water later used for landscape irrigation	

Section VIII: Definitions

For the purposes of this Plan, the following definitions shall apply. Defined terms are shown in **BOLD** fonts throughout the Plan.

- **Gulf Coast Water Authority (GCWA)** – the primary supplier of Surface water for the City of Missouri City, whose water allocation decisions directly affect water availability under the City of Missouri City’s contract for water supplies. Water conservation procedures within the **GCWA** drought contingency plan directly affect water availability for the City of Missouri City, and the Public Works Director or a designee may implement City of Missouri City drought stage responses in direct accord with those implemented by **GCWA**.
- **Groundwater Users** – customers in the City of Missouri City Groundwater Reduction Plan who utilize groundwater.
- **Surface Water Users** - customers in the City of Missouri City Groundwater Reduction Plan who utilize surface water. This water is generally provided by the **GCWA**
- **All Customers** – all customers in the City of Missouri City Ground Water Reduction Plan, including both Surface Water Users and Groundwater Users.
- **Historical Monthly Average Water Usage** - the computed monthly average usage for the City of Missouri City based on actual usage (as reported to **GCWA** and approved by the City) during the same month during the three previous calendar years, excluding any reductions in usage as a result of implementing a Stage Response measure pursuant to this Plan.

- **Baseline Historical Monthly Average Water Usage** - the computed monthly average usage for wholesale customers and all retail customers (in aggregate) of the City of Missouri City based on actual usage during the same month during the three previous calendar years, excluding any reductions in usage as a result of implementing a Stage Response measure pursuant to this Plan.
- **Aesthetic Water Use:** water use for ornamental or decorative purposes such as in fountains, reflecting pools, and water gardens.
- **Conservation:** those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved.
- **Retail Customer:** any person or entity purchasing drinking water from the City of Missouri City for use or consumption.
- **Wholesale Customer:** any entity purchasing potable water from the City of Missouri City for resale or redistribution.
- **Landscape Irrigation Use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including but not limited to residential and commercial lawns, gardens, golf courses, parks, right-of-ways, and medians. Both potable and non-potable water may be used for this purpose.
- **Non-Essential Water Use:** the use of potable water for activities deemed beneficial yet non-essential for the maintenance of public health, safety and welfare for the City of Missouri City. Non-essential water use will be regulated or prohibited, depending on implementation stages of this Plan. The Public Works Director may designate whether a water usage activity results in Non-Essential Water Use, and may modify such designations from time to time. The following water use activities are considered as Non-Essential Water Use activities for the purposes of this Plan: :
 - irrigation of landscape areas, including parks, schools, athletic fields, and golf courses, except otherwise provided under this Plan;
 - washing any motor vehicle, motorbike, boat, trailer, airplane or other vehicle, other than in a commercial car wash, if not necessary for the protection of public health, safety, and welfare;
 - washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - washing buildings or structures for purposes other than immediate fire protection;
 - flushing gutters or allowing water to run or accumulate in any gutter or street;
 - filling, refilling, or adding to any indoor or outdoor swimming pools or jacuzzi-type pools;
 - filling, refilling, or adding to any fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 - using water hydrants for construction purposes or any other purposes other than firefighting, hydrant flushing and street cleaning; and
 - water loss because a responsible party has not repaired controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Section IX: Drought Response Stage Criteria and Response Actions

The Public Works Director, or his/her designee shall monitor water supply and demand conditions and shall determine when conditions warrant initiation or termination of each stage of the Plan.

The triggering criteria and response measures described below are based on experience of City staff and associates obtained by managing water supplies through recent drought periods, including the most recent 2011 extreme single-year drought for the Brazos River basin. Triggering criteria and response measures are also based on similar criteria and measures utilized by the **GCWA**.

Notification to **All Customers** of the initiation or termination of drought response stages will be made by email, mail, facsimile or telephone. Additional notifications will be made through the City's website and news media.

Normal operations of the City of Missouri City water treatment and distribution systems is considered a Stage 0 drought response under this Plan. Under Stage 0 conditions, **All Customers** receive water at the time, quantity, and quality desired.

The City of Missouri City may move between drought stages as needed to effectively manage water supplies and demands. It is not necessary to sequentially progress through drought stages, and the Public Works Director (or a designee) may skip drought stages as conditions warrant.

Section IX.1 - Stage 1 Response (Mild Water Shortage; TCEQ “Watch” Level)

A Stage 1 Response may be triggered when the Public Works Director (or a designee) finds that the Response Conditions warrant the declaration of a Stage 1 Response. The Public Works Director (or a designee) will consider declaring a Stage 1 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

1. The **GCWA** has initiated a Stage 1 Response under its Drought Contingency Plan.
2. Total water demand exceeds 80% of the deliverable capacity from the Missouri City Regional Water Treatment Plant (MCRWTP) for three (3) consecutive days.
3. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight.

A Stage 1 Response may be terminated by the Public Works Director (or a designee) when the Response Conditions that triggered the initiation of a Stage 1 Response no longer prevail.

Response Measures:

The goal for water use (from both surface water and groundwater sources) under Stage 1 is a reduction of **5%** of water use compared to **Baseline Historical Monthly Average Water Usage** as calculated by the City. The Public Works Director (or a designee) may implement any of the following actions deemed necessary, and may implement other appropriate actions not listed below:

General Measures:

- Notify **All Customers** that a Stage 1 Response condition exists;
- Request voluntary reductions in water use by **All Customers** ; or
- Increase public awareness of drought or system conditions and measures to reduce demand.

Supply Management Measures:

- Monitor Surface water and Groundwater supplies and demands and notify users by press releases of conditions as appropriate;
- Notify **All Consumers** regarding the desire to reduce their usage on a voluntary basis by at least 5%;
- Defer or delay City maintenance services (e.g. flushing of water mains, watering of City property);
- Utilize reclaimed, non-potable water for irrigation purposes, where feasible; or
- Explore alternative sources of potable water.

Stage 1 Voluntary Demand Reduction Measures

Issue press releases and/or published notices in all media, requesting practice of water conservation activities, and minimization or discontinuance of all Non-Essential Water Uses .	
Request, via press releases and/or published notices, that All Customers voluntarily limit Landscape Irrigation Use:	
For Customers with odd street numbers	For Customers with even street numbers:
Tuesdays, Thursdays, and Saturdays	Wednesdays, Fridays, and Sundays
before 10:00am OR after 8:00pm	before 10:00am OR after 8:00pm

Section IX.2 - Stage 2 Response (Moderate Water Shortage; TCEQ “Concern” Level)

A Stage 2 Response may be triggered when the Public Works Director (or a designee) finds that the Response Conditions warrant the declaration of a Stage 2 Response. The Public Works Director (or a designee) will consider declaring a Stage 2 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

1. The **GCWA** has initiated a Stage 2 Response under its Drought Contingency Plan.
2. Total water demand exceeds 90% of the deliverable capacity from the Missouri City Regional Water Treatment Plant (MCRWTP) for three (3) consecutive days.
3. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight for three (3) consecutive days.

A Stage 2 Response may be terminated by the Public Works Director (or a designee) when the Response Conditions that triggered the initiation of a Stage 2 Response no longer prevail.

Response Measures:

The primary goal for water use (from both surface water and groundwater sources) under Stage 2 is a reduction of **10%** of water use compared to **Baseline Historical Monthly Average Water Usage** as calculated by the City. The secondary goal for Surface Water Usage under Stage 2 is a reduction of **10%** of water use compared to the **Historical Monthly Average Water Usage** as calculated by **GCWA** and approved by the City. Such a reduction in Surface Water Usage will allow the City to avoid surcharges imposed by **GCWA**. The Public Works Director (or a designee) may implement any of the following actions deemed necessary, and may implement other appropriate actions not listed below.

General Measures:

- Notify **All Customers** that a Stage 2 Response condition exists;
- Request reductions in water use by **All Customers**; or
- Increase public awareness of drought or system conditions and measures to reduce demand.

Supply Management Measures:

- Monitor water supply (Surface Water and Groundwater) and demand and notify users by press releases of conditions as appropriate;
- Survey customers and develop water usage reduction plans; or
- Defer or delay City maintenance services (e.g. flushing of water mains, watering of City property).

Stage 2 Voluntary Demand Reduction Measures

#1	Limit Landscape Irrigation Use:	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays, Thursdays, and Saturdays	Wednesdays, Fridays, and Sundays
	before 10:00am OR after 8:00pm	before 10:00am OR after 8:00pm
**Landscape irrigation is permitted at ANYTIME on designated days if it is by means of a hand-held hose, a faucet filled bucket, or watering can of five (5) gallons or less, or via a drip irrigation system.		
#2	Limit Private Vehicle Washing, including any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle:	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays, Thursdays, and Saturdays	Wednesdays, Fridays, and Sundays
	Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.	
	Vehicle washing may be done at any time at a commercial car wash or commercial service station.	
Further, such washing may be exempted from the Plan if, as determined by the City Manager (or a designee), the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks, fishing vessels, and vehicles used to transport food and perishables.		

#3	Limit Pool Filling or Refilling , including any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays, Thursdays, and Saturdays before 10:00am OR after 8:00pm	Wednesdays, Fridays, and Sundays before 10:00am OR after 8:00pm
#4	Reduce usage of potable water to fill, refill, or add water to any ornamental fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life	
#5	Limit water usage from fire hydrants for only firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Public Works Director (or a designee).	
#6	Limit Potable Water Use for Golf Course Irrigation for greens, tees, and fairways:	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays, Thursdays, and Saturdays before 10:00am OR after 8:00pm	Wednesdays, Fridays, and Sundays before 10:00am OR after 8:00pm
Properties utilizing a water source other than potable water provided by the City of Missouri City (e.g. reclaimed, non-potable water) are not subject to this regulation		
#7	Suggest all restaurants avoid serving water to patrons except on patron request.	
#8	Limit Non-Essential Water Uses , including:	
	Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas	
	Wash down of buildings or structures for purposes other than immediate fire protection	
	Use of water for dust control, except as permitted by the Public Works Director (or a designee)	
	Hydrant flushing (except for water system repairs), flushing gutters, or allowing water to run or accumulate in any street	
	Failure to repair controllable leaks within a reasonable period after having been given notice directing the repair of such leaks	

Section IX.3 - Stage 3 Response (Severe Water Shortage; TCEQ “Priority” Level)

A Stage 3 Response may be triggered when the Public Works Director (or a designee) finds that the Response Conditions warrant the declaration of a Stage 3 Response. The Public Works Director (or a designee) will consider declaring a Stage 3 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

1. The **GCWA** has initiated a Stage 3 Response under its Drought Contingency Plan.
2. Total water demand exceeds 95% of the deliverable capacity from the Missouri City Regional Water Treatment Plant (MCRWTP) for three (3) consecutive days
3. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight for five (5) consecutive days.

A Stage 3 Response may be terminated by the Public Works Director (or a designee) when the Response Conditions that triggered the initiation of a Stage 3 Response no longer prevail.

Response Measures:

The primary goal for water use (from both surface water and groundwater sources) under Stage 3 is a reduction of **15%** of water use compared to **Baseline Historical Monthly Average Water Usage** as calculated by the City. The secondary goal for Surface Water Usage under Stage 3 is a reduction of **15%** of water use compared to the **Historical Monthly Average Water Usage** as calculated by **GCWA** and approved by the City. Such a reduction in Surface Water Usage will allow the City to avoid surcharges imposed by GCWA. The Public Works Director (or a designee) may implement any of the following actions deemed necessary, and may implement other appropriate actions not listed below.

Within five (5) days of implementing (or terminating) mandatory water use restrictions, the Public Works Director (or a designee) will notify the Texas Commission on Environmental Quality (TCEQ). Notifications will be submitted to the TCEQ Public Drinking Water Section Drought Team, and will be submitted via the TCEQ-required online form, currently available at: https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws/pws-drought-contingency-plan-reporting-form. Assistance in making notifications may be obtained via e-mail to wcp@tceq.texas.gov or via phone at 512-239-4691.

General Measures:

- Notify **All Customers** that a Stage 3 Response condition exists;
- Require reductions in water use by **All Customers**; or
- Increase public awareness of drought or system conditions and measures to reduce demand.

Supply Management Measures:

- Monitor water supply (Surface Water and Groundwater) and demand and notify users by press releases of conditions as appropriate.
- Meet with customers and develop water usage reduction plans.
- Defer or delay City maintenance services (e.g. flushing of water mains, watering of City property).
- Initiate usage of reclaimed, non-potable water for **Landscape Irrigation Use**, wherever feasible.
- Explore and initiate usage alternative sources of potable water.

Stage 3 Mandatory Demand Reduction Measures

#1	Continue ALL Stage 2 Demand Reduction Measures
#2	Prohibit usage of hose-end sprinklers and automatic sprinkler systems at all times. Limit Landscape Irrigation Usage to use of hand-held hoses, hand-held buckets, or drip irrigation only. .
#3	Prohibit water use for construction purposes from designated fire hydrants, unless written permission is obtained from the Public Works Director (or a designee).
#4	Prohibit watering of golf course tees unless the golf course utilizes a water source other than that provided by the City (e.g. reclaimed, non-potable water)

Section IX.4: Stage 4 Response (Extreme Water Shortage; TCEQ “Emergency” Level)

A Stage 4 Response may be triggered when the Public Works Director (or a designee) finds that the Response Conditions warrant the declaration of a Stage 4 Response. The Public Works Director (or a designee) will consider declaring a Stage 4 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

1. The **GCWA** has initiated a Stage 4 Response under its Drought Contingency Plan.
2. Total water demand exceeds 95% of the deliverable capacity from the Missouri City Regional Water Treatment Plant (MCRWTP) for three (3) consecutive days
3. When continually falling water storage facility levels in retail storage tanks do not refill above the 50% level overnight for five (5) consecutive days.

A Stage 4 Response may be terminated by the Public Works Director (or a designee) when the Response Conditions that triggered the initiation of a Stage 4 Response no longer prevail.

Response Measures:

The primary goal for water use (from both surface water and groundwater sources) under Stage 4 is a reduction of 20% of water use compared to **Baseline Historical Monthly Average Water Usage** as calculated by the City. The secondary goal for Surface Water Usage under Stage 4 is a reduction of 20% of water use compared to the **Historical Monthly Average Water Usage** as calculated by **GCWA** and approved by the City. Such a reduction in Surface Water Usage will allow the City to avoid surcharges imposed by GCWA. The Public Works Director (or a designee) may implement of any of the following actions deemed necessary, and may implement other appropriate actions not listed below.

Within five (5) days of implementing (or terminating) mandatory water use restrictions, the Public Works Director (or a designee) will notify the Texas Commission on Environmental Quality (TCEQ). Notifications will be submitted to the TCEQ Public Drinking Water Section Drought

Team, and will be submitted via the TCEQ-required online form, currently available at: https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws/pws-drought-contingency-plan-reporting-form. Assistance in making notifications may be obtained via e-mail to wcp@tceq.texas.gov or via phone at 512-239-4691.

General Measures:

- Notify **All Customers** that a Stage 4 Response condition exists;
- Require reductions in water use by **All Customers**;
- Increase public awareness of drought or system conditions and measures to reduce demand

Supply Management Measures:

- Monitor water supply and demand and notify users by press releases of conditions as appropriate
-
- Meet with customers and develop water usage reduction plans
- Defer or delay City maintenance services (e.g. flushing of water mains, watering of City property)
- Initiate usage of reclaimed, non-potable water for **Landscape Irrigation Use**, wherever feasible.
- Aggressively explore alternative sources of potable water

Stage 4 Mandatory Demand Reduction Measures

#1	Continue ALL Stage 3 Demand Reduction Measures	
#2	Prohibit usage of hose-end sprinklers and automatic sprinkler systems at all times. Limit Landscape Irrigation Usage to use of hand-held hoses, hand-held buckets, or drip irrigation only:	
	For Customers with odd street numbers	For Customers with even street numbers:
	Tuesdays & Thursdays	Wednesdays & Fridays
	before 8:00am OR after 8:00pm	before 8:00am OR after 8:00pm
#3	Prohibit use of potable water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle unless the wash is occurring at a commercial car wash or commercial service station and cleaning the vehicle is necessary to maintain public health, safety and welfare. Any such vehicle washes may only occur between 6:00am and 10:00am, or between 6:00pm and 10:00pm.	
#4	Prohibit the filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools:	
#5	Prohibit the operation of any ornamental fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life of where such fountains or ponds are equipped with a recirculation system (approved for use by the Public Works Director or a designee).	

Under Stage 4 response conditions, the Public Works Director (or a designee) may suspend pending applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind.

Section IX.5: Stage 5 - Water Emergency Response (Emergency Water Shortage; TCEQ “Emergency” Level)

A Stage 5 Response may be triggered when the Public Works Director (or a designee) finds that the Response Conditions warrant the declaration of a Stage 5 Response. The Public Works Director (or a designee) will consider declaring a Stage 5 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

1. The **GCWA** has initiated a Stage 5 Response under its Drought Contingency Plan.
2. Major water line breaks, pump failures, or system failures occur which cause significant loss of capability to provide water service
3. Natural or man-made contamination of the water supply sources limits or prohibits the delivery of potable water
4. Stage 4 Response measures have not reduced the water usage to goal levels, and the Public Works Director (or a designee) determines the City may not be able to meet the water demands of customers.

A Stage 5 Response may be terminated by the Public Works Director (or a designee) when the Response Conditions that triggered the initiation of a Stage 5 Response no longer prevail.

Response Measures:

The goal for water use under Stage 5 is subject to the scope of the emergency. The Public Works Director (or a designee) may implement any of the following actions deemed necessary, and may implement other appropriate actions not listed below. Within five (5) days of implementing (or terminating) mandatory water use restrictions, the Public Works Director (or a designee) will notify the Texas Commission on Environmental Quality (TCEQ). Notifications will be submitted to the TCEQ Public Drinking Water Section Drought Team, and will be submitted via the TCEQ-required online form, currently available at:

https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws/pws-drought-contingency-plan-reporting-form. Assistance in making notifications may be obtained via e-mail to wcp@tceq.texas.gov or via phone at 512-239-4691.

General Measures:

- Notify **All Customers** that a Stage 5 Response condition exists;
- Require reductions in water use by **All Customers**;
- Increase public awareness of drought or system conditions and measures to reduce demand

Supply Management Measures:

- Discontinue all water system operations and correct the emergency situation to insure a safe supply of water
- Monitor water supply and demand on a constant basis and notify users by press releases of

conditions as appropriate, with notices provided at least every 4 hours.

- Issue Boil Water notices via press releases, and if necessary, published notices
- Place Fire Department on Alert
- Defer or delay City maintenance services (e.g. flushing of water mains, watering of City property)
- Initiate usage of reclaimed, non-potable water for **Landscape Irrigation Use**, wherever feasible.
- Aggressively explore alternative sources of potable water

Stage 5 Mandatory Demand Reduction Measures

#1	Continue ALL Stage 4 Demand Reduction Measures
#2	Prohibit Landscape Irrigation Water Use at all times
#3	Prohibit use of potable water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle, unless written permission is provided by the Public Works Director (or a designee).

Water deliveries to wholesale water providers will be allocated on a pro-rata basis as provided under the Texas Water Code §11.039, following the water allocation plan developed between the City and the wholesale water provider.

Section X: Emergency Water Allocation

If the supply of available potable water reaches such a low level that anticipated demand cannot be met and the health and safety of the community may be at risk, the Public Works Director (or a designee) shall be responsible for administering an allocation program under which the City may limit the times and/or days water will be pumped into the water distribution system. If necessary, this allocation may vary for areas of the City served by different storage tanks/reservoirs. Schedules of water availability in different areas of the City will be announced by press releases to all media, and may be supplemented by the distribution of circulars at businesses and public buildings throughout the City, as determined by the Public Works Director (or a designee).

Water distribution to wholesale accounts: There will be a provision in every wholesale water contract entered into or renewed by the City after adoption of this plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be allocated in accordance with Texas Water Code, §11.039.

Section XI: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the City of Missouri City for any use contrary to any provision of this Plan, as specified by the drought response stage in effect at the time as a result of action taken by Public Works Director (or a designee), in accordance with provisions of this Plan. Any violation shall be considered an infraction against the public health and sanitation of the City.
- (b) Any person who violates this Plan is guilty of a misdemeanor and shall be punishable by a fine not exceeding \$2,000.00 dollars and a surcharge of 20% applied to their current water bill. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. Services discontinued under such circumstances shall be restored only upon advance payment of a re-connection charge, as established by a schedule of fees adopted by the city council. In addition, suitable assurance must be given to the City Manager (or a designee) that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) The Public Works Director (or a designee) shall assume that the billing name for a water customer account is the person responsible for any violations to this Plan, and shall be presumed to be the violator, unless that person can submit tangible proof that another person or entity bears responsibility for the property.
- (d) An appropriate employee of the City of Missouri City may issue a citation to a person or entity in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the violator, if known, and the offense charged. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator or to an agent or employee of a violator.
- (e) In the event of water allocation, appropriate security measures should be implemented by the affected City departments
- (f) Any surcharge assessed to the City of Missouri City by the GCWA will be passed on to **All Customers** in a manner to be determined by the Groundwater Reduction Plan Oversight Committee. For the remainder of 2019, the City intends to avoid **GCWA** surcharges through the use of groundwater credits from the Fort Bend Subsidence District. The Groundwater Reduction Plan Oversight Committee will review other options regarding **GCWA** surcharges and will amend this Plan as needed to explain how the City will handle future surcharges that **GCWA** may assess.
- (g) The Groundwater Reduction Plan Oversight Committee will also review options for managing any credits assessed to the City of Missouri City by the **GCWA** as a result of the City's water conservation efforts during droughts. This Plan will be amended as needed to explain how the City will handle future credits that **GCWA** may assess.

Section XII: Variances

The Public Works Director (or a designee) may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically feasible during the duration of the water supply shortage or other condition for which the Plan is in effect.

(b) Alternative methods can be implemented which will achieve the same reduction in water use.

Persons requesting a variance or an exemption from the provisions of this Ordinance shall file a petition for variance, obtained from the Public Works Director (or a designee), with the City of Missouri City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Public Works Director (or a designee), and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this of this Plan and the compliance date.
- (h) Other pertinent information.

Variances granted by the City of Missouri City shall be subject to the following conditions, unless waived or modified by the Public Works Director (or a designee):

(a) Variances granted shall be valid only for the granted limited time period during the current situation where Stages of conservation are declared, and shall expire on the designated date or the termination of Stage 1 (and a return to non-drought conditions) in the current sequence, whichever occurs first.

(b) All variances granted shall be valid for a maximum of 90 days, at which time, if the City is still under a declared conservation period, the customer will have to re-apply for a new variance.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XIII: Severability

It is hereby declared to be the intention of the City Council of Missouri City that the sections, paragraphs, sentences, DCP City of Missouri
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clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City Council of Missouri City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Drought Contingency Plan for Gulf Coast Water Authority

Section I: Introduction

The purpose of this drought contingency plan (the Plan) for the Gulf Coast Water Authority (GCWA) is as follows:

- To conserve the available water supply in times of drought and emergency;
- To maintain supplies for domestic water use, industrial use, sanitation, and fire protection;
- To protect and preserve public health, welfare, and safety;
- To minimize the adverse impacts of water supply shortages;
- To minimize the adverse impacts of emergency water supply conditions; and
- To satisfy the requirements set forth by the Texas Commission on Environmental Quality (TCEQ) and other agencies.

A drought is generally defined as an extended period of time when an area receives insufficient amounts of rainfall to maintain or replenish the water supply, thereby causing temporary water supply shortages. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation and cooling water. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies.

This Plan addresses periods of time when: (i) the quantity of water in the Brazos River available to GCWA under its water rights, and its alternative sources of water (including contracts for stored water from the Brazos River Authority [BRA]) is insufficient to meet the demands of GCWA's water supply customers; or (ii) the capacity of GCWA's pump stations, canals or water treatment plants is insufficient to meet the demands of any water supply customers dependent on such facilities, or both.

Section II: TCEQ Requirements for Drought Contingency Plans

This Plan is consistent with TCEQ guidelines and requirements for the development of drought contingency plans by wholesale water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rules 288.20-288.22 of the Texas Administrative Code. These rules are included in *Appendix A*. As required by TCEQ rules, GCWA will review and update this Plan, as appropriate based on an assessment of any other new or updated information. GCWA will review and update the Plan no less than every five years to satisfy TCEQ requirements, or as deemed necessary by GCWA.

Section III: Public Involvement

Opportunity for the public and GCWA's water customers to provide input into the preparation of the Plan was provided by GCWA through the following measures:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper, posted notice, and notice on GCWA's website;

- Making the draft plan available on GCWA’s website;
- Providing the draft plan to anyone requesting a copy; and
- Holding eight (8) stakeholder and/or public meetings on plan development from January 2017 through August 2018.

Section IV: Water Customer Education

After the Plan is adopted, GCWA will continue to inform and educate the public and GCWA’s customers about the Plan through the following measures:

- Preparing a bulletin describing the Plan and making it available at appropriate locations;
- Making the Plan and actions taken by GCWA related to implementation of the Plan available to the public through the GCWA website and other social media outlets;
- Notifying local organizations, schools, and civic groups that GCWA staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs); and
- Notifying GCWA’s customers about the Plan, upon Plan adoption and if any Plan amendments are made.

Section V: Coordination with Regional Water Planning Groups

The water service area of the GCWA is located within the Region H water planning area as defined by the Texas Water Development Board. GCWA has provided a copy of this Plan to Region H, along with the letter shown in *Appendix B*.

Section VI: Authorization

The GCWA General Manager (the GM), or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The GM shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VII: Application of Drought Response Measures

The provisions of this Plan shall apply to all of GCWA’s customers. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, municipalities, political subdivisions, and all other legal entities.

With the exception of Section VIII.5, this Plan applies only to **GCWA Water Supplies**, including both **Run-of-River Supplies** and **GCWA Alternate Water Supplies**. **Customer Purchased Backup Water** is subject to Section VIII.5 because delivery of **Customer Purchased Backup Water** is subject to GCWA’s physical ability to transport water via GCWA’s canal and pipe systems.

The following actions will be taken when a drought stage is initiated:

- GCWA’s customers who are potentially affected by a drought or emergency (the Affected Customers) will be notified by e-mail or via GCWA’s designated emergency communications network and will be provided details of the reasons for initiation of the drought contingency stage; and
- If GCWA declares a Stage 5 - Water Emergency Response (Section VIII.5) requiring mandatory water restrictions, GCWA will notify the Executive Director of the TCEQ within

5 business days. Notifications will be made via e-mail to wcp@tceq.texas.gov.

The GM may decide not to order the implementation of a drought contingency response stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of year, existing or potential weather conditions, the anticipation of replenished water supplies, the availability of **GCWA Alternate Water Supplies**, or the anticipation that additional facilities will become available to meet needs.

Section VIII: Definitions, and Criteria and Actions Required for Drought or Emergency Response Stages for Affected Customers.

This section defines terms used in the Plan. This section also describes the criteria for and actions required for drought response stages. Defined terms are listed below, and are shown in **Bold** whenever used throughout this Plan.

- **Affected Customers:** Customers that are impacted by a particular shortage of **GCWA Water Supplies** or the delivery capacity of GCWA facilities, when compared to the water demand for such supplies or facilities. **Affected Customers** include the customers that have delivery points downstream of the circumstances that are triggering a **Stage Response**. For instance, GCWA's canal customers may be affected by events impacting diversion rate, river pump stations or canal conveyance to the point of delivery by GCWA to the customer. Similarly, GCWA's treated water customers may be impacted by events concerning the river pump stations and canal conveyances, but also storage in GCWA reservoir(s) and operation of the Thomas S. Mackey Water Treatment Plant and distribution infrastructure. The concept of Affected Customers is intended to limit the scope of drought and emergency response to only those customers directly impacted by a significant event, whether it be related to river conditions, pump station capacity, or conveyance and other infrastructure.
- **Base Water Use:** The computed monthly average usage for each individual GCWA **Firm Customer** based on that customer's actual usage during the same month during the three previous calendar years, excluding any reductions in usage as a result of implementing a Stage Response measure pursuant to this Plan.
- **Conserved Water Quantity:** The volume of water conserved by an individual GCWA customer during the implemented Stage Response, defined as the difference between the customer's Base Water Usage or Interruptible Water Usage, and actual customer usage.
- **Contributing Watershed:** The portion of the Brazos River watershed upstream of GCWA's Shannon Pump Station that is administered by the Brazos River Watermaster.
- **Customer Purchased Backup Water:** Any water supply that is secured by the customer and is assigned and managed by GCWA, or secured by GCWA for that customer pursuant to an agreement with GCWA.
- **Deliverable Capacity:** The capacity to convey water at a given point in the GCWA water delivery system, as limited by diversion/pumping capacity, conveyance capacity, treatment capacity, or other factors..
- **Excess Water Usage:** The volume of water used by an individual customer in excess of the customer's **Base Water Use** or **Interruptible Water Use**, during the implemented Stage Response.
- **Firm Customers:** Customers to which GCWA is contractually obligated to provide water for a period longer than one year. **Firm Customers** may receive **Run-of-River Supplies** and **GCWA Alternate Water Supplies**. **Interruptible Customers** are not **Firm Customers**.
- **GCWA Alternate Water Supplies:** Any water provided by GCWA other than under its **Run-of-River supplies**. **GCWA Alternate Water Supplies** include stored water contracts with BRA, and other water sources obtained or owned by GCWA.

- **GCWA Water Supplies.** Water supplies owned or contracted by GCWA, including **Run-of-River Supplies** and **GCWA Alternate Water Supplies**.
- **Interruptible Customers with Backup:** Customers to which GCWA may provide water only when sufficient **Run-of-River Supplies** are available, or when GCWA is delivering **GCWA Alternate Water Supplies** which the customer has purchased through GCWA.
- **Interruptible Customers without Backup:** Customers to which GCWA may provide water only when sufficient **Run-of-River Supplies** are available; these customers do not have access to **GCWA Alternate Water Supplies**.
- **Interruptible Water Use –** Water usage by **Interruptible Customers with Backup**, and by **Interruptible Customers without Backup**.
- **Lower Basin User’s Group** – a group of water users in the lower Brazos basin that collaboratively manages water operations to ensure efficient utilization of available water. This group will be organized by GCWA. During the summer of 2018, such a group effectively and efficiently assessed Run-of-River Flows, available Alternate Water Supplies, and customer demands to maximize water availability for all group participants.
- **Monthly Flow Target:** As determined by the GM, the flow value for each month in cubic feet per second (cfs or ft³/s) that is needed to meet the total demand for **Base Water Use** and **Interruptible Water Use** for that month, plus the estimated water diversions for that month by NRG Energy (NRG) and Dow Chemical Company at Freeport (Dow).
- **Raw Water Rate:** The raw water rate for Fund 08 Canal Division as adopted annually by the GCWA Board of Directors.
- **Run-of-River Supplies:** Water available to GCWA under its water rights 12-5168, 13-5169, 12-5171, 12-5322, or 13-5357. This water is water available from the Brazos River, Mustang Bayou, Halls Bayou, Chocolate Bayou, or Jones & Oyster Creek, and is diverted according to the State of Texas prior-appropriation system.
- **Run-of-River Flow at Hempstead:** Water within the Brazos River as measured at the US Geological Survey (USGS) gaging station #8111500 (Brazos River near Hempstead, TX). The **Run-of-River Flow at Hempstead** includes only water authorized for diversion under the State of Texas prior appropriation system, and excludes releases of stored water by BRA, **Customer Purchased Backup Water**, or other sources of flow in the river not authorized for diversion under the State of Texas prior-appropriation system.
- **Stage Response:** Any of the responses to drought or water shortage listed in Section VIII.
- **System Demand:** Demand on the GCWA system, defined as the sum of GCWA customer demands located at or downstream of a given location on the GCWA water distribution system (canals, reservoirs, water treatment plant, pump stations, and other water distribution infrastructure).

Table 1 provides a summary of pertinent drought stage response conditions, water use reduction goals, water rate surcharges and water rate credits. Items in Table 1 are explicitly described below throughout the Plan.

Table 1: Summary of Drought and Emergency Response Stages

	Stage 1 Response	Stage 2 Response	Stage 3 Response	Stage 4 Response	Stage 5 Water Emergency Response
Minimum percentage of Contributing Watershed in “Moderate Drought” or higher per the US Drought Monitor to declare Stage Response	50%	NA	NA	NA	NA
System Demand Exceeds [A]% of Deliverable Capacity to declare Stage Response :	85%	90%	95%	98%	NA
Run-of-River Supplies plus GCWA Alternate Water Supplies are less than [A]% of the Monthly Flow Target through August 31 to declare Stage Response	NA	95%	90%	85%	NA
Water Use Reduction Goal	95%	90%	85%	80%	GM discretion
Potential Surcharge	NA	2.5x	2.5x	5.0x	10.0x
Potential Credit	NA	1.0x	1.0x	1.0x	1.0x

“NA” signifies “Not Applicable”. [A] references percentage values listed in Table rows.

Section VIII.1: Stage 1 Response (Mild Water Shortage; TCEQ “Watch” Level)

A Stage 1 Response for **Affected Customers** may be triggered when the GM finds that the Response Conditions warrant the declaration of a Stage 1 Response. The GM will consider declaring a Stage 1 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

- 1) **System Demand** exceeds 85% of **Deliverable Capacity** within the GCWA system for three consecutive days (applicable to any portion thereof).
- 2) Greater than 50% (by area) of the **Contributing Watershed** is classified as being under a D1 (“Moderate Drought”) condition, or greater, as identified on the most recent United States Drought Monitor website. (Currently accessible at: <http://droughtmonitor.unl.edu/CurrentMap/StateDroughtMonitor.aspx?TX>)

A Stage 1 Response may be terminated by the GM when the Response Conditions that triggered the initiation of a Stage 1 Response no longer prevail.

Response Measures:

The goal for water use under Stage 1 is 95% of the total **Base Water Use** and **Interruptible Water Use** for all **Affected Customers**. The GM may implement any of the following actions deemed necessary, and may implement other appropriate actions not listed below:

- Notify all **Affected Customers** that a Stage 1 Response condition exists;
- Request all **Affected Customers** to initiate Stage 1 or other appropriate stage in their drought contingency plans;
- Request voluntary reductions in water use by all **Affected Customers**;
- Initiate or continue usage of **GCWA Alternate Water Supplies** to augment **Run-of-River Supplies**;
- Increase public awareness of drought or system conditions and measures to reduce demand; and
- Notify the Brazos Watermaster, NRG, and Dow that a Stage 1 Response Condition exists.

Section VIII.2: Stage 2 Response (Moderate Water Shortage; TCEQ “Concern” Level)

A Stage 2 Response for **Affected Customers** may be triggered when the GM finds that the Response Conditions warrant the declaration of a Stage 2 Response. The GM will consider declaring a Stage 2 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

- 1) **System Demand** exceeds 90% of **Deliverable Capacity** within GCWA’s conveyance system for three consecutive days (applicable to any portion thereof).
- 2) The Lower Basin User’s Group recommends further water conservation based on its collective experience managing river operations.
- 3) Water available from **Run-of-River Supplies** and **GCWA Alternate Water Supplies** is determined to be insufficient to satisfy 95% of GCWA’s **Monthly Flow Target** through August 31 of the current year (if date is on or after January 1) or through August 31 of the next year (if date is on or after September 1 of the current year).

A Stage 2 Response may be terminated by the GM when the Response Conditions that triggered the initiation of a Stage 2 Response no longer prevail.

Response Measures:

The goal for water use under Stage 2 is 90% of the total **Base Water Use** and **Interruptible Water Use** for all **Affected Customers**. If the circumstances warrant, the GM may set an alternative water use reduction goal.

The GM may implement any of the following actions deemed necessary:

- Continue or initiate any actions available under Stage 1;
- Notify all **Affected Customers** that a Stage 2 Response condition exists;
- Initiate or continue usage of **GCWA Alternate Water Supplies** to augment **Run-of-River Supplies**;
- Request all **Affected Customers** to initiate Stage 2 or other appropriate stage in their drought contingency plans;
- Request voluntary reductions in water use by **Affected Customers**;
- Meet with **Affected Customers** to determine water use on an as needed basis, identify **Affected Customers** exceeding 95% of their **Base Water Use** or **Interruptible Water Use** and encourage them to reduce their usage;

- Cease issuance of new short-term or **Interruptible Customer** contracts with the exception of contracts needed under emergency conditions;
- Terminate water deliveries to existing **Interruptible Customers without Backup**;
- Increase public awareness of drought condition and measures to reduce demand; and
- Notify the Brazos Watermaster, NRG, and Dow that a Stage 2 Response Condition exists.

If water deliveries to **Interruptible Customers without Backup** are terminated, GCWA will recalculate the **Monthly Flow Target** by excluding from the calculations the water demand of those customers.

Section VIII.3: Stage 3 Response (Severe Water Shortage; TCEQ “Priority” Level)

A Stage 3 Response for Affected Customers may be triggered when the GM finds that the Response Conditions warrant the declaration of a Stage 3 Response. The GM will consider declaring a Stage 3 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

- 1) **System Demand** exceeds 95% of **Deliverable Capacity** within GCWA’s conveyance system for three consecutive days (applicable to any portion thereof).
- 2) The Lower Basin User’s Group recommends further water conservation based on its collective experience managing river operations.
- 3) Water available from **Run-of-River Supplies** and **GCWA Alternate Water Supplies** is determined to be insufficient to satisfy 90% of GCWA’s Monthly Flow Target through August 31 of the current year (if date is on or after January 1) or through August 31 of the next year (if date is on or after September 1 of the current year).

A Stage 3 Response may be terminated by the GM when the Response Conditions that triggered the initiation of a Stage 3 Response no longer prevail.

Response Measures:

The goal for water use under Stage 3 is 85% of the total **Base Water Use** and **Interruptible Water Use** for all **Affected Customers**. If the circumstances warrant, the GM may set an alternative water use reduction goal.

The GM may implement any of the following actions deemed necessary:

- Initiate or continue any actions available under Stage 1 and Stage 2;
- Notify all **Affected Customers** that a Stage 3 Response condition exists;
- Continue usage of **GCWA Alternate Water Supplies** to augment **Run-of-River Supplies**;
- Continue to coordinate with **Affected Customers** to determine water use on as needed basis, identify **Affected Customers** exceeding 90% of their **Base Water Use** or **Interruptible Water Use**, and encourage them to reduce their usage;
- Request all **Affected Customers** to initiate Stage 3 or other appropriate stage in their drought contingency plans;
- Encourage **Affected Customers** to initiate or continue use of any alternate water supplies available to them
- Terminate **Run-of-River Supplies** for **Interruptible Customers with Backup**, thereby limiting such customers to only obtaining water from **GCWA Alternate Water Supplies**, if any;

- Increase public awareness of drought condition and measures to reduce demand; and
- Notify the Brazos Watermaster, NRG, and Dow that a Stage 3 Response Condition exists.

If the water deliveries of **Run-of-River Supplies** to **Interruptible Customers with Backup** are terminated, GCWA will recalculate the **Monthly Flow Target** by excluding from the calculations the water demand of those customers.

Section VIII.4: Stage 4 Response (Extreme Water Shortage; TCEQ “Emergency” Level)

A Stage 4 Response for Affected Customers may be triggered when the GM finds that the Response Conditions warrant the declaration of a Stage 4 Response. The GM will consider declaring a Stage 4 Response when at least one of the following Response Conditions is satisfied:

Response Conditions:

- 1 **System Demand** exceeds 98% of **Deliverable Capacity** within GCWA’s conveyance system for three consecutive days (applicable to any portion thereof).
- 2 The Lower Basin User’s Group recommends further water conservation based on its collective experience managing river operations.
- 3 Water available from **Run-of-River Supplies** and **GCWA Alternate Water Supplies** is determined to be insufficient to satisfy 85% of GCWA’s Monthly Flow Target through August 31 of the current year (if date is on or after January 1) or through August 31 of the next year (if date is on or after September 1 of the current year).

A Stage 4 Response may be terminated by the GM when the Response Conditions that triggered the initiation of a Stage 4 Response no longer prevail.

Response Measures:

The goal for water use under Stage 4 is 80% of the total **Base Water Use** for all **Affected Customers**. If the circumstances warrant, the GM may set an alternative water use reduction goal.

The GM may implement any of the following actions deemed necessary:

- Initiate or continue any actions available under Stages 1, 2 and 3;
- Notify all **Affected Customers** that a Stage 4 Response condition exists;
- Continue usage of **GCWA Alternate Water Supplies** to augment **Run-of-River Supplies**;
- Continue to coordinate with **Affected Customers** to determine water use, identify **Affected Customers** exceeding 85% of their **Base Water Use** and encourage them to reduce their usage;
- Request all **Affected Customers** to initiate Stage 4 or other appropriate stage in their drought contingency plans;
- Encourage **Affected Customers** to initiate or continue use of any alternate water supplies available to them
- Terminate all water delivery to **Interruptible Customers with Backup**.
- Request relief from the Brazos Watermaster, and if necessary, make a priority call to enforce GCWA’s senior water rights.
- Increase public awareness of drought conditions and measures to reduce demand; and
- Notify the Brazos Watermaster, NRG, and Dow that a Stage 4 Response Condition exists.

When the water deliveries to **Interruptible Customers with Backup** are terminated, GCWA will recalculate the **Monthly Flow Target** by excluding from the calculations the water demand of those customers.

Section VIII.5: Stage 5 - Water Emergency Response (Emergency Water Shortage; TCEQ “Emergency” Level)

A Stage 5 Water Emergency Response for **Affected Customers** may be triggered when the GM finds that conditions warrant the declaration of a water emergency response due to:

- 1) A major GCWA system failure leading to loss of water service,
- 2) The water supply becoming contaminated and unusable, or

A Stage 5 response may be terminated by the GM when the circumstances that triggered the initiation of Stage 5 no longer prevail.

The goal for water use reduction under a water emergency response is subject to the scope of the emergency. The GM may order the implementation of any of the actions listed below as deemed necessary. The water emergency response measures are as follows:

- Continue or initiate any actions available under Stage 1, 2, 3, and 4
- Notify all **Affected Customers** that an emergency condition exists and meet with **Affected Customers** as appropriate to inform them of the specific nature of the emergency condition
- Require **Affected Customers** to initiate the emergency or other appropriate stage in their drought contingency plan
- Initiate pro-rata distribution of available water under TWC §11.039
- Notify the Brazos Watermaster, if applicable

Under Stage 5, GCWA will notify TCEQ of its emergency conditions and the imposition of mandatory reductions in water use by **Affected Customers**. GCWA will notify TCEQ within five (5) days of initiation and termination of Stage 5 conditions. Notifications will be submitted to the TCEQ Public Drinking Water Section Drought Team, and will be submitted via the TCEQ-required online form, currently available at: https://www.tceq.texas.gov/drinkingwater/homeland_security/security_pws/pws-drought-contingency-plan-reporting-form. Assistance in making notifications may be obtained via e-mail to wcp@tceq.texas.gov or via phone at 512-239-4691.

Section IX: Pro Rata Water Distribution

In the event one or more Stage 5 Response Conditions specified herein have been met, the GM is hereby authorized to initiate distribution of water supplies on a pro-rata basis among all **Affected Customers**. The distribution will be in accordance with Texas Water Code, §11.039.

Section X: Enforcement

Section X.1 Surcharge

Under Stage 2 or Stage 3 Response Conditions, **Affected Customers** shall pay the following surcharge on their monthly **Excess Water Usage**, calculated as follows:

Excess Water Usage multiplied by **2.5** times the individual customer’s **Raw Water Rate**.

Under Stage 4 Response Conditions, **Affected Customers** shall pay the following surcharge on their monthly **Excess Water Usage**, calculated as follows:

Excess Water Usage multiplied by **5.0** times the individual customer's **Raw Water Rate**.

Under Stage 5 Response Conditions, **Affected Customers** shall pay the following surcharge on their monthly **Excess Water Usage**, calculated as follows:

Excess Water Usage multiplied by **10.0** times the individual customer's **Raw Water Rate**.

Overage payments made by any customers under the terms of the customer's contract(s) with GCWA shall be credited against any surcharge for **Excess Water Use** assessed under this Plan.

Revenues obtained by GCWA from the Surcharges will be deposited or credited to Fund 08 Canal Division.

Section X.2 Credits

Under Stage 2, Stage 3, or Stage 4 Response conditions, **Affected Customers** which achieve the applicable water use reduction goal shall receive a conservation incentive payment based on their **Conserved Water Quantity**, calculated as follows:

Conserved Water Quantity multiplied by **1.0** times the individual customer's **Raw Water Rate**.

Section XI: Variances

The GM may, in writing, grant a variance to a GCWA customer for a specified period of time for water uses otherwise prohibited or managed under this Plan, if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the GCWA customer,
- A customer's calculated **Base Water Use or Interruptible Water Use** is incorrectly or inappropriately computed,
- A customer's recent or pending increase or decrease in contract water volume for example through obtaining additional GCWA contracts, contract amendments, exercising of contract options, or by other mechanisms) renders historical usage no longer reflective of current water demands,
- Compliance with this Plan cannot be accomplished due to technical, legal, or other limitations, or
- Alternative methods that achieve the same level of reduction in water use may be implemented.

Variance requests regarding **Base Water Use or Interruptible Water Use** must provide a description of why the original GCWA-calculated **Base Water Use or Interruptible Water Use** either under or over-estimates reasonably expected customer usage. The extenuating circumstances justifying a variance may include, but are not limited to, meter malfunction, planned or emergency shut-downs of industrial facilities, damage or required maintenance to conveyance facilities, and anticipated growth in demand beyond the historic three-year period.

All petitions for variances will be in writing and should include the following information:

- Name and address of the petitioner(s),
- Purpose of water use,
- Specific changes or provisions from which relief is requested,

- Detailed statement of any adverse effect of the provisions for which a variance is requested,
- Description of the change or relief requested, including providing a detailed justification of the change or relief,
- Period of time for which the variance is sought,
- Alternative measures that will be taken to reduce water use (if applicable), and
- Other pertinent information.

Variances may be granted or denied at the discretion of the GM. However, if a variance request is denied, the GM shall provide in writing to the petitioner a reasoned justification for the denial of the variance. If the GM does not grant or deny a variance within 10 days from receipt of the variance request, the request is automatically denied, and the petitioner may appeal the denial directly to the GCWA Board of Directors.

Section XII: Appeals

- Generally.* The Board of Directors shall hear and decide applications for appeals of interpretations and of variances from: (i) the requirements of this Plan or other orders of GCWA, and (ii) actions of GCWA's officers relating to permits, licenses, variances or other special permissions.
- Who may apply; when to file.* Any person aggrieved by an applicable regulation or action may apply for an appeal. Applications must be filed, in writing, within 20 calendar days following the time the person knows of the requirement or action in question. The Board, for good cause shown, may extend the time for filing. Grievances not made in writing and filed within the time prescribed are waived.
- Special requirements for appeal of variance decisions by GM.* Variances shall only be issued to the minimum extent necessary to afford relief, and variances shall only be issued upon:
 - (1) Showing a good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in unusual hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, nuisances, fraud on or victimization of the public, or a conflict with existing laws or orders.
- Conditions.* Upon consideration of the factors noted above, the Board of Directors may attach such conditions to variances as it deems necessary to further the purpose and objectives of this Plan or other applicable orders of the Board or regulations of the State.
- Finality.* Board of Director's decisions on appeals, interpretations and variances control over decisions by any other officer or body of GCWA. No decision of the GCWA is final until: (i) it is officially made by an officer or body authorized to do so, and (ii) all applicable administrative remedies, as allowed by this section, are exhausted."

Section XII: Severability

It is hereby declared to be the intention of the GCWA that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections

of this Plan, since the same would not have been enacted by the GCWA without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section XIII: Implementation

This Plan was adopted by the Gulf Coast Water Authority via a resolution passed by the Board of Directors on December 6, 2018. A copy of this resolution may be found in *Appendix C* of this document.

As part of the implementation process, GCWA will initiate and maintain an ad-hoc Drought Contingency Advisory Committee. The Committee will be administered by GCWA. The Committee will be comprised of representatives from each of the industrial customers, major municipal treated water customers and agriculture. The Brazos River Watermaster will be an ad-hoc member. The Committee will meet with GCWA twice each year to:

- Review information on river flow and BRA reservoir levels, and drought conditions in the Brazos River Basin.
- Monitor the running computation of Base Water Use and Interruptible Water Use for each customer.
- Receive information on water use, conservation and drought contingency planning by GCWA, NRG, and Dow.
- Provide feedback to GCWA on the implementation of the Plan.
- Receive information from GCWA on its acquisition of Alternate Water Supplies.

Adopted December 6, 2018



**Council Agenda Item
May 6, 2019**

8. **APPOINTMENTS**– *There are no Appointments on this agenda.*
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CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 9(a) Authorize the City Manager to execute a Professional Services Contract with Martinez Architects for the design of Fire Station No. 6 along with space evaluations for Fire Administration and Public Safety Headquarters.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

The Department of Public Works requests authorization for the City Manager to enter into a Professional Services Contract with Martinez Architects for the design of Fire Station No. 6 along with space evaluations for Fire Administration and Public Safety Headquarters (PSHQ).

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The project consists of designing Fire Station 6, along with space evaluations for Fire Administration and PSHQ for potential relocation of staff to the new Fire Station.

In November 2018, Public Works along with the Purchasing Division, prepared and advertised a Request for Qualification (RFQ # 19-020). Notices were published in the local newspaper; the City's website and the State of Texas Electronic State Business Daily site.

In accordance with the Council adopted 2013 Consultant Selection Policy, a Staff Selection Committee evaluated the submitted statement of qualifications from 22 firms for this project. The selection committee included representation from the Fire Department. Further, five (5) short listed firms were presented to the Planning, Development and Infrastructure (PDI) Committee on February 18, 2019.

The PDI Committee authorized staff to conduct interviews with the five (5) short-listed firms. Based on these interviews, the Staff Selection Committee found Martinez Architects to be the most qualified firm for this particular project. The recommendations from the Staff Selection Committee was presented to the (PDI) committee on March 18, 2019. The PDI committee authorized staff to move forward to negotiate a Professional Services Contract with Martinez Architects.

Based on the scope of services required and the fees negotiated with Martinez Architects, the total contract amount will be \$541,250.00.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
General Bond	404-58400-14-999-40028	40028/Fire Station #6	\$1,000,000	\$1,000,000	\$541,250

Purchasing Review: Shannon Pleasant, CTPM - Procurement and 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. Martinez Architects, proposal and scope of services
2. Proposed Fire Station No. 6 Location Map
3. Staff selection committee ranking after interviews of the five short-listed firms

STAFF'S RECOMMENDATION

Staff recommends that City Council authorize the City Manager to enter into a Professional Services contract with Martinez Architects in the amount of \$541,250.00

Director Approval: Shashi K. Kumar

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



April 9, 2019

RE: Proposal for Architectural and Design Services
Intersection of Lake Olympia Pkwy. and Vicksburg Blvd.
Missouri City, Texas 77489

Ms. Kokes:

Thank you for the opportunity to assist in the development of the property located at the intersection of Lake Olympia Pkwy. and Vicksburg Blvd. in Missouri City, Texas. The site improvements shall include the development of a new Fire Station No. 6 and alternate to relocate Fire Administrative personnel from the Public Safety Headquarters located at 3849 Cartwright Road. Additionally, our basic scope of services shall include the evaluation of the Public Safety Headquarters to reallocate interior space vacated by the Fire Administrative personnel.

Our fee proposal is inclusive of full Architectural and Engineering Services necessary from preliminary design phase to construction administration services during construction. Within the scope of work, we will provide the following services:

- Provide complete Architectural and Engineering Service documents and specification to permit, bid and construct the programmed facility through the following disciplines and deliverables:
 - Programming
 - o Project Meetings
 - Owner/Architect to coordinate monthly meetings to discuss and program the project
 - Provide regular updates and progress of programming
 - Schematic Design
 - o Project Meetings
 - Owner/Architect to coordinate monthly meetings to discuss and program the project
 - Provide regular updates and progress of programming
 - Council meeting/presentation to present the project design intent
 - o Cost Estimating
 - At 100% Schematic Design – project budget to be established
 - Provide Owner with plans and project documents in pdf format
 - Design Development
 - o Project Meetings
 - Owner/Architect to coordinate monthly meetings to discuss and program the project



- Provide regular updates and progress of programming
- Cost Estimating
 - At 100% Design Development – project budget to be updated based on building component and systems integration into the building design
 - Provide Owner with plans and project documents in pdf format
- Construction Documents
 - Project Meetings
 - Owner/Architect to coordinate monthly meetings to discuss and program the project
 - Provide regular updates and progress of construction document completion
 - Council meeting/presentation to present the project design intent
 - Update the anticipated schedule
 - Geotechnical and Material Testing
 - Provide geotechnical evaluation and report of the subject property
 - Provide borings at the building pad – (2) 20-foot bores
 - Provide borings at the surface paving – (2) 10-foot bores
 - Construction Materials Testing
 - Observe and report on construction phase material testing including but not limited to the following
 - Field density testing for site fill, utility fill and paving subgrade
 - Gradation testing of paving subgrades
 - Observation of drilled underreamed pier construction
 - Observation and testing of the structural steel construction
 - Concrete sampling and testing of structural and paving concrete
 - Grout sampling and testing of masonry
 - Laboratory testing of soil materials such as moisture density and compressive strength testing of concrete, mortar and grout
 - Project management through the duration of the project
 - Landscaping and Irrigation
 - Tree Survey designating existing trees to remain and to be protected and which are to be removed. Tagging and identifying size and common name.
 - Provide Landscape Plan specifying the treatment of all exterior landscaping areas within the limits of the property boundary. Calculations conforming to the requirements of the authority having jurisdiction.



- Design Irrigation Plan and layout of pvc pipes, irrigation heads, controllers, and accessories for a fully operational system. System shall be designed to conserve water and limit operational and maintenance costs.
- Topographical Survey
 - Design Team shall provide a topographical survey in AutoCAD format for the use of engineering and permitting.
- Domestic and Sanitary Utilities
 - Design Team shall provide utility tie-ins within the right-of-way of Lake Olympia Pkwy. – along the extent of the property line of the project site.
 - Coordination with the authorities having jurisdiction for water and wastewater utilities.
- Electrical and Gas Utilities
 - Design Team shall provide utility tie-ins within the right-of-way of Lake Olympia Pkwy. – along the extent of the property line of the project site.
 - Coordination with the authorities having jurisdiction for electrical and gas utilities.
- Private Construction Plans
 - Prepare a dimensioned site plan and prepare construction plans for the following:
 - Grading plan to establish finish floor elevations and to establish paving elevations on driveways and parking areas.
 - Identify storm water calculations for the preparation of construction plans for storm sewer design
 - Prepare and issue final signed and sealed construction plans for permitting by Civil Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Storm Water Prevention Plan
 - Prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will include drawings showing where all the construction phase best management practices will be located written narratives describing how often they will be inspected, and how to document the inspections.
- Building Structure
 - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
 - Structural Plans to be provided by a licensed engineer and shall include foundation plans and details, structural components to support all components of building including collateral and lateral loads, dead loads, etc.
 - Prepare and issue final signed and sealed construction plans for permitting by Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Systems



- Design of systems within the facilities including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.
- Kitchen Design and Consulting Services for residential appliances design.
- Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Permitting
 - Coordinate ADA review and inspection of the facility with the State of Texas.
 - Coordinate all permitting submission(s) as required with the Authority having Jurisdiction
 - All Permitting Fees, if required, shall be reimbursed by the Owner.
- Cost Estimating at the following intervals:
 - 30% Construction Documents
 - 60% Construction Documents
 - 90% Construction Documents
 - 100% Construction Documents
 - Provide Owner with plans and project documents in pdf format
- Bidding
 - Coordinate with the Owner solicitation for Request for Proposal
 - Competitive Sealed Proposal delivery method
 - Council meeting/presentation to present the recommendation for General Contractor
 - Update the anticipated construction schedule
- Construction Administration
 - Bi-weekly site observation
 - Bi-weekly observation reports
 - Monthly project reports
 - Council meeting/presentation to present the final project design and completion of the project
- Reimbursable Expenses
 - Reimbursable expenses are anticipated to not exceed \$5,000.00
 - Permitting Fees (if applicable)
 - TD&R registration and inspection fee
 - Printing expenses
 - Additional council meetings/presentations not listed above can be requested and coordinated throughout the duration of construction at \$250 per meeting/presentation



Base Fee:

Fee will be invoiced for a lump sum not to exceed \$345,000.

Alternate 1 Scope of Work:

Additional scope of work shall include the relocation of Fire Administrative personnel from the Public Safety Headquarters located at 3849 Cartwright Road to new Fire Station No. 6. The scope of work shall include Architectural and Engineering drawing and specifications to renovate the Public Safety Headquarters interior spaces vacated by the Fire Administrative personnel.

Alternate 1 Fee:

Fee will be invoiced for a lump sum not to exceed \$55,250.

Alternate 2 Scope of Work:

Additional scope of work shall include onsite construction observation during the course of construction activities. Observations shall occur at a minimum of 3 visits on a weekly. Site observation reports and updates shall be provided to the client at regular intervals. Additional observations shall be provided on an as needed basis at no additional charge.

Alternate 2 Fee:

Fee will be invoiced for a lump sum not to exceed \$52,000.

Alternate 3 Scope of Work:

Programming/Schematic Design for overall cost estimate for design and administration/management services for scope of work beyond current budget. This shall include review of additional land adjacent to current site selection. Site evaluation, topographical survey, boundary survey, environmental site assessment, geotechnical report, building design/documentation, construction administration and management services.

Alternate 3 Fee:

Fee will be invoiced for a lump sum not to exceed \$84,000.

Grand Total Amount \$ 541,250.00



Invoicing:

Our fee is to be paid in installments at various completed stages throughout the project as noted below:

Programming	05%
Schematic Design	10%
Design Development	10%
Construction Documents	35%
Permitting / Bidding	05%
Construction Administration	35%

Service Exclusions:

Revisions or additional work outside the initial phase of the project shall be conducted under separate contract as additional service charges. All permitting fees are to be reimbursed by the Owner. ADA review and inspection fees are to be reimbursed by the Owner. All printing costs are to be reimbursed by the Owner. Additional council meetings/presentations not specifically identified shall be reimbursed by the Owner.

Ms. Kokes – we appreciate the opportunity to work with you, and we look forward to a successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ricardo Martinez", is written over a horizontal line.

Ricardo Martinez, AIA, LEED AP, NCARB
Martinez Architects

Mark Law

From: Ricardo Martinez <ricardom@martinez-architects.com>
Sent: Thursday, April 18, 2019 1:36 PM
To: Mark Law; Jessica Kokes
Cc: Justin Myers
Subject: Missouri City Fire Station No. 6 - Martinez Architects
Attachments: Martinez Architects Proposal Letter - Missouri City.pdf

I have revised the proposal amendment based on our recent conversation. I included input from our consultants for the anticipated additional work if the city wishes to proceed beyond the original program. You should have all our insurance policies – previously sent. If you have any questions, please feel free to contact us.

Below is a list of our consultants:

Geotechnical – Ninyo & Moore
Civil – S&G Engineers
Landscape – Evergreen Design
Structural – Matrix Engineers
MEP/T – DBR Engineers

Thank you.

Ricardo Martinez, AIA, NCARB, LEED AP

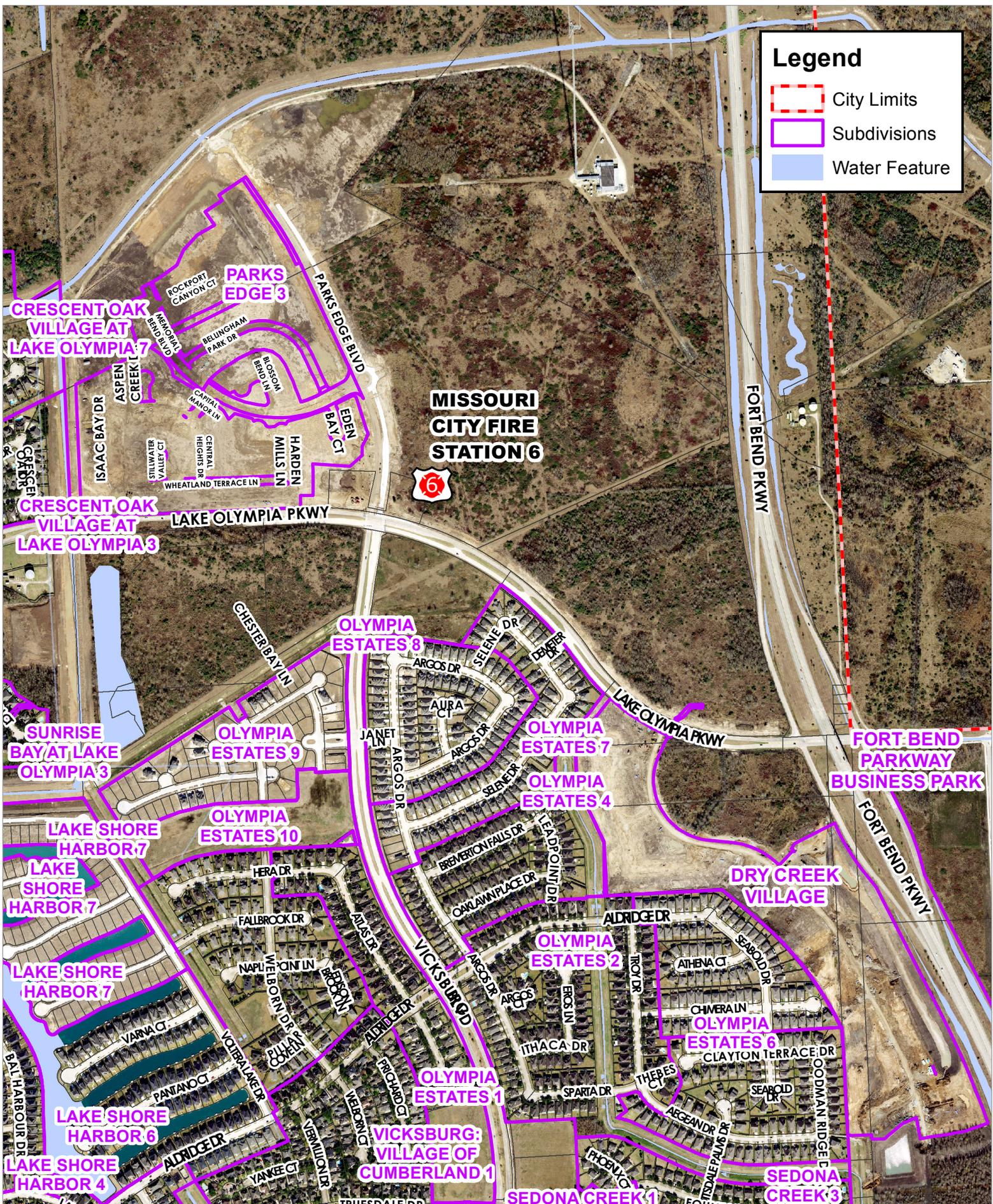
Principal | Martinez Architects, LP
900 Rockmead, Suite 250
Houston, TX 77339

[281.346.7371](tel:281.346.7371) | www.martinez-architects.com



Legend

-  City Limits
-  Subdivisions
-  Water Feature



Map By:
GIS Division
April 2019



Proposed Fire Station NO. 6

0 500 1,000 2,000 Feet

Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. 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.

Document Path: X:\GIS Team\Molly\2019\Requests\Fire_station_6_Shashi_and_VFire_District_6_Size_8.5x11_April2019.mxd

RFQ #19-020
Engineering Design Services for Fire Station #6
Tier 2 Committee - Interview Scores

	Firm	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	Totals	AVG
1	Martinez	92	100	99	98	97	486	97
2	Brown Reynold	90	98	95	95	92	470	94
3	PGAL	83	96	75	87	92	433	87
4	Joiner	70	95	78	84	82	409	82
5	Prozign	58	89	49	81	65	342	68



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 6, 2019

To: Mayor & Council
Agenda Item: 9(b) Update on RFP for Municipal Court and Alarm Collection Services
Submitted by: Brittany Rychlik, Director of Court Services
 Shannon Pleasant, Procurement & Risk Manager

SYNOPSIS

Staff recommends awarding a contract for municipal court and alarm collection services.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The current collection contract for fines and fees and false alarms is expiring on June 30, 2019. The Purchasing Office issued the Request for Proposals (RFP) No. 19-012 for Municipal Court and Alarm Collection Services on February 4, 2019. RFP 19-012 was advertised in the Fort Bend Independent newspaper for two consecutive weeks as well as posted the solicitation websites Demandstar and TX Smart Buy. Responses were originally due on March 5, 2019, however the deadline was extended till March 19, 2019, due to a number questions from potential proposers. Three responses were received. They were from (in alphabetical order):

- Linebarger, Goggan, Blair & Sampson, LLP
- McCreary, Veselka, Bragg & Allen, PC
- Perdue, Brandon, Fielder, Collins & Mott, LLP

The responses were evaluated and ranked by a staff evaluation committee. The staff evaluation committee consisted of representatives from Court, IT, Finance, and City Manager's Office. Each evaluator independently scored each proposal. The staff recommendation was presented to the Finance and Services Committee on April 10, 2019. This agenda item was tagged on the meeting held on 4/15/2019.

BUDGET/FISCAL ANALYSIS

Pursuant to state law, a 30 percent fee is assessed to the outstanding total amount of fines as a compensation to the firm for the amounts they are responsible for collecting. There is no fiscal impact to the City.

Funding Source	Account Number	Project Code/Name	FY Funds Budgeted	FY Funds Available	Amount Requested
N/A	N/A	N/A	N/A	N/A	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. MVBA proposal and scope of services
2. Tabulation Scores
3. Presentation

STAFF'S RECOMMENDATION

Staff's recommendation is to award the contract to McCreary, Veselka, Bragg & Allen, PC, which is the firm that scored the highest during the evaluation process.

Director Approval: **Brittany Rychlik**

**Assistant City Manager/
City Manager Approval:** **Anthony J. Snipes, City Manager**



McCreary Veselka Bragg & Allen P.C. Attorneys at Law

Proposal for:

City of Missouri City, Texas

RFP # 19-012

**Municipal Court and Alarm Collection
Services**

Due March 5, 2019, 2:00 pm

Prepared by:

McCreary, Veselka, Bragg & Allen P.C.

700 Jeffrey Way Suite 100

Round Rock, TX 78665

800-369-9000

Contacts:

Steven Whigham/Director of Collections



FEBRUARY 4, 2019

**REQUEST FOR PROPOSALS NO. 19-012
FOR MUNICIPAL COURT AND ALARM COLLECTION SERVICES
FOR THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this Request for Proposals (RFP) for evaluation services of the City's golf operation, must be received by the specified due date at the City of Missouri City, City Hall located 1522 Texas Parkway, Missouri City, Texas 77489. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp> or <https://www.demandstar.com/Default.asp>

Responses received after the specified date and time will not be accepted.

SUBMIT RESPONSES TO:
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

SUBMIT NO LATER THAN:
Tuesday, March 5, 2019
2:00 PM., CST

MARK ENVELOPE:
"RFP No. 19-012 Municipal Court and Alarm
Collection Services"

McCreary, Veselka, Bragg & Allen P.C.

LEGAL NAME OF CONTRACTING COMPANY

Steven Whigham

Director of Collections

CONTACT PERSON TITLE

512-323-3200 ext 275

512-323-3210

steve.whigham@mvalaw.com

TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS

700 Jeffrey Way Suite 100

Round Rock, TX

78665

COMPLETE MAILING ADDRESS CITY/STATE ZIP

AUTHORIZED SIGNATURE

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EXHIBITS

- 1. Sample Reports**
- 2. Sample Letters**
- 3. Sample Telephone Scripts**
- 4. Third Party Debt Collectors Bond**
- 5. Certificate of Insurance**
- 6. Certificate of Account Status**
- 7. Member of the American Collectors Association of Texas**
- 8. Member of the American Collectors Association International**
- 9. Missouri City RFP # 19-012 Municipal Court and Alarm Collection Services**

mvba Going Further™...

700 Jeffrey Way, Suite 100
P.O. Box 1310
Round Rock, Texas 78680

March 5, 2019

City of Missouri City, Texas
1522 Texas Parkway
Missouri City, Texas 77489

Re: RFP # 19-012 Municipal Court and Alarm Collection Services

Ladies and Gentlemen:

McCreary, Veselka, Bragg & Allen P.C., (MVBA) is pleased to submit our proposal for collection services for the City of Missouri City. MVBA understands that the City is seeking a complete municipal court and alarm collection solution that helps you achieve your highest priority objectives. For over 55 years MVBA has been a leader in providing governmental collection services. With our extensive history of success in providing these services, we believe MVBA to be an excellent choice in providing municipal collection services for the City.

We are committed to providing the best delinquent collection program available to the City, including all of the services outlined in this Request for Proposal (RFP). Our response to this RFP outlines how we provide each of those services. The Firm guarantees the City will be kept well informed of the status of the collection program and the progress of our efforts through continuous personal communication and consistent reporting. MVBA is committed to providing additional services (at no charge to the City) that will increase efficiencies and further enhance the collection program.

The person authorized to make representation and bind MVBA in this proposal are:

Steven W. Whigham
Director of Collections
700 Jeffrey Way, Suite 100
Round Rock, Texas 78665
512-323-3200 ext 275

We appreciate your consideration and look forward to the prospect of serving the City. Should you have any questions, please contact me at 512-323-3200 ext. 275 or swhigham@mvalaw.com.

Sincerely,



Steven W. Whigham
Director of Collecitons

2.1 COLLECTION PROCEDURES

a. COLLECTION METHODOLOGY

Project Management Plan

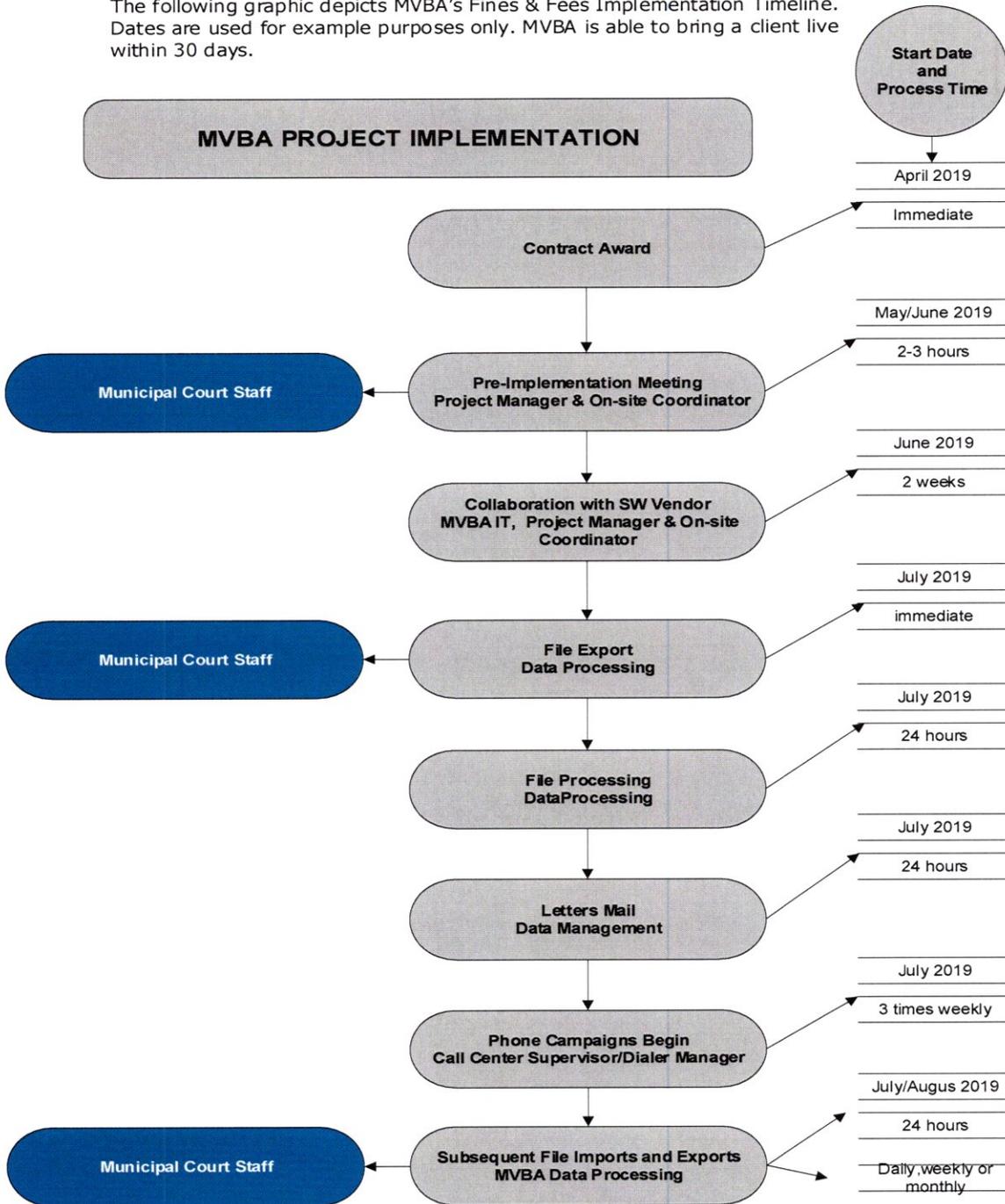
The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients similar to Missouri City. The City is assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, providing the city and court is ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt. Each department is treated as a separate client and your MVBA Project Manager meets with each department to implement services.

After a thorough pre-implementation meeting with MVBA staff and City staff, goals and timelines are established. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the City's time-lines, guidelines and processes. Your MVBA Project Manager ensures your needs are considered every step of the way - from project implementation and throughout the execution of the contract. These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of client, secure FTP set-up
- Review of the court and accounts receivables work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program
- Ongoing on-site consultation and reporting (monthly, quarterly or as frequently as needed).

PROJECT IMPLEMENTATION TIMELINE – GO LIVE WITHIN 10 DAYS

The following graphic depicts MVBA’s Fines & Fees Implementation Timeline. Dates are used for example purposes only. MVBA is able to bring a client live within 30 days.



COLLECTION PROGRAM HIGHLIGHTS

COMPREHENSIVE CASE ANALYSIS

Once the City's cases are uploaded into the MVBA computer system, our staff reviews them critically. We identify defendants that require immediate attention and devise strategies for initiating appropriate collection procedures. We determine the distribution of dollars by year and the status of each case. In turn, you receive an inventory report which ensures the accuracy of the information uploaded into our system.

ELECTRONIC ADDRESS/PHONE NUMBER UPDATING

To ensure that MVBA has the latest address and phone number information for City of Missouri City defendants, we process your names, addresses and phone numbers through various electronic research programs. The electronic data research programs used include Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acolloid. All new information is electronically updated to our computer system and made ready for the collection process.

SCHEDULED WRITTEN NOTIFICATION

MVBA mails notices within 24 hours of receiving your delinquent case information. Subsequent mailings follow a work calendar that we develop with you. Our notices have been proven to increase the number of cases you resolve and your revenues. All of MVBA's letters are in both English and Spanish, and comply with federal and state collection laws.

Letters are tailored to the case status of each defendant. They state the description, location and date of the event, the amount due, telephone contact number and online payment information. A tear-off portion and envelope for return payment is also included. All letters are subject to the approval of the City and MVBA is able to customize letters as well.

AUTOMATED TELEPHONE NOTIFICATION

Beyond letters, MVBA uses an automated call system to maximize defendant contact rate and increase your revenues. Defendants are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with defendants (only between 8 am and 7 pm, Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the City. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip tracing department.

EXPERT, PRODUCTIVE STAFF

When your defendants contact MVBA by telephone or by written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with debtors.

Internal review and productivity goals are part of our ongoing expectations for staff. MVBA's floor supervisor routinely audits all collection specialists to ensure compliance with MVBA's collection approach. Coaching or retraining may be undertaken when necessary.

In addition, specialists have collection goals. This allows MVBA to evaluate the collection results and the effectiveness of each specialist.

ELECTRONIC ADDRESS CORRECTION FOR RETURNED MAIL

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the case is automatically updated and flagged for re-mailing. If not, the case is flagged as having received returned mail and is forwarded to our skip tracing department for more research.

INTERACTIVE SKIP TRACING

Once electronic solutions fail, the City's cases move to MVBA's Skip Tracing Department. Personal intervention is sometimes vital to successfully locating and resolving cases with bad addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases to manually skip trace your cases.

CASE RECALLING ON DEMAND

City of Missouri City may recall cases for any reason. When cases are recalled or cancelled, MVBA is able to produce an electronic notification in report format to the Court/City to confirm cancellation of cases.

DEFENDANT ONLINE INQUIRY

Your defendants need to be able to review their case information and payment history. Empowering them with information and with convenient payment options are critical to successful collection.

Debtors learn about our secure web site, www.paymvba.com, in each letter they receive from MVBA. Along with this information, they receive a unique reference number, giving them convenient and safe online access.

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services

DEFENDANT PAYMENT OPTIONS – PAY CLIENT ONLY

MVBA notifies defendants by letter and phone call to pay the amount due directly to the Court/City by cashier's check, money order and credit card or electronic check if the Court/City can accept that method of payment. The next business day, MVBA forwards all checks made payable to the Court, City or MVBA but mailed to our office.

CLIENT WEB ACCESS

With Client Web Access, you can see exactly what has been accomplished on the City of Missouri City's cases ---at your convenience. Security is guaranteed with your secure login. Online, you can review collection activity reports, view contact center activity, access individual debtor information, and much more. The City may have an unlimited number of user logons.

COMPLAINT/DISPUTE RESOLUTION

Your defendants receive the same exceptional service, professionalism and ethical treatment that you do. Our goal is to have no complaints about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

Upon oral or written notification of a complaint or dispute, we immediately suspend all collection activity pending case review. We enter the information into our Professional Practice Management Tracking System, which automatically emails our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint or dispute.

All phone calls into the MVBA contact center are recorded. MVBA has the ability to email the City a call recording in a .wav file or other format upon request.

The tracking system monitors and sends automatic reminders to ensure the matter is resolved within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the matter to executive management. This means the City of Missouri City can be confident that matters are resolved timely.

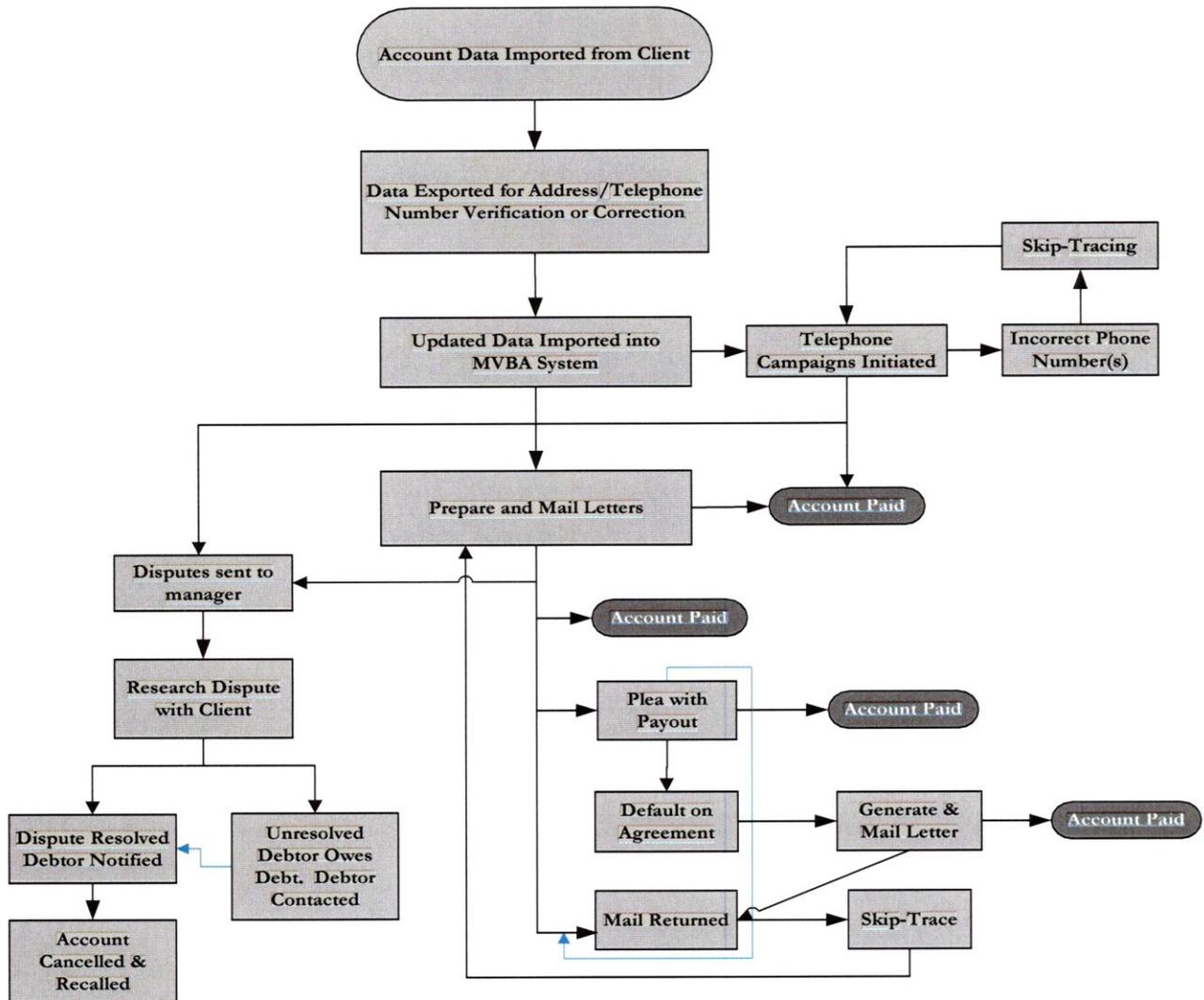
WARRANT ROUND-UP AND/OR AMNESTY PROGRAMS

MVBA assists all clients who participate in warrant round-up and/or amnesty programs. We mail special letters and conduct specialized telephone campaigns that have greatly increased collections for the courts. These specialized mailings and telephone campaigns are used to supplement the efforts of each court and generate a greater response.

City of Missouri City, Texas
 RFP # 19-012 Municipal Court and Alarm Collection Services

COLLECTION PROGRAM FLOWCHART

The following flow chart illustrates MVBA's collection methodology in resolving outstanding cases.



DETAILED COLLECTION METHODOLOGY

1. MVBA accepts case data in any format. We have specially designed programs which provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data received with the data which was loaded into our system. This comparison reduces the opportunity for error at the very beginning of the process. A full inventory of cases received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.
 2. Once the delinquent cases are received and the inventory is approved, letter processes begin. MVBA will electronically export the data to our letter vendor who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more which will be used to further facilitate the collection process. Our database is then updated electronically with any new changes made by our skip-trace partners.
 3. We understand that each client may have special circumstances or conditions that require special handling of cases by our Contact Center Specialist. Therefore, each client is reviewed with the Specialists prior to receiving or initiating phone calls. Once this is completed, the cases are placed in the queue and activated to begin making phone calls to these defendants. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.
 4. Outbound telephone call campaigns through our advanced dialing system technology are initiated to provide a positive incentive to the defendant that payment must be made on the delinquent account. Some of the features include:
 - **Seamless Predictive Dialing** increases Specialists' productivity up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons bypassing bad numbers, fax numbers, operator intercepts and busy signals.
 - **Call Recording, Monitoring, Coaching and Conferencing** lets our Specialists and management team know what is happening in real time and records and archives efficiently for future use, training and review. All calls are recorded, allowing MVBA management to instantaneously review calls.
 - **PC Based Telephony** puts our phone functions right on the computer screen allowing for greatest flexibility.
 - **Call Transfer** allows our Specialists to easily transfer calls and the screen pop to any other Specialists logged onto the system to any IVR script or campaign.
-

- **Call and Agent Reporting** provides real-time reports by Specialists and/or campaign using industry standard Crystal Reports so adjustments and enhancements can be made.
5. Our collection software provides our Specialists all the pertinent data on one screen for efficient reference.
- **Multiple Simultaneous Campaigns** means we can run several outbound and/or inbound campaigns together to maximize the strengths of the Specialists and optimize the line usage.
 - **Administrator Features** provide the ability to set up collector logins and security rights, campaign management, change line allocation to maximize line usage, off-line reporting and more.
 - **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled cases out of the dialer and prevents any unwarranted phone calls to a defendant that has paid the account.
 - **Immediate Screen Pop** provides defendant name, address, phone number, and collection case information when contact is made. In addition, the customized work plan for each court and city department also pops up on any given individual's case. This allows the Specialists to promptly begin the collection process.
6. Once a contact has been made with a defendant, our Specialists verify the name, address, telephone number and relevant information regarding the case. Any changes that need to be made are done at this time. The Specialists then follow a talk off which asks the defendant to make immediate payment in full. The Specialist is trained to listen, be persuasive, courteous, and be empathetic for the defendant. Specialists are trained to assist defendants seek sources for payment. If the defendant claims they do not have the means to pay, or claim to be indigent, they are referred back to the court for other options to help dispose of their case. We have found this approach to be very effective in collecting delinquent cases.
7. Our Specialists understand payment agreements and promises to pay on a case. The collection software used by MVBA has the ability to input and track postdated payments, payment agreements, and promises to pay on a given date for defendants who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow-up on the case to confirm that a payment will be made.
8. Cases are placed in various sections for quick retrieval and follow up by the Specialist. For example: A defendant which states that a money order or cashier's check is being mailed is
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placed into a “Hot” section for quick follow up, where the “Night Call” section tracks defendants that are deemed to be more reachable in the evening hours (in accordance with all Federal and State laws).

9. MVBA’s accounting department posts and accounts for all monies received by our office and produces reports twice daily which are delivered by fax or e-mail to the appropriate client. This department also produces checks payable to the client weekly with a report which details defendants name, account number, date of payment, amount paid and an invoice for MVBA’s fee. Should MVBA receive a payment for a pay to city only client, we forward the negotiable instrument to the client immediately, or if the City prefers we are able to ACH funds from our Iolita account directly to the City’s allocated depository the same day.
 10. In the event a contact is not made, one of the following will occur depending on circumstances:
 - a. Answering machine: The Specialist will leave a message requesting a return phone call. The case is coded as leaving a message and a dated call back reminder is entered into the system.
 - b. No answer: The Specialists will code the case as no answer and a dated call back reminder is entered into the system.
 - c. Busy: The Contact Center System will automatically call this number back within set intervals designed by our firm. The case is coded as being busy.
 - d. Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. In the event no number exists, the account will be forwarded to our skip tracing department for further research.
 - e. Wrong Number: The phone number is coded as being a wrong number and the next number is tried. If no number is available, the case is sent to our skip tracing department for further research.
 11. Return mail is processed electronically and the case is updated. These cases are coded as undeliverable in the system and then forwarded to our skip-tracing department for further research.
 12. Skip-tracing is an integral part of our collection process. We take the unreachable case and begin batch processing and manually researching the defendant in question. Once the defendant is found, the new data is automatically documented in the system. A new address will trigger the case to get a new letter and a new phone number will trigger the case to be placed back into the dialer campaign.
 13. Training of personnel is a key component of our collection program. Our Collection Specialists are required to maintain a working knowledge of the Fair Debt Collections Practice
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Act (FDCPA), State law compliance; effective telephone techniques and client case management. Our management team facilitates this training to provide the highest level of competency and consistency for our clients. All MVBA Collection Specialists and administrative staff are required to maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits Specialist's cases and recorded calls to ensure proper procedures are being followed and that the defendant is being treated fairly. If the Specialist is not following MVBA's collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. We also set collection goals for each Specialist. This allows the management team to evaluate collection results and the effectiveness of each Specialist. MVBA provides an incentive program directly related to Specialists collection performance.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Cases may be delinquent because the address of the defendant is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent cases are collected when proper attention is given to finding the correct address of a defendant. Upon receipt of delinquent case files, MVBA identifies cases with multiple offenses and also links any other outstanding cases within our database.
- Upon receipt of a file of delinquent cases, MVBA processes the names of defendants through various electronic data research programs to obtain the latest address information.
- A case with an incorrect address is identified on our computer record so that it will receive special attention.
- Through the use of these sources of information, MVBA is very successful in locating the correct addresses of defendants and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver's License Numbers, phone numbers, and other pertinent information to locate defendants.

Skip-tracing

Skip tracing is one of the most important tools used to ensure successful recoveries. Cases are worked through an automated skip trace “waterfall” process. In the waterfall process, cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the defendant. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating defendants where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are just a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the City, telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region.

MVBA uses numerous licensed information sources. Some of those used include; TransUnion TLOxp, Lexis Nexis, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

DEFENDANT NOTIFICATION

Written Notification

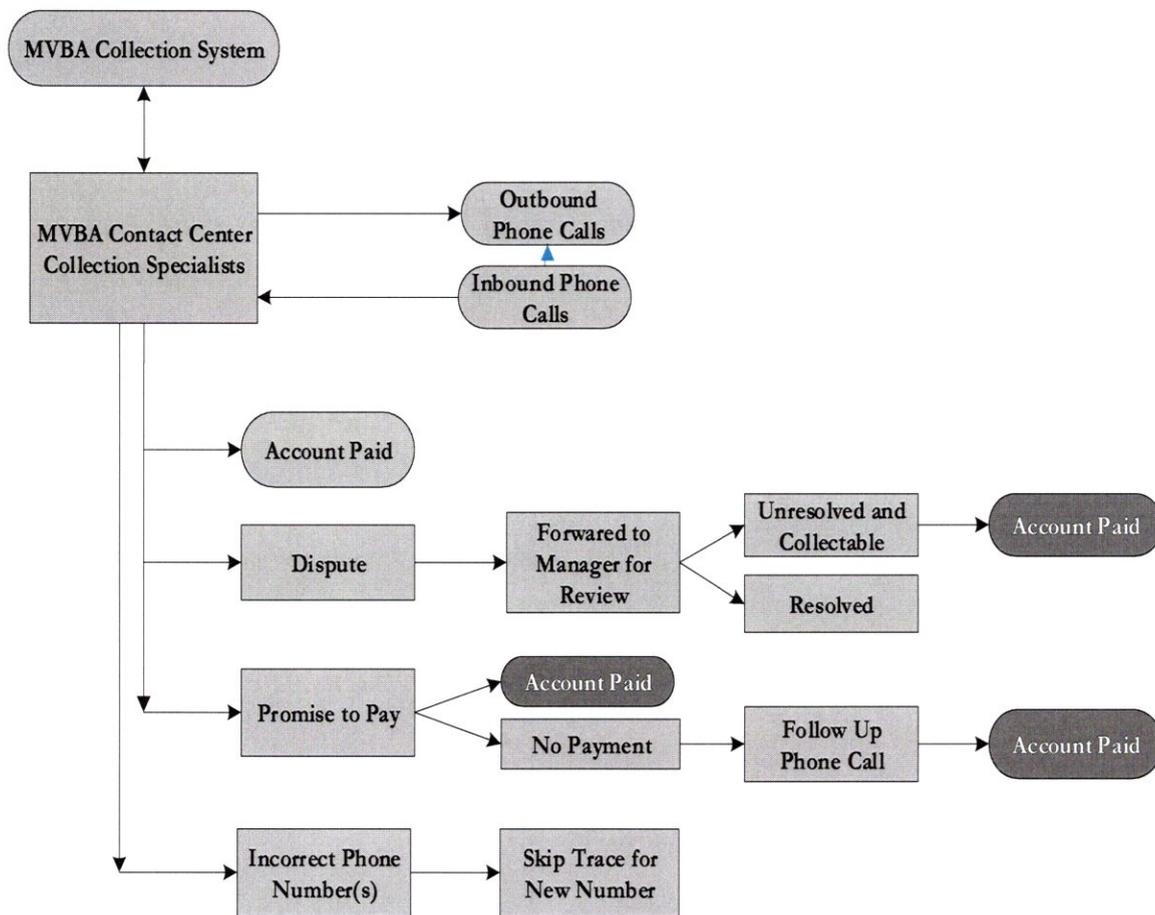
- Written notices, duplexed in English and Spanish, are mailed to defendants informing them that McCreary, Veselka, Bragg & Allen, has been retained to collect the debts listed, apprise the defendant of their obligation and provide information for making payment.
- Written notices contain a unique reference number and defendants can go to MVBA’s 24/7 website to make inquiries, where they are directed to the City’s website for payment options.
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail and new notices are promptly sent when new addresses are located.

Telephone Notification

- MVBA’s computerized Contact Center enables our trained professional staff, through the use of our advanced dialing system technology, to contact defendants. Utilizing this technology, our collection specialists are able to increase actual contacts by up to 400%, thereby, increasing case resolution and revenue for our clients.
 - MVBA provides a toll-free phone number to defendants seeking additional information or information on how to make payment.
 - The contact center operates Monday through Friday from 8 am to 7 pm.
-

- When a new telephone number is identified it is immediately placed back into the queue and added to the dialer campaign schedule.
- MVBA provides bilingual collection specialists.
- MVBA’s Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

FINES AND FEES CONTACT CENTER FLOWCHART



b. RESPONDING TO DEFENDANT INQUIRIES

Letters always result in numerous phone calls from defendants. MVBA provides a toll free number for the defendants use. MVBA staff members will answer defendant telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any defendant who has a question beyond the experience or knowledge level of our professional staff.

Defendant disputes shall abide by the policy of your court. MVBA provides defendants with the Firm's address and toll-free phone number enabling them to contact us to discuss the notice. Each defendant is treated with respect and courtesy. The defendant is asked to provide proof when they state that they have paid or made restitution for an offense. Files are noted with a "dispute status" and the defendant is given an opportunity to provide the information. Written correspondence relating to a dispute is forwarded to the court for their records. In some cases, additional information may be asked for to provide the defendant. Should the City remove the balance due from the case, the information is posted to the computer file and the case is closed in our system. There are no fees due MVBA on cases where money has not been collected. Persons who indicate they are indigent are referred to the court for community service and/or other court ordered means for clearance.

In disputed accounts related to city accounts receivables, MVBA requires a written dispute letter. By law, the debtor has thirty days to dispute the debt from the time they have received notice and must submit a written dispute letter during this period. The account is put into a "dispute" status and is verified with the client. In accordance with Federal law, the client then must verify the debt within ten days of notification from MVBA.

While administering an effective aggressive collection program, the Firm's philosophy is predicated on ensuring that each defendant is treated with courtesy and respect. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided to the defendant. Collections are the major goal of our efforts, but good relations with the defendants are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the defendant and the City.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the defendant as much as it applies to the City. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the case to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior Management is responsible for any complaint received, whether such complaint

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is valid or not, and will follow through with the City to assure that the matter is resolved to both the City's and the defendants satisfaction, using both written and verbal communications.

Each and every phone call into or outbound at the MVBA Contact Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a recording of a call, we can provide you a copy of the recording almost instantaneously in a .wav file or other standard file format.

Defendants who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. MVBA's contact center is ninety percent (90%) bi-lingual. Our Contact Center Supervisor, Cathleen Smith, is multi-lingual speaking five languages including Spanish. In addition MVBA employs bi-lingual (Spanish) attorneys, client service coordinators and administrative staff. This ensures there are no language barriers when communicating with MVBA.

C. CONTACT CENTER TECHNOLOGY

Through our LiveVox software and our advanced dialing technology, our collection specialists can successfully complete up to 250 calls per shift. In addition, the software has the ability to complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each case in MVBA's Collection Software. Our system screens out busy signals, no answers, operator responses, and updates the cases for call backs at another time. It anticipates how long a collection specialist will be on each call, and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to be sure there are no "dead zones" when the called party answers, thereby eliminates hang-ups and increases productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software through our collection system which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are also verified as either landline or cell phone. We use state of the art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the defendant. There are no "Robo Calls". All calls are attended by a professional collection specialist and once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave the message. There is no wait time between the time the call is answered and the time the specialist takes over the call.

Cell phones with no consent are manually dialed by the collection specialist during designated daily campaigns. All calls are compliant with the Fair Debt Collection Practices Act (FDCPA) and

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Telephone Consumer Protection Act (TCPA) as well as Texas Debt Collection Act and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws or changes as well as professional techniques.

Please see Exhibits of this proposal for sample phone scripts.

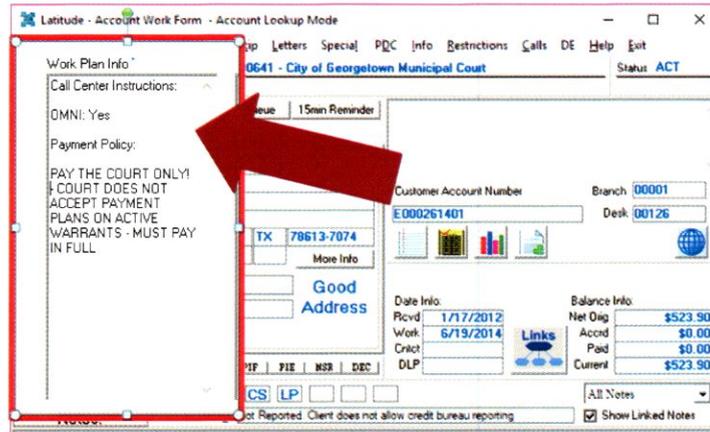
SAMPLE PHONE SCRIPTS

MVBA has provided a sample of our telephone script found in the Exhibits of this proposal. While phone scripts are useful in standardizing the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the defendant in finding the means to resolve their outstanding case with the City. Our Collection Specialists receive extensive training in how to help defendants resolve their pending cases. All courts/departments are different in their policies and procedures and MVBA has quality control checks in place that ensure we are acting as an arm of the court and communicating each courts/departments specific instruction.

Upon implementation of our services, your MVBA Project Manager consults with court staff and creates a customized work plan based on the courts/departments policies and preferences. This information is carefully documented and reviewed with our Collection Specialists *before* phone calls are initiated. When our Collection Specialists receives an inbound call or initiates an outbound call, the cases information pops up on their screen. Along with all the pertinent data regarding the delinquent case, the specific courts/departments work plan appears on the screen. This ensures that our Collection Specialists are always providing defendants with correct information in their options to resolve their cases.

Below is an example of one court's work plan and what appears on the Collection Specialist's screen. As much information as the client requires is included in the work plan for the Collections Specialists. The Collection Specialist relays this information to the defendant, and then provides the telephone number and/or website information of the court should they accept payment online. MVBA Collection Specialists can also process payment on behalf of the defendant on the courts payment website while the defendant is on the phone.

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d. NETWORK & TECHNOLOGY

SOFTWARE

MVBA has the most advanced hardware and software available for use in a Debt Collection Program. Dell Inc. servers and PCs using Microsoft Windows XP Professional Operating System provide the open architecture that is compatible with the City’s current software vendor and Incode.

For the last ten years MVBA has been utilizing Latitude Software. Latitude is a national debt collection software package that has been customized to MVBA specifications to receive; data mine, process, and disseminate the information provided by clients in a variety of letters, reports, legal proceedings, and electronic medium. It is an advanced Collection Management System developed from today's standards in Information Technology. It delivers powerful features and functions standard in a true windows environment.

Latitude Software includes an intuitive, easy-to-use GUI interface that allows you to perform cross queries by client/product/date received ranges/pay date ranges/work date ranges/good & bad addresses/best time to contact ranges/balance ranges/collector queues/etc. Once the City criteria are isolated, we can then move/export/ document /etc. the City’s cases, managing the City’s inventory. The Latitude Collection System provides the flexibility necessary to best serve our government client base. The preferable delivery method for data transfer is email or SFTP. MVBA’s secure network allows each client to send and receive information as they desire.

Real-time Changes and Status Reports

We have the ability to make changes to cases immediately as well as view current status reports. This provides the opportunity to maintain accurate records and alerts us to any needed changes to the collection program. For example, when a case is paid online or we are notified by the City that a case has been paid, the case is immediately updated and removed from collection activity, including telephone campaigns.

HARDWARE

The IT staff at MVBA employs the latest in technology for their networking and storage architecture. The computers and servers in the central Round Rock office run over gigabit ethernet via DELL switches. Our branch offices and disaster recovery site are networked to the central office via secure IPSEC VPN to VPN connections over a 2xT1 WAN link using Cisco PIX firewalls. Connections to the internet at the Round Rock office are filtered using a Cymphonix Composer firewall device that allows the network administrators to filter web content, prioritize bandwidth, control applications for faster performance, monitor user activity and stop internet threats.

MVBA runs MS Windows Server 2003 on all production servers in a virtualized environment utilizing an EMC Clariion CX310 processor and SAN with 2 Terabytes RAID 5 and 1/0 storage. VMWare ESX server software runs the virtual servers on three DELL PowerEdge 2950 servers; each have 12 GB of RAM and 2 quad core Xeon 2.66 Ghz processors. The PowerEdge servers are connected to the SAN via redundant Brocade switches. The configuration of these servers provide complete failover in the event of a hardware failure; virtual servers will “migrate” to one of the other servers with absolutely no downtime or interruption to the users connected and zero loss of data. The virtualized environment runs on a fiber optic backbone running at 2 GB. Critical data is mirrored/replicated using EMC RepliStor over the internet WAN link to our disaster recovery site so that there will be no loss of data. In the event of a complete crash of the collections data server, we can fail-over to a “mirrored” server at the disaster recovery site in less than 10 minutes with no loss of data. Data is also backed-up throughout the day to tape and carried off-site to a secure location each day. The IT staff is on-site from 8 to 5, Monday through Friday, with the exception of holidays. However, our servers are monitored 24/7 for breaches of security and potential problems.

ELECTRONIC DATA TRANSFER

MVBA receives data from the city by placement on our secure file transfer protocol (SFTP) site. City staff can utilize this SFTP site to transfer cases for collection securely and with confidence. MVBA will provide data files that are required by the City via SFTP in the format that is needed by the City. Project data is accepted in any format via SFTP. MVBA works with each client to design an import program that will enhance the efficient flow of data to both organizations. Data will be loaded into our

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system the day it is received and verified, thereby detecting any error at the very beginning of the process. Once the data is loaded into the MVBA system, various integrity checks are performed to verify the data received. The City is then provided an “inventory” of the information received to allow for verification.

Once the data is loaded and verified into our system, it is given, electronically and in batch, to one of our national skip-trace partners to validate and update address and telephone information. This information is received in an electronic format and brought back into the MVBA system in batch for nearly instantaneous update of the files. The cases are then prepared to be processed for letters and any case with a phone number is placed in the dialer queue so phone calls can begin once letters are mailed. The language indicator on the cases will be noted in order to forward the case to a bilingual Collection Specialist.

This process repeats itself upon the receipt of all new cases. A similar process occurs when information concerning previously referred cases is received from the City staff. This information will be loaded into the system so collection activity can be altered or stopped altogether.

e. CLEINT SOFTWARE INTERFACE

MVBA collection software is built on the latest Microsoft.Net® development and SQL Database technologies. Our software interfaces with all major software vendors. It automates and supports all aspects of our collection program. This includes skip tracing, the contact center, payment processing, reporting, accounting, invoicing, and data file transfers.

MVBA continually works to improve technical capabilities in all aspects of the technology we utilize. With our Latitude Software we install updates as they become available to us, usually annually. Updates are typically installed on weekends so as to not disrupt business operations.

MVBA currently handles data provided in Tyler Technology’s municipal court software. We have been successfully interfacing with Incode for over 12 years. Over 90 percent of our municipal court clientele utilize this software. MVBA will absorb any costs associated with the programming and interface of this export module.

f. ONLINE ACCESS

With MVBA’s *Client Web Access* the City can see exactly what has been accomplished on your cases and accounts “*real time*” and at your convenience. Security is guaranteed with your secure login. **The City may have an unlimited number of secure user logons.** Online, you can review collection activity reports including reports with new defendant addresses, view Contact center

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activity, access individual defendant information, and much more. Each case contains:

- Case number and total amount due and collected
- Name and current address and phone numbers
- Status (active/closed/hold)
- Date assigned
- Date and type of collection letters and notices mailed
- Date and detail of phone conversations
- Returned mail indicator
- Last date contacted

We view this system as a transparent, online audit tool for our clients to track and monitor our activities. Every activity that has occurred on an case is documented. Numerous reports are available and may be exported in Excel or PDF formats.

- Invoices
- Statements
- Statistical reports
- New defendant address information
- Status reports
- Paid in full cases
- Partial payments
- Default on payments
- Ability to view activity on any case from any report
- Messaging tool that allows tracking of correspondence

h., i. SYSTEM AND DATA BACK-UPS/SECURITY

MVBA has the ability to maintain all collection information, from placement to reporting, within the collection software we presently utilize. Our system is designed with excess capacity which enables us to continue to add new placements and the corresponding transactions and history while increasing the efficiency of the entire system. This information is part of a daily, weekly, and monthly backup routine which safeguards the information in case of a system crash or some type of disaster. The daily transactions and collections information is also incrementally backed up hourly every day to assure immediate recovery of the current transactions. The placements and the corresponding history of activity, recovery or collection are not the only information that is routinely maintained in our system.

Each and every incoming and outgoing phone call that is handled in our call center is recorded. These calls are moved off of the server early each morning and archived on a remote server. These calls are immediately accessible should an occasion arise that our client would like to review a particular conversation with a defendant. These calls are part of the same backup routine as all other data. Our records are retained on our backups and, in the case of the phone calls, eventually burned to a DVD or some other media that can be easily accessed. Placement, collection and recovery data is easily accessible at all times.

Email is a critical recovery priority, along with defendant information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data and inventory data.

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested on a regular basis. In the event, a third-party vendor is needed to help facilitate recovery efforts; this vendor will sign a Non-Disclosure Agreement.

All switch and router settings, passwords, and device baseline information is all stored off-site. All servers, firewalls, and routers are upgraded on a regular basis by our Information Technology Department. Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a “bare metal” system if necessary.

Our disaster recovery measures reflect the realities of our geographic location. Unlike regions such as California, Round Rock, Texas is not subject to earthquakes, floods, forest fires, landslides, mudslides, or shoreline impact hurricanes. In the event of a power failure, our computer and phone systems are backed up by uninterruptible power supplies.

All of our Direct Access Storage Devices (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly, to DDS-4 data cartridges. The daily drives are

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archived for 3 weeks, the weekly drives are archived for a month, and the monthly drives are archived for a year. All data storage is vaulted off-site.

SECURITY

Security is an important focus at MVBA and is part of our core culture, whether physical, network, or data security. MVBA considers security to be an important part of the daily management of client's cases; therefore, only select administrative personnel have security clearance to make changes to the defendants cases or to import a client's file. These individuals establish security levels for each employee which access our computer system on a need to know basis. Our computer system generates an audit trail of changes and notes made to an case from the moment we receive your imported files and no individual can manipulate this audit trail.

Physical Security

MVBA places a high priority in securing the physical location in Round Rock, Texas. There is only one door which the public may enter and each visitor must register with the receptionist and wear a "Visitor" badge at all times. All other entrances to the office require an electronic key card or pass code; these codes are changed periodically to maintain a secure facility. Video surveillance is also used to record all entries into the Firm's office. Access to network administrators and the computer room require an electronic key card. After hours access to our building is only allowed using an electronic key card and/or a physical key and knowing the appropriate codes to disable the alarm system. The alarm system is independently monitored and alerts any intrusion or fire on the premises.

Network/Data Security

Leading firewall and virus protection technology is deployed to protect our computer network and systems from potential intruders and viruses. Our network administrators use specialized software to constantly monitor the traffic patterns to and from the network to insure the integrity of the system.

All computer system admission is protected by a multiple password scheme. When connecting to the system from outside of MVBA, a password is required to get to normal user log-on. Therefore, an outsider would not know what type of system he/she is trying to access without first knowing the system password. Once access to the system has been granted, the user must then enter a user name/password to actually access system resources. This combination is unique to each user, and identifies to the collection system what capabilities that particular user is allowed to have. The system is designed to allow clients access and monitor only their own cases.

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All routers and firewalls are upgraded regularly and all data is 128 bit encrypted; however encryption is only one tier in MVBA's approach to a multi-tiered security solution. Security is not just about protecting our network from outside threats; it is also about protecting from threats from within. The weakest link in any Information Technology security chain is the human element. In order to maintain a genuine security culture everyone in the organization from top to bottom must be informed and motivated about information security. The first step in internal security is awareness. All our employees are aware and trained to recognize and protect against potential threats. Education and awareness empowers each employee with the knowledge of his/her role in protecting our organization's network, which facilitates the mitigation of risk.

MVBA's Acceptable Use Policy (AUP) is a key element of our training for each employee. Our AUP covers Email Usage, Privacy, Passwords, Laptops, Client Data, and Containment (no collector is permitted to work from home, or remove transportable storage devices such as CD-ROM, USB key, or floppy from the facility, or to transfer data from work to home). No personal files (such as MP3s) are permitted on MVBA's network.

Workforce training is not a single event. Security awareness requires commitment to a continuous program of employee communications and training. Properly trained employees are a core component of any enterprise security program. Training includes:

- 1) MVBA policy and procedure documents regarding computer usage, especially regarding Internet and email limitations are a prime element of employee training and reinforced periodically for all employees.
- 2) We also teach employees "best practices" when using the Internet or email (for example not opening attachments from unknown senders and keeping passwords private). Other information security issues such as spam, the dangers of accidentally downloading spy ware, and phishing expeditions are covered. Unless employees are 100% certain that a communication is legitimate, they assume it is not. In addition to Internet security training and regular briefings, memos are distributed companywide when new threats arise alerting all staff as to the threat, how to identify it, and what to do if it is encountered.
- 3) All employee computers and laptops are equipped with the latest security tools, and require two levels of passwords for access. Each employee is educated as to the application and use of each of the tools available, and the computer system constantly scans for viruses. No individual may gain access to our system via an insecure Internet connection.
- 4) MVBA makes sure all employees are aware of the risks associated with internal breaches of security. All staff members are constantly reminded of the importance of reporting unusual or potentially harmful activity amongst other employees.

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The integrity of hard copy files cannot be overlooked. Many times hard copy information displays content deemed to be confidential in nature; therefore, employees are trained to discard this information in secure receptacles and shredded by MVBA's bonded on-site shredding company. Our layered, multi-tiered approach to security provides both MVBA and our clients with maximized security solutions that enhance our client's confidence in MVBA.

DISASTER RECOVERY

At MVBA, we recognize that there is a big difference between a backup plan and a recovery plan. Our recovery plan does not deal solely with disaster recovery. We also have procedures in place for common data loss, such as an employee deleting the wrong file, or a missing email.

In order to do a Business Impact Assessment (BIA) our Information Technology staff interviewed each department head to determine what data they need to continue their work, why they need it, and what they would do if that data were lost, quantifying the dollars and person-hours such a loss would entail. We then ranked the data and made backup decisions based on that rank. Once completed, we went through and tested various recovery scenarios and assigned values to different types of data (email is more important than five year old Word documents that are backed up off-site, just as the last six months email is more important than email from three years ago).

Email is a critical recovery priority, along with debtor information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data and inventory data.

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested on a regular basis. In the event, a third party vendor is needed to help facilitate recovery efforts; this vendor will sign a Non-Disclosure Agreement.

All switch and router settings, passwords, and device baseline information is all stored off-site. All servers, firewalls, and routers are upgraded on a regular basis by our Information Technology Department.

Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a "bare metal" system if necessary.

All of our Direct Access Storage Devices (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly, to DDS-4 data cartridges. The daily tapes are archived for 3 weeks, the weekly tapes are archived for a month, and the monthly tapes are archived for a year. All data storage is safely vaulted off-site

High Level Recover Plan Summary

Objective: To provide the resumption of business operations within 24 hours of a disaster.

Plan 1 - A disaster that causes damage to phone service or office space but does not destroy or eliminate access to data.

Plan 2 - A disaster that totally prevents operation of our current collection operations center in Round Rock, Texas.

Plan 1

1. The Director of Operations will evaluate the situation and immediately begin coordination with other Emergency Management Team members via cell phone if necessary.
2. If the phone lines to our contact center are out of service, calls maybe routed to another trunk group in our Round Rock office that is with another phone service provider. This can be completed in less than two hours.
3. MVBA's payment website is hosted offsite and payments will continue to be taken via web.
4. The City will be made aware of the situation by phone and email.
5. Client Service Coordinators will be phoned and emailed to apprise them of the situation.
6. All servers are rack mounted and can be moved to another location. This option will be implemented if telephone lines are expected to be unavailable for an extended time.

Plan 2

1. All appropriate procedures from Plan 1 would be followed.
2. We believe we can resume operations from our Round Rock location almost immediately in a limited way. This will allow us to:
 - Continue answering Client/Defendant questions;
 - Process payments; and
 - Continue to send out scheduled collection notices.
3. If the collection operations center is totally unusable, we will immediately search for vacant space in the local area. Meanwhile, the letter processing and phone calls can be routed to other office locations in the State of Texas.
4. Employees will remain on stand-by at home during business hours.
5. Our payroll provider can produce paychecks based on prior week hours if necessary so employees can be paid during any disaster period.

2-2. PROPOSED PRICING STRUCTURE

a. Fee for Fines and Fees Collections

For the collection of delinquent Fines and Fees as outlined in this RFP, MVBA proposes the following as compensation for professional services rendered:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the City, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. MVBA understands all court costs due the State will be paid first.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

FEE CALCULATION

FEE CALCULATION

Per statute, thirty percent (30%) of the total amount due the court may be added to the defendant case by the court. The client's court software adds this fee upon the export of a new collection file. Fee sequence within your software should be set to allocate the collection fee *after State fees and Court costs*. MVBA requests the court to submit an Incode generated GL report monthly that ensures that MVBA's fee always matches the court software fee, therefore eliminating any invoice discrepancies.

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Example:

Total outstanding amount before sent to collection vendor:

\$262.00

$\times 30\% = 78.60 + 262.00 = \340.60 (Total amount due)

To calculate the fee due the collection vendor, the following formula is used to back out the fee:

Total amount due and collected:

\$340.60

$\times 23.07692\% = \$78.60$ (Total fee due)

NO COST SERVICE ENHANCEMENTS

Through continual communication and feedback from our clients, MVBA has historically provided enhanced services to our clients and continually seeks additional services that will further enhance the court's collection efforts, expand resources and increase efficiencies.

These services are described in detail in *Section 4 –Contractor Qualifications, item e. No Cost Service Enhancements* and are provided at no cost to the City;

- ***Warrant Round-up Services***
 - ***Specialized Skip-Tracing Services***
 - ***Specialized Mailings***
 - ***Pre-Warrant Calls***
 - ***Show Cause Courtesy Notices***
 - ***Judge Hearing Notices***
 - ***Scofflaw Processing and Reporting***
 - ***TLOxp Access (TransUnion Skip Tracing Tool)***
 - ***GIS Mapping Tool***
-

3. FINANCIAL STRENGTH

FINANCIAL STATEMENT

McCreary, Veselka, Bragg & Allen, P. C. has been in existence since 1961 and has the financial strength to commit the resources required in administering an effective debt collection program. MVBA has submitted our latest financial statement included in the **“Original”** copy of this proposal. Please note; as a privately held company MVBA considers our financial statements confidential and has labeled it accordingly as **“Confidential”**.

FINANCIAL REFERENCE

McCreary, Veselka, Bragg & Allen, P. C. has been in existence since 1961 and has the financial strength to commit the resources required in administering an effective debt collection program. You may contact the following bank officer for comments on our financial strength:

J. Hollis Bone/Executive Vice President
R Bank
1900 Round Rock Ave.
Round Rock, TX 78681
Phone: 512-600-8100

4-1. ORGANIZATION & STAFFING

EXECUTIVE COMMITTEE

MVBA is a privately held corporation with 175 employees, including fifteen attorneys. The principal shareholders consist of five attorneys. The Executive Committee is comprised of these five shareholders, three managing attorneys, and MVBA's Director of Operations.

BOARD ATTORNEYS

Harvey M. Allen, President, is the attorney responsible for the Debt Collections program. Mr. Allen is available to consult with City officials and staff regarding the status of the collection program. He has been a member of the Firm since 1981. Mr. Allen serves as a legal counsel and administers the Debt Collection Program and is also a Certified Public Accountant. Mr. Allen is a member of the State Bar of Texas and is admitted to practice in Federal Courts. Mr. Allen is the attorney responsible for the delinquent tax collection programs in Williamson County, Midland Central Appraisal District, Bowie Central Appraisal District, and the Tax Appraisal District of Bell County, among others. He is active in all phases of MVBA's work, including trial and appellate practice involving both collection and appraisal matters. A certified public accountant, Mr. Allen formerly worked on the audit staff of one of the major Certified Public Accounting firms in Houston. Mr. Allen is a member of the Texas Society of Certified Public Accountants.

Mr. Allen attended Baylor University and obtained a B.A. degree in 1975. He entered graduate school and received a Masters in Business Administration degree in 1977. After working in public accounting, he returned to Baylor University School of Law and received a Doctor of Jurisprudence degree in 1981. Mr. Allen is a member of the State Bar of Texas and is admitted to practice in Federal Courts.

Gilbert T. Bragg, Secretary-Treasurer, is available to consult with City officials and staff regarding the status of the collection program. Mr. Bragg has over thirty-eight years' experience in collection law. He is the managing attorney for the MVBA delinquent tax collection programs in Comal and Hays counties. He has been a member of MVBA since 1978. Over the years Mr. Bragg has worked with virtually all of the Firm's clients, providing legal advice and representation in all phases of delinquent tax collection litigation. He is a member of the State Bar of Texas and its committee on Ad Valorem Taxation.

Mr. Bragg attended Baylor University on a United States Air Force ROTC scholarship. He received a B.B.A. degree in 1972 along with a commission as a Second Lieutenant in the Air Force. He received his Doctor of Jurisprudence degree from the Baylor University School of Law in 1973. After graduation from law school, he was promoted to the rank of Captain. He was a Judge Advocate in the United States Air Force from 1974 until 1978.

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Matthew Tepper, Vice President, is available to consult with City officials and staff. Mr. Tepper assists Mr. Allen in the management of the debt collection program. Mr. Tepper joined MVBA in 2005, and has handled numerous cases in Texas state and federal trial and appellate courts. He provides legal representation in the areas of appraisal district litigation, property value study litigation and general litigation. Prior to joining MVBA, Mr. Tepper was an Assistant Attorney General for the State of Texas where he litigated civil rights, tort, and employment lawsuits on behalf of the state's law enforcement agencies and officers.

Mr. Tepper attended the Baylor University School of Law and received a Doctor of Jurisprudence degree in 2000. He is a member of the State Bar of Texas, the Bar of the United States District Court for the Western District of Texas, and of the Fifth Circuit Court of Appeals.

Craig Morgan, Managing Partner, will serve as the *Project Attorney* for the City of Missouri City Project. He will consult with City Officials and staff. Mr. Morgan joined MVBA in July 2006. He is the managing attorney that oversees the delinquent tax collection efforts in Denton, Williamson, and Milam Counties. Mr. Morgan serves on the St. David's Round Rock Medical Center Board of Trustees, is a current member of the Rotary Club of Round Rock, and currently serves as Mayor of Round Rock.

Prior to law school and coming to MVBA, Mr. Morgan was employed as the Tourism Development Director for the State of Texas. In this capacity, he traveled throughout the State of Texas speaking to groups ranging in size from 10-300, testified before several Texas Legislative sub-committees, and wrote many wide-ranging reports on tourism/economic development issues. While in this position, he represented the Tourism Division on several boards.

M. Elizabeth "Liz" Vaughn, Shareholder, is available to consult with City officials and staff regarding the status of the collection program. Ms. Vaughn joined the firm in 2008 and has practiced in this field for over twelve years. She is the managing attorney in our Longview office handling all aspects of delinquent property tax matters. Ms. Vaughn has practiced in this field since 2000 and has experience representing a varied group of taxing entities, large and small, rural and metropolitan.

Ms. Vaughn received her Bachelor of Arts degree in Business Administration from Austin College in Sherman, Texas in 1994. After doing post-baccalaureate work at Baylor University in Waco, Texas, she received a J.D. from St. Mary's University School of Law in 1999, and simultaneously completed her M.B.A. there.

John O'Connell, Shareholder, is available to consult with City officials and staff. Mr. O'Connell is the managing attorney for the firm's Abilene office. He is responsible for the administration of the collection programs for various taxing jurisdictions throughout an eleven-county region. He is a member of the State Bar of Texas and Abilene Bar Association.

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John was born in Columbus, Georgia and attended high school in Albuquerque, New Mexico. He entered the United States Military Academy at West Point in 1994 and graduated with a Bachelors of Science in 1998. Following graduation, John was commissioned as a Second Lieutenant in the Infantry and assigned to the Second Battalion, Eighth Infantry Regiment, in which he served as a rifle platoon leader and battalion adjutant. John is a veteran of Operation Iraqi Freedom

Noe Reyes, Shareholder, is available to consult with City officials and staff. Mr. Reyes practices in the area of ad valorem tax and appraisal district litigation. Mr. Reyes joined MVBA in 2006 and advises clients in all matters relating to ad valorem tax law.

Prior to joining MVBA, Mr. Reyes worked in public policy in Dallas, Texas in the area of transportation. As a public policy consultant, Mr. Reyes advocated the interests of municipalities, counties and non-profit corporations before senior-level state and federal officials in the legislative and executive branches of government. Much of his work included tracking federal and state legislation, preparing testimony for presentment in Congressional hearings, developing legislative and regulatory strategies, and coordinating briefings with legislators at the state and federal level.

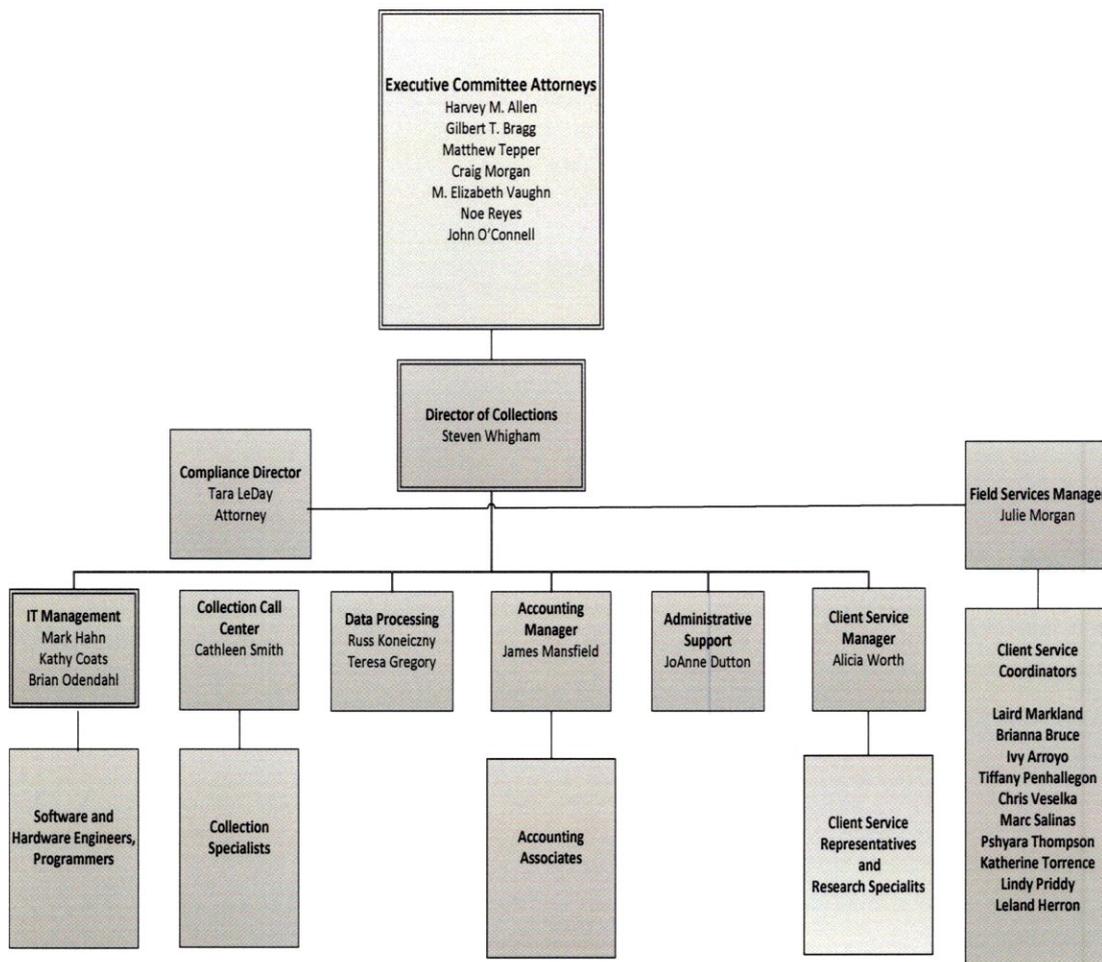
After some time in public policy, Mr. Reyes entered the practice of law in the area of insurance defense litigation. As an insurance defense attorney, Mr. Reyes handled a large case docket and gained invaluable experience in all phases of the litigation process, including the preparation of pleadings, conducting discovery, depositions, alternative dispute resolution, negotiating settlements and extensive motion practice. Mr. Reyes is a graduate of Baylor University (BBA '00) and the Baylor Law School (JD '02).

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A.KEY PERSONNEL FLOWCHART

This chart depicts the MVBA Fines & Fees Key Personnel that is assigned to oversee, manage, and fulfill the collection program for the City of Missouri City Project.

MVBA Fines and Fees Personnel Flowchart

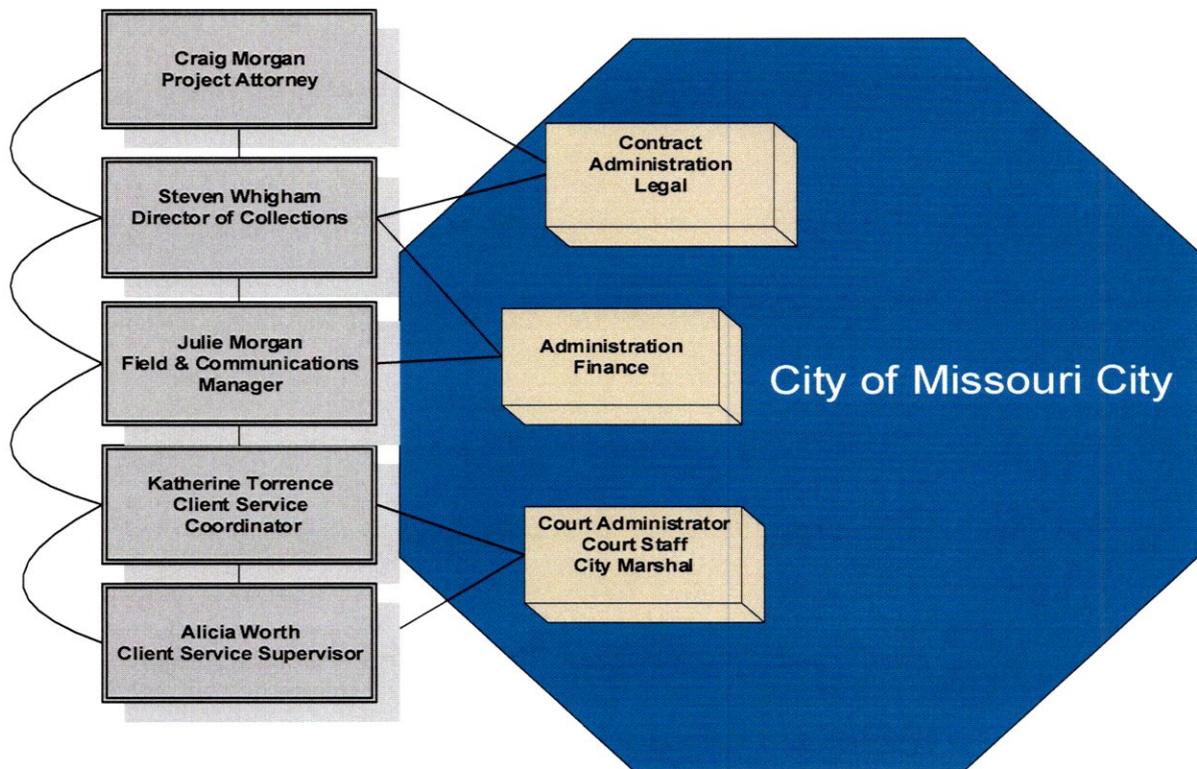


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PROJECT MANAGEMENT TEAM FLOWCHART

The City of Missouri City is assigned an experienced and qualified Project Management Team that consists of:

- Project Attorney
- Director of Collections
- Field & Communications Manager (Project Manager)
- Dedicated Client Service Coordinator (local on-site support)
- Internal Client Service Supervisor



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KEY PERSONNEL QUALIFICATIONS

DIRECTOR OF COLLECTIONS

Steven Whigham, Director of Collections will be supervising all work to be performed under this contract and will handle all business matters between the City and MVBA. Mr. Whigham has over twenty-nine years experience with the Firm and was critical in launching our Fines & Fees division in 2001. He became Director of Client Services in 2004 and in 2008 he became Director of Collections.

Mr. Whigham manages all aspects of administration, operations and compliance of the Fines & Fees Division. Mr. Whigham is the recent past President of the American Collectors Association of Texas. Prior to becoming its President, he served a Unit Director for the American Collectors Association of Texas and served on the American Collectors Association International (ACA) Membership Committee; Public Relations Committee; and Legislative Committee. Through ACA International he is certified as a:

- Certified Professional Collections Specialist
- Certified Credit and Collection Compliance Officer
- Certified Healthcare Collection Management Professional.

COMPLIANCE OFFICER

Tara LeDay, is Associate Attorney and Director of Compliance. Ms. LeDay joined MVBA in 2012. She earned her B.A. in Sociology at Southwestern University and went on to earn her JD from the Baylor University School of Law.

Ms. LeDay joined our MVBA team of attorneys in 2017. In 2018 Ms. LeDay was designated as the Director of Compliance for the Fines and Fees Department. Her role includes establishing compliance strategies by contributing information, analysis, and recommendations in order to better align the department with organizational objectives and federal regulations; ensures that department policies are accurate, current and in compliance with federal and state regulations, while also reviewing and updating policies as the laws change; develops/modifies company forms and contracts used in the business operations; develops, plans, and hosts regulatory and compliance training; and interprets and disseminates information on regulatory matters.

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FIELD SERVICES & COMMUNICATIONS MANAGER

Julie Morgan is Field Services & Communications Manager. She will serve as the dedicated *Project Manager* for the City of Missouri City project. Ms. Morgan has almost thirty years' experience in receivables management services including twenty years' experience in municipal, county, and justice court collections. After studying Marketing and Communications at Southwest Texas State University, she launched her financial management career with Dun & Bradstreet Business Credit Services/North America obtaining certification in Dun & Bradstreet's Credit and Financial Analysis education programs. After ten years as a D&B Consultant, Ms. Morgan was recruited by Gila Corporation dba Municipal Services Bureau, where she managed a staff of eight Client Service Representatives and a portfolio of over 800 government clients.

Ms. Morgan began her tenure with MVBA in 2004. Ms. Morgan leads and supports a team of ten Client Service Coordinators. She uses her knowledge of receivables management and court processes to assist clients in implementing and maintaining innovative collection solutions that enhance performance. As a qualified manager in product, personnel, project management and communications, Ms. Morgan possesses excellent communication skills and continually provides insight into developing new services and products to provide enhanced services to our clients. Ms. Morgan is well versed in all major software export programs and has a comprehensive understanding of MVBA's collection software and processes.

CLIENT SERVICE COORDINATORS (CSCs)

Personal service has been the hallmark of MVBA since 1961. Our Client Service Coordinators (CSCs) are on-site with our clients and assist in the technical implementation and education of our program. They are very knowledgeable in operations and trained in the collection export procedures of client software programs. They are continually on-site with clients to implement and monitor the collection program. MVBA has ten CSCs that serve our fines & fees clients in the State of Texas.

We have expanded our field support staff in direct proportion to our growth, this ensures that our clients receive the quality of service they deserve and all CSCs have a manageable workload that never impedes on their ability to service our clients quickly and effectively. One of our CSCs is a former court administrator and is a Level II Certified Court Clerk. One CSC is a former Chief Justice Court Clerk with fifteen years court experience and teaches for the Texas Justice Courts Training Center. One CSC is a former Chief Marshal with fourteen years warrant collection experience. This group of qualified professionals provides day-to-day on-site support to you and your staff. Along with Julie Morgan, Field Services Manager and Project Manager for the City, the City will also have a dedicated Client Service Coordinator that will make continual on-site visits to ensure the program is working in a seamless manner.

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MISSOURI CITY ON-SITE CLIENT SERVICE COORDINATOR

Katherine Torrence, Client Service Coordinator, will be the **local on-site service coordinator** for the City of Missouri City Project. Ms. Torrence has twelve years experience in managing court processes. Ms. Torrence joined MVBA in 2017 after serving as a Chief Clerk for a court in Guadalupe County. Ms. Torrence will assist in the management and ongoing maintenance of the project. She will regularly meet with the Court and City staff to monitor the success of the collection program. Ms. Torrence is well versed in all aspects of court collections and processes. She is knowledgeable in numerous court management software programs including Incode, as well as MVBA's internal collection processes and procedures.

CLIENT SERVICE SUPERVISOR

Alicia Worth is Client Service Supervisor and Client Service Liaison. She will serve as the dedicated internal Client Service Representative for the City. She manages the technical functions of MVBA's telephony technology, client web access, statistical reporting and data management flow. She assists clients with day-to-day questions and issues. Ms. Worth supervises a staff of five internal Customer Service Representatives and Information Research Specialists. Ms. Worth has nine years experience with the firm.

INFORMATION TECHNOLOGY

MVBA's Information Technology Management Team consists of a Network & Systems Administrator, Data & Security Architect, System Analysts, and six hardware and software programmers and developers.

Kathy Coats is System Analyst/Programmer with over twenty-seven years experience. She has been with MVBA since 2003 and is a vital part of the MVBA team. She is the Fines and Fees Division's data base manager and is assigned the City of Missouri City project to oversee all data compatibility issues.

DATA MANAGEMENT

Russ Konieczny is the Data Administration Manager. He coordinates, processes, and manages data files and provides MVBA computer support to clients. Mr. Konieczny has over twelve years experience in data file management and collections and has been with the firm for over twelve years. He is a Certified Professional Collections Specialist by ACA International.

Teresa Gregory is the Data and Software Associate. She coordinates, processes, and manages data files and provides MVBA computer support to clients. Ms. Gregory has over fourteen years of experience in instruction and data file management and has over nine years experience with the firm. She is a Certified Professional Collections Specialist by ACA International.

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ACCOUNTING

James Mansfield is the Accounting Manager. He maintains all client funds in the MVBA Trust Account, posts payments to the collection system, and invoices clients for fees due the Firm. He also supervises the work of four associates. Mr. Mansfield has over nine years experience with the firm. He is a Certified Professional Collections Specialist by ACA International.

COLLECTION CONTACT CENTER

Cathleen Smith is the Collections Center Supervisor. Ms. Smith joined MVBA in 2003 and has over twenty years of call center/collections management experience. She manages the call center staff in the communications with defendants and monitors collections. Ms. Smith is multi-lingual - speaking five languages fluently, including Spanish. She is a Certified Professional Collections Specialist. Ms. Smith supervises twelve Collection Specialists.

ADMINISTRATION

JoAnne Dutton is the Administrative Assistant and Lead Research Coordinator. Ms. Dutton manages all disputed matters and is the Administrative Assistant to the Director of Collections and Field Services Manager. Ms. Dutton has nearly twenty years experience in office administration and has been with MVBA since 2002. She is a Certified Professional Collections Specialist by ACA International.

B. PROFESSIONAL COLLECTION STAFF & TRAINING

MVBA has forty-five employees that are directly committed to the collection of delinquent fines, fees, and accounts receivable. Of this number, thirty-six employees will be directly involved in the daily collection of the delinquent cases for the City of Missouri City Project. This staff is composed of a diverse and qualified group of men and women that includes bi-lingual speaking representatives; enabling our firm to effectively communicate and collect funds from a varied population.

Fines & Fees Personnel Training:

Personnel training is a key component of our collection program. As a member of American Collectors Association (ACA) International, the organization that provides instruction, seminars and continuing education on all the governmental regulations related to the collection industry, MVBA staff receives training that is relative to all aspects of debt collections. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff.

All MVBA Collection Personnel are required to obtain and maintain Certification through ACA as a Certified Professional Collections Specialist. Our Certified Collection Specialists are required to maintain a working knowledge of Public Law 95-109, Fair Debt Collections Practice Act (FDCPA); review and understanding of Public Law 103-322, the Driver's Privacy Protection Act (DPPA); State law compliance; Red Flag Rules; effective telephone techniques and client case management. Our management team facilitates this training to provide the highest level of competency and consistency possible for our clients.

In addition to training in all aspects of State and Federal law regarding debt collections, the following is an example of additional training classes provided to collection specialists:

- Company Policy
- Professional Phone Collections Techniques
- Promises that Pay
- Effective Leadership
- Collection Software
- Money Gram Collections
- Effective Skip Tracing Techniques
- ACH Rules
- Dispute Resolution
- Talk off responses

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Ongoing Training: Other collection training includes ACA video training, audio tape library, real-time training with each Collection Specialist and monthly management meetings which include orientation, training and individual collector reviews.

Our Team of Certified Collection Specialists has collectively over 140 years of collections experience, and collectively over 60 years court collection experience.

4-2. QUALIFICATIONS

A.CONTRACTOR QUALIFICATIONS

a. Court Collection Experience

FIRM BACKGROUND

The Law Firm of McCreary, Veselka, Bragg & Allen, P. C. (MVBA) is a Texas Professional Corporation with over 55 years of experience collecting government receivables utilizing one of the nation's most technologically advanced debt collection programs. While our collection efforts extend beyond Texas, including all 50 States and US Territories, Canada and Mexico, we are Texas based and our focus is providing collection services to Texas governmental entities. We believe in providing excellent customer service, which means responding to our clients' needs promptly, while at the same time focusing on producing results. During our decades of providing stellar service, we have designed and implemented collection programs that increase the revenues of our clients while optimizing their resources. The Firm presently represents over eight hundred local governments in the collection of delinquent debt. Many of these clients have been with us for over thirty-five years.

MVBA understands that the City is seeking a complete municipal court collection solution that helps you achieve your highest priority objectives. When utilizing our services the City reduces governmental expense, increases public awareness, increases case closure rates, provides additional revenue, and increases court efficiencies. MVBA knows that all clients are not alike, and not all courts are alike. MVBA customizes our program based on the unique needs of each court. We emulate your court's policies and procedures and in essence become an arm of the court as your "virtual clerk". We are committed to helping you resolve and collect your delinquent cases with a consistent, effective approach throughout our working relationship. MVBA is committed to extending additional services at no cost to further increase efficiencies and reduce costs as the City deems necessary.

MVBA has been actively engaged in the collection of delinquent court fines, fees and costs for more than 16 years. We began working for Texas municipal and justice courts after the original change to Section 103.0031, Texas Code of Criminal Procedure was passed by the Texas Legislature in 2001. Our focus is in serving municipal, justice and county courts in the State of Texas. Since the program's inception, MVBA has expanded the collection of delinquent court fines, fees and costs to 356 Texas courts including 185 municipal courts and 171 district, county and justice courts.

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Because of our vast representation of courts across the State of Texas we may already have current information on a defendant that has outstanding court fines and fees in multiple jurisdictions. We view this as a tremendous advantage to the City.

MVBA maintains successful court collection programs for many Texas courts similar in size and volume as that of Missouri City. These include; Abilene, San Angelo, Conroe, Beaumont, Port Arthur, Huntsville, Bryan, Round Rock, Cedar Park, Temple, Waco, Lewisville, Allen, McKinney, and Cedar Hill.

To keep abreast of issues of concerns for our clients, MVBA is a member and supports numerous municipal and county associations including;

- Texas Municipal League (TML)
- Texas Municipal Courts Association
- Texas Court Clerks Association
- Texas Marshals Association
- Government Finance Officers of Texas
- Texas City Management Association
- Texas Justice of the Peace and Constable Association
- Various other municipal and county government associations.

MVBA is a long standing member of the American Collectors Association (ACA) International, the organization that provides instruction, seminars and continuing education on all the governmental regulations related to the collection industry, MVBA staff receives training that is relative to all aspects of debt collections. Personnel training is a key component of our collection program. All MVBA collection personnel are required to obtain and maintain Certification through ACA as a Certified Professional Collections Specialist. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff. Our Certified Collection Specialists and internal operations and administrative staff are required to maintain a working knowledge of all Texas State and United States Federal laws regarding debt collections including but not limited to:

- Public Law 95-109
 - Fair Debt Collections Practice Act (FDCPA)
 - Public Law 103-322
 - Driver's Privacy Protection Act (DPPA)
 - State law compliance
-

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We conduct license reviews through Cornerstone Support in Georgia and maintain licenses in the states requiring a law firm to be licensed to perform consumer related collection activities. We believe our collection record clearly reveals our strong capability to collect delinquent cases in and outside the State of Texas. MVBA has the Third Party Collector bond required by Texas law (Sec. 392.101, Texas Finance Code) to do business as a collection agency. **Please see Exhibits for a copy of the Bond**

All personnel are well versed in court terminology and court processes. Management and Client Service Coordinators (CSCs) attend legislative updates through the Texas Municipal Courts Education Center and stay abreast of all aspects of legislation that pertains to municipal court collections and the Texas Code of Criminal Procedure Chapter 103. One CSC is a former court administrator and is a level II Certified Court Clerk and one CSC is a former chief justice clerk of fifteen years and teaches for the Texas Justice Court Training Center.

MVBA understands the importance and complexities involved in the collection of delinquent court fines and fees. We have always been cognizant of our clients' commitment to honor and uphold the judiciary. In light of the recent Department of Justice Opinion, and changes in recent legislation, while revenue is a component of the collection process, we are committed to supporting our clients in upholding defendants' Constitutional rights, and all defendants are and always have been, directed to exercise their right to appear before the court.

b. CONTRACTOR RESPONSIBILITIES

MVBA guarantees it will:

- *Prepare and mail initial appearance letters to defendants and these mailings will be at no charge to the City/court. It is understood these are pre-collection notices. Letters will be mailed on the 15th day after the violation date (or the first business day after). MVBA will provide proof of the mailing to the court.*
- *Prepare and mail show cause letters to defendants and these mailings will be at no charge to the City/court. These may or may not be pre-collection cases. It is understood the court will submit a report to MVBA and once the letters have been sent to defendants, we will provide proof of the mailing to the court.*
- *Make phone notifications with overdue cases that may or may not be pre-collection cases, and the calls will be made at no cost to the City/court. It is understood the court will submit a list of cases to MVBA and we will provide the court with a list of defendants contacted and those that could not be reached.*
- *Become familiar with the legal distinctions of each type of case and warrant submitted for collection effort and will develop a series of contacts with the City's defendants that do not violate the defendants' statutory and constitutional rights.*

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- *Attempt to contact the defendant named in any case or warrant submitted for collection service at least eight (8) times in a 180-day period through a rotating telephone and letter cycle. Voice/telephone contact attempts shall be limited to between the hours of 8:00 a.m. and 9 p.m., Monday through Saturday. No Sunday contacts will be attempted.*
- *Submit written scripts for telephone contacts and written communications for approval by the City for each type of case and warrant submitted for collections services and will pay all costs related to the telephone contact and written communications.*
- *Instruct all defendants to forward monies directly to the City of Missouri City Municipal Court. Should MVBA receive a payment for a defendant, it shall forward payment directly to the City in the form of the original instrument received and notify the Missouri City Municipal Court immediately upon receipt the same business day.*
- *Use due diligence, reasonable, and ethical methods, and employ lawful means to effect collection on the City's outstanding cases, including adherence to all Federal and State laws governing collections.*
- *Treat every defendant in a professional and courteous manner.*
- *Not be entitled to any fee for any money collected after any case has been recalled, and the City may recall any case at any time.*
- *Return information on cases submitted for collection services including all information developed by MVBA regarding the defendant or his/her whereabouts, as requested by the City*
- *Assign a full-time customer service representative to the City of Missouri City who will be available to address day-to-day issues.*
- *Provide additional written and/or telephone contacts as MVBA deems within the hours stipulated above and in accordance with all applicable State and Federal law*
- *Work with the City to conduct Warrant Round-Up and/or Amnesty programs as requested, requiring MVBA to send out additional notices and providing the City with an updated address list of defendants within the Missouri City area.*
- *Keep all information supplied by the City confidential and not disclose to parties other than the MVBA employees on a need-to-know basis for the purpose of contract performance and to the defendant. MVBA shall not disclose social security numbers, driver's license numbers or any other information deemed*

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confidential by the City to anyone other than the defendant and the City will notify MVBA of information deemed confidential, as appropriate.

- *Jointly review with the City the appropriate cases for which payment is due to MVBA on a monthly basis and;*
- *Be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended.*
- *Not be entitled to reimbursement for expenses incurred under the Contract.*
- *Not hold the city liable under the Contract for any services which are unsatisfactory or which the City has not approved.*

c. RELATED ISSUES

ABILITY TO PERFORM

There has been no occurrence where MVBA has been unable to perform any of its responsibilities timely nor where the performance of those duties was inaccurate or not in accordance with the law. MVBA is capable and ready to continue providing collection operations as outlined in the City's RFP.

NO CONFLICTS OF INTEREST

McCreary, Veselka, Bragg & Allen, P. C. has never represented a party who was in an adversarial position with any client. The Firm knows of no conflicts of interest or potential conflicts of interest that would impede its representation.

LEGAL SERVICES

We provide legal advice to clients, as part of our fee, on the collection of delinquent fines, fees and accounts receivables. MVBA provides clients with information updates on litigation, attorney general opinions and legislation concerning all aspects of debt collection including statutes related to Article 103.0031 of the Texas Code of Criminal Procedure.

DISCLOSURE STATEMENT

There has been no litigation filed against MVBA or its owners, related to the collection of debts. MVBA has never been the subject of any regulatory censure. MVBA has never filed any litigation against its clients.

COMMITMENTS

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MVBA commits to continue providing the best delinquent collection program available to the City of Missouri City, including all of the services outlined in the Request for Proposal (RFP). Our response to the RFP outlines how we provide each of those services. MVBA commits to keeping the City well informed of the status of the collection program and the progress of our efforts through continuous personal communication and consistent reporting. MVBA is committed to providing additional services at no cost to the City that the City may deem necessary to expedite and enhance the collection program.

DEGREE OF COMPLIANCE

It is our intention to affirmatively respond to all requirements stated in the RFP. Accordingly, all services listed and the proposed contract in this proposal is in full accord with the specifications in the RFP. The information contained in this proposal is a detailed description of our collection program. We have continually expanded and enhanced our collection program over the years as technological advancements have become available to us. The results have been outstanding.

EQUAL OPPORTUNITY EMPLOYER

McCreary, Veselka, Bragg & Allen, P. C. is an EQUAL OPPORTUNITY EMPLOYER. Applicants for position are considered based on their qualifications for the position applied without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, disability, or any other criteria prohibited by law

FINANCIAL STRENGTH

McCreary, Veselka, Bragg & Allen, P. C. has been in existence since 1961 and has the financial strength to commit the resources required in administering an effective debt collection program. We have included a copy of our financial statements marked "**Confidential**" and included in the "**Original**" copy of this proposal. You may also contact the following bank officer for comments on our financial strength:

J. Hollis Bone/Executive Vice President
R Bank
1900 Round Rock Ave.
Round Rock, TX 78681
Phone: 512-600-8100

INDEMNIFICATION AND INSURANCE

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of **MVBA's** performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors.

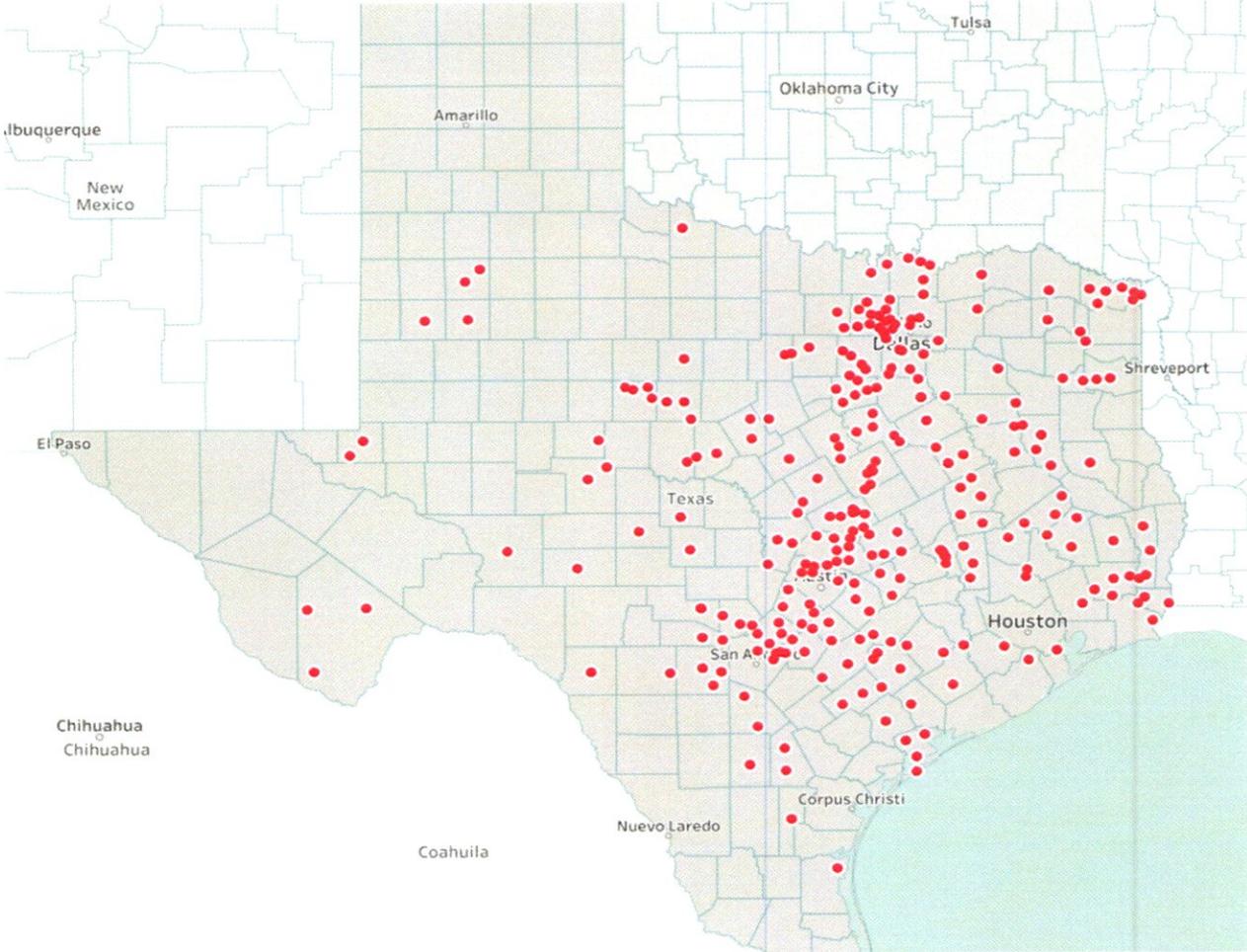
*City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services*

Furthermore, in the event of joint and/or shared negligence or fault of the City and **MVBA**, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. MVBA maintains professional liability insurance in the amount of \$2,000,000.

Please see Certificate of Insurance in Exhibits of this proposal.

d. TEXAS COURT REPRESENTATION – AT A GLANCE

Since 2001, our expertise in assisting Texas courts in the resolution of outstanding fines, fees and costs is unmatched in the industry. This is evident with our representation of over 356 courts in Texas, including 185 municipal courts and 171 county and justice courts. The map below depicts our representation of these courts across the State of Texas.



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Please see the complete Fines & Fees Client list including contract dates and nature of services on pages 8 through 15 of this section of the proposal.

e. COMPLETE FINES AND FEES CLIENT LIST

(Please note: To protect our clients MVBA is labelling this section as “Confidential”)

Listed below are current clients that have contracted with McCreary, Veselka, Bragg & Allen, P. C. for the collection of court fines and fees and/or accounts receivables. We invite you to contact these clients to inquire as to the results of our collection program:

MUNICIPAL CLIENTS

<u>CITY</u>	<u>DATE OF CONTRACT</u>	<u>TYPE OF COLLECTIONS</u>
Point Comfort	October 14, 2003	Collection of Fines & Fees and Accounts Receivable
Port Lavaca	October 14, 2003	Collection of Fines & Fees and Accounts Receivable
Palestine	November 24, 2003	Collection of Fines & Fees and Accounts Receivable
Giddings	April 6, 2004	Collection of Fines & Fees and Accounts Receivable
The Colony	April 19, 2004	Collection of Accounts Receivable and EMS
Brownfield	July 1, 2004	Collection of Fines & Fees and Accounts Receivable
Navasota	July 27, 2004	Collection of Fines & Fees and Accounts Receivable
Taylor	August 30, 2004	Collection of Fines & Fees and Accounts Receivable
Bogata	September 13, 2004	Collection of Fines & Fees and Accounts Receivable
Grand Saline	September 14, 2004	Collection of Fines & Fees and Accounts Receivable
Baird	September 20, 2004	Collection of Fines & Fees and Accounts Receivable
Elgin	November 2, 2004	Collection of Fines & Fees and Accounts Receivable
Whitney	November 11, 2004	Collection of Fines & Fees and Accounts Receivable
Hickory Creek	November 16, 2004	Collection of Fines & Fees
Lexington	November 16, 2004	Collection of Fines & Fees, Accounts Receivable and EMS
Tye	November 16, 2004	Collection of Fines & Fees and Accounts Receivable
Merkel	November 22, 2004	Collection of Fines & Fees and Accounts Receivable
Hillsboro	January 19, 2005	Collection of Fines & Fees and Accounts Receivable
Alice	March 16, 2005	Collection of Accounts Receivable
Schertz	April 4, 2005	Collection of EMS Receivables
San Angelo	May 6, 2005	Collection of Fines & Fees
Crowley	May 19, 2005	Collection of Fines & Fees and Accounts Receivable
George West	July 18, 2005	Collection of Fines & Fees and Accounts Receivable
North Lake	August 11, 2005	Collection of Fines & Fees and Accounts Receivable
Gainesville	September 20, 2005	Collection of Accounts Receivable
Belton	October 5, 2005	Collection of Fines & Fees

City of Missouri City, Texas

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Marion	October 17, 2005	Collection of Fines & Fees
Temple	October 20, 2005	Collection of Fines & Fees and Accounts Receivable
El Campo	November 8, 2005	Collection of Fines & Fees
Luling	November 10, 2005	Collection of Fines & Fees and Accounts Receivable
Gonzales	November 11, 2005	Collection of Fines & Fees
Hutto	December 20, 2005	Collection of Fines & Fees and Accounts Receivable
Lake Dallas	February 21, 2006	Collection of Fines & Fees
Lockhart	February 21, 2006	Collection of Fines & Fees
Nacogdoches	May 2, 2006	Collection of Fines & Fees
Eagle Lake	July 11, 2006	Collection of Fines & Fees
Alpine	August 2, 2006	Collection of Fines & Fees
Yorktown	September 21, 2006	Collection of Fines & Fees
Victoria	November 22, 2006	Collection of Fines & Fees
Alto	December 29, 2006	Collection of Fines & Fees
Comanche	February 12, 2007	Collection of Fines & Fees
College Station	April 23, 2007	Collection of Fines & Fees and Accounts Receivable
Wallis	July 18, 2007	Collection of Fines & Fees and Accounts Receivable
Conroe	July 23, 2007	Collection of Fines & Fees
Martindale	September 6, 2007	Collection of Accounts Receivable
Kermit	September 13, 2007	Collection of Fines & Fees
Bryan	October 2, 2007	Collection of Fines & Fees
Moulton	October 15, 2007	Collection of Fines & Fees
Abilene	November 1, 2007	Collection of Fines & Fees
Weimar	December 13, 2007	Collection of Fines & Fees
Sabinal	December 13, 2007	Collection of Fines & Fees
**Weimar AR	January 10, 2008	Collection of Accounts Receivable
**Sabinal AR	January 14, 2008	Collection of Accounts Receivable
Tahoka	February 18, 2008	Collection of Fines & Fees
Lewisville	March 17, 2008	Collection of Fines & Fees
Devine	March 18, 2008	Collection of Fines & Fees
**Belton AR	April 21, 2008	Collection of Accounts Receivable
Clyde	July 8, 2008	Collection of Fines & Fees
Cross Plains	October 8, 2008	Collection of EMS Receivables
Justin	December 8, 2008	Collection of Fines & Fees
Argyle	February 10, 2009	Collection of Fines & Fees
Yoakum	February 10, 2009	Collection of Fines & Fees and Accounts Receivable
Highland Park	February 17, 2009	Collection of Fines & Fees

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Wink	February 25, 2009	Collection of Fines & Fees
Teague	March 9, 2009	Collection of Fines & Fees and Accounts Receivable
Hallsville	March 17, 2009	Collection of Fines & Fees and Accounts Receivable
Kempner	March 24, 2009	Collection of Fines & Fees
Morgan's Point Resort	April 1, 2009	Collection of Fines & Fees and Accounts Receivable
Florence	April 7, 2009	Collection of Fines & Fees and Accounts Receivable
Huntsville	April 7, 2009	Collection of Fines & Fees
Manor	April 16, 2009	Collection of Fines & Fees
Shiner	May 4, 2009	Collection of Fines & Fees
Wortham	May 12, 2009	Collection of Fines & Fees
Leander	May 21, 2009	Collection of Fines & Fees and Accounts Receivable
Hallettsville	June 1, 2009	Collection of Fines & Fees
Daingerfield	June 8, 2009	Collection of Fines & Fees and Accounts Receivable
**Manor AR	June 18, 2009	Collection of Accounts Receivable
Sour Lake	June 22, 2009	Collection of Fines & Fees
Corinth	June 29, 2009	Collection of Fines & Fees and Accounts Receivable
Lake Worth	July 20, 2009	Collection of Fines & Fees
Dublin	August 10, 2009	Collection of Fines & Fees and Accounts Receivable
Forest Hill	September 11, 2009	Collection of Fines & Fees
**Devine	September 15, 2009	Collection of Accounts Receivable
Kennedale	October 1, 2009	Collection of Fines & Fees
De Leon	November 24, 2009	Collection of Fines & Fees and Accounts Receivable
Ferris	December 17, 2009	Collection of Fines & Fees
Willis	January 19, 2010	Collection of Fines & Fees
Manvel	January 25, 2010	Collection of Fines & Fees
Jewett	February 8, 2010	Collection of Fines & Fees
Texarkana	February 22, 2010	Collection of Fines & Fees
Double Oak	April 5, 2010	Collection of Fines & Fees
Sunnyvale	May 25, 2010	Collection of Fines & Fees
Little Elm	June 18, 2010	Collection of Fines & Fees and Accounts Receivable
Miles	July 6, 2010	Collection of Fines & Fees
**Corinth	August 1, 2010	Collection of Accounts Receivable
Garrett	August 18, 2010	Collection of Fines & Fees
Onalaska	September 14, 2010	Collection of Fines & Fees
Livingston	November 9, 2010	Collection of Fines & Fees
**Hallettsville AR	November 17, 2010	Collection of Accounts Receivable
Lacy Lakeview	February 15, 2011	Collection of Fines & Fees and Accounts Receivable
Duncanville	February 15, 2011	Collection of Fines & Fees
Gladewater	March 17, 2011	Collection of Accounts Receivable

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Fate	March 21, 2011	Collection of Accounts Receivable
Lake City	April 15, 2011	Collection for Municipal Utility Authority
Waco	May 11, 2011	Collection of Fines & Fees and Accounts Receivable
Shady Shores	June 23, 2011	Collection of Fines & Fees
Three Rivers	July 18, 2011	Collection of Fines & Fees
Krum	July 21, 2011	Collection of Fines & Fees and Accounts Receivable
Nash	August 8, 2011	Collection of Fines & Fees
Horseshoe Bay	August 22, 2011	Collection of Fines & Fees and Accounts Receivable
Copper Canyon	August 22, 2011	Collection of Fines & Fees
Garden Ridge	September 8, 2011	Collection of Fines & Fees
Pilot Point	September 12, 2011	Collection of Fines & Fees
Thorndale	September 14, 2011	Collection of Fines & Fees
Corsicana	September 20, 2011	Collection of Fines & Fees
**El Campo	October 18, 2011	Collection of Accounts Receivable
Cedar Park	November 17, 2011	Collection of Fines & Fees
Georgetown	December 19, 2011	Collection of Fines & Fees
Albany	December 21, 2011	Collection of Fines & Fees
Converse	December 30, 2011	Collection of Fines & Fees and Accounts Receivable
Wake Village	January 9, 2012	Collection of Fines & Fees
Sugar Land	February 17, 2012	Collection of Accounts Receivable
New Boston	February 21, 2012	Collection of Fines & Fees
Concordia University	March 16, 2012	Financial Collections Services
Decatur	March 26, 2012	Collection of Fines & Fees
Santa Anna	July 9, 2012	Collection of Fines & Fees
Madisonville	July 9, 2012	Collection of Fines & Fees
Liberty	July 10, 2012	Collection of Fines & Fees
Winfield	July 19, 2012	Collection of Fines & Fees
Hollywood Park	July 24, 2012	Collection of Fines & Fees
Cottonwood Shores	July 25, 2012	Collection of Fines & Fees and Accounts Receivable
Rusk	September 7, 2012	Collection of Fines & Fees
Smithville	September 12, 2012	Collection of Fines & Fees
Hooks	September 27, 2012	Collection of Fines & Fees
*BVSWMA	October 10, 2012	Collection of Accounts Receivable
Rockdale	October 18, 2012	Collection of Fines & Fees
Buda	October 30, 2012	Collection of Fines & Fees
Woodville	November 26, 2012	Collection of Fines & Fees
**Garrett	January 10, 2013	Collection of Accounts Receivable
Aubrey	January 15, 2013	Collection of Fines & Fees
**Highland Park	January 16, 2013	Collection of Accounts Receivable
Cleburne	January 29, 2013	Collection of Fines & Fees
Bartlett	January 31, 2013	Collection of Fines & Fees and Accounts Receivable
Honey Grove	February 4, 2013	Collection of Fines & Fees
**Willis AR	March 19, 2013	Collection of Accounts Receivable
Round Rock	March 28, 2013	Collection of Fines & Fees

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Bangs	April 8, 2013	Collection of Fines & Fees
Lone Star	April 18, 2013	Collection of Fines & Fees and Accounts Receivable
**Shiner	June 3, 2013	Collection of Accounts Receivable
**Smithville	June 4, 2013	Collection of Accounts Receivable
Mineral Wells	June 4, 2013	Collection of Fines & Fees and Accounts Receivable
Bulverde	August 13, 2013	Collection of Fines & Fees
Cedar Hill	August 27, 2013	Collection of Fines & Fees
Idalou	September 27, 2013	Collection of Fines & Fees, Accounts Receivable and EMS
Bastrop	October 3, 2013	Collection of Fines & Fees and Accounts Receivable
Flatonia	October 15, 2013	Collection of Fines & Fees
Cameron	December 16, 2013	Collection of Fines & Fees and Accounts Receivable
Buckholts	January 14, 2014	Collection of Fines & Fees and Accounts Receivable
**Pilot Point AR	April 14, 2014	Collection of Accounts Receivable
Brady	April 15, 2014	Collection of Fines & Fees
**Justin AR	May 20, 2014	Collection of Accounts Receivable
Orange	June 10, 2014	Collection of Fines & Fees
Granger	August 1, 2014	Collection of Fines & Fees and Accounts Receivable
Venus	August 14, 2014	Collection of Fines & Fees
Allen	August 27, 2014	Collection of Fines & Fees
Jourdanton	September 15, 2014	Collection of Fines & Fees
Aurora	October 1, 2014	Collection of Fines & Fees
Milano	October 6, 2014	Collection of Fines & Fees
Valley Mills	October 15, 2014	Collection of Fines & Fees
Sansom Park	October 16, 2014	Collection of Fines & Fees
Seabrook	December 8, 2014	Collection of Fines & Fees
Bruceville-Eddy	December 11, 2014	Collection of Fines & Fees
Malone AR	January 14, 2015	Collection of Accounts Receivable
Seven Points	January 26, 2015	Collection of Fines & Fees
Godley	February 4, 2015	Collection of Fines & Fees
**Valley Mills AR	February 9, 2015	Collection of Accounts Receivable
**Comanche AR	February 13, 2015	Collection of Accounts Receivable
** Round Rock AR	March 3, 2015	Collection of Accounts Receivable
Early	March 10, 2015	Collection of Fines & Fees
Holland	April 17, 2015	Collection of Fines & Fees
Jarrell	April 28, 2015	Collection of Fines & Fees
Sanger	May 1, 2015	Collection of Fines & Fees
**Forest Hill AR	May 28, 2015	Collection of Accounts Receivable
Beaumont	July 21, 2015	Collection of Fines & Fees
Lorena	July 28, 2015	Collection of Fines & Fees
Commerce	July 29, 2015	Collection of Fines & Fees and Accounts Receivable
Port Arthur	August 4, 2015	Collection of Fines & Fees
Hamilton	September 24, 2015	Collection of Fines & Fees and Accounts Receivable
**Santa Anna AR	September 25, 2015	Collection of Accounts Receivable

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Edna	October 15, 2015	Collection of Fines & Fees and Accounts Receivable
Denison	October 22, 2015	Collection of Fines & Fees and Accounts Receivable
Jacksboro	October 26, 2015	Collection of Fines & Fees and Accounts Receivable
Van Alstyne	November 2, 2015	Collection of Fines & Fees
Whitesboro	November 17, 2015	Collection of Fines & Fees and Accounts Receivable
Harker Heights	December 8, 2015	Collection of Fines & Fees
Floydada	December 14, 2015	Collection of Accounts Receivable
Hubbard	December 14, 2015	Collection of Fines & Fees and Accounts Receivable
Jacksonville	February 5, 2016	Collection of Fines & Fees
**Clyde	February 9, 2016	Collection of Accounts Receivable
** San Angelo	February 18, 2016	Collection of Accounts Receivable
Marshall	March 10, 2016	Collection of Fines & Fees
Athens	March 18, 2016	Collection of Fines & Fees
Coppell	April 14, 2016	Collection of Accounts Receivable
Bronte	April 14, 2016	Collection of Fines & Fees and Accounts Receivable
Trophy Club	May 12, 2016	Collection of Accounts Receivable
McKinney	July 8, 2016	Collection of Fines & Fees
Cuney	October 11, 2016	Collection of Fines & Fees
** Kennedale	October 17, 2016	Collection of Accounts Receivable
**Sanger	October 24, 2016	Collection of Accounts Receivable
Kerrville	December 15, 2016	Collection of Accounts Receivable
**Coppell	January 24, 2017	Collection of Fines & Fees
Pottsboro	February 6, 2017	Collection of Fines & Fees and Accounts Receivable
Isaacson MUD	April 28, 2017	Collection of Accounts Receivable
Longview	May 1, 2017	Collection of Accounts Receivable
San Marcos/Hays Co.	May 2, 2017	Collection of EMS Receivables
Todd Mission	May 10, 2017	Collection of Fines & Fees
Sherman	July 31, 2017	Collection of Fines & Fees, Accounts Receivable and EMS
Sonora	August 14, 2017	Collection of Fines & Fees
Poteet	August 31, 2017	Collection of Fines & Fees
**McKinney	August 31, 2017	Collection of Accounts Receivable
** Decatur	November 27, 2017	Collection of Accounts Receivable
Melissa	December 19, 2017	Collection of Fines & Fees
Huxley	January 19, 2018	Collection of Accounts Receivable
**Rockdale	February 20, 2018	Collection of Accounts Receivable
** Holland	February 20, 2018	Collection of Accounts Receivable
Marlin	March 26, 2018	Collection of Fines & Fees and Accounts Receivable
Tioga	June 25, 2018	Collection of Fines & Fees and Accounts Receivable
**Yorktown	June 27, 2018	Collection of Accounts Receivable
Odessa	July 30, 2018	Collection of Fines & Fees
Palmview	August 8, 2018	Collection of Accounts Receivable
Lampasas	September 10, 2018	Collection of Fines & Fees
Ste. Genevieve, MO	September 15, 2018	Collection of EMS Receivables
Angleton	September 20, 2018	Collection of EMS Receivables

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Lorenzo	October 8, 2018	Collection of Fines & Fees and Accounts Receivable
**Poteet	October 9, 2018	Collection of Accounts Receivable
Streetman	October 15, 2018	Collection of Fines & Fees
Ralls	October 17, 2018	Collection of Fines & Fees and Accounts Receivable
**Madisonville	November 13, 2018	Collection of Accounts Receivable
Snyder	December 12, 2018	Collection of Fines & Fees and Accounts Receivable
Ballinger	January 9, 2019	Collection of Fines & Fees and Accounts Receivable
**Allen	January 11, 2019	Collection of Accounts Receivable
Little River-Academy	January 14, 2019	Collection of Fines & Fees
Mont Belvieu	January 14, 2019	Collection of Accounts Receivable
Watauga	January 14, 2019	Collection of Fines & Fees and Accounts Receivable
Gunter	January 29, 2019	Collection of Fines & Fees
Trenton	February 1, 2019	Collection of Fines & Fees and Accounts Receivable
Sweetwater	February 12, 2019	Collection of Fines & Fees and Accounts Receivable

COUNTY DATE OF CONTRACT COLLECTION DELINQUENT FINES AND FEES

Crockett	October 8, 2001	County and Justice Court
Hill	October 8, 2001	County and Four Justice Courts
Sutton	October 9, 2001	County and Justice Court
Menard	October 16, 2001	County and Justice Court
Comal	May 23, 2002	Four Justice Courts
Guadalupe	July 17, 2003	District and Four Justice Courts
Coryell	August 11, 2003	County and Four Justice Courts
Fayette	August 11, 2003	One Justice Court
Callahan	August 25, 2003	Three Justice Courts
Lee	September 8, 2003	County and Three Justice Courts
Calhoun	September 24, 2003	County and Five Justice Courts
Grimes	October 17, 2003	Three Justice Courts
Bowie	November 24, 2003	Four Justice Courts
Gonzales	December 8, 2003	Three Justice Courts
Brewster	April 27, 2004	County and Two Justice Court
Anderson	June 14, 2004	County Courts
Hardin	June 14, 2004	District, County and Four Justice Courts
Bandera	June 24, 2004	County and Four Justice Courts
McMullen	July 12, 2004	County and Justice Court

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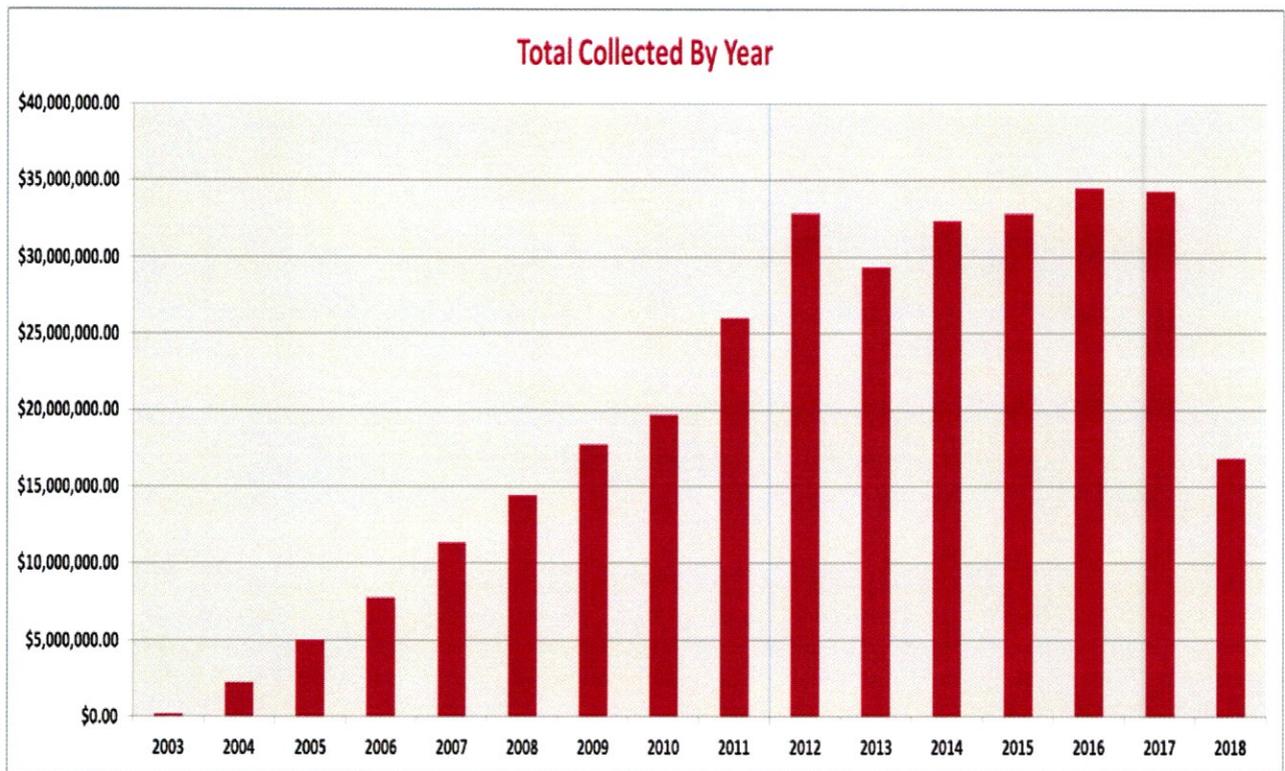
Mason	August 25, 2004	County, Justice Court and EMS
Terry	October 8, 2004	Two Justice Courts
Jasper	December 13, 2004	District, County and Six Justice Courts
Wilbarger	December 20, 2004	County Court
Polk	February 1, 2005	District, County and Four Justice Courts
Medina	March 4, 2005	County and Four Justice Courts
Kinney	May 27, 2005	Justice Court
Williamson	May 31, 2005	Three Justice Courts
Cherokee	June 27, 2005	Four Justice Courts
Taylor	March 23, 2006	County Court
Kendall	April 26, 2006	Four Justice Courts
Brazos	August 29, 2006	District, County, and Five Justice Courts
Hays	December 5, 2006	Six Justice Courts
Freestone	August 6, 2007	Four Justice Courts
Lavaca	August 27, 2007	District, County and Three Justice Courts
Leon	October 24, 2007	County and Three Justice Courts
Denton	January 22, 2008	District, County, and Six Justice Courts
Trinity	May 12, 2008	District, County, and Four Justice Courts
Lubbock	April 27, 2009	District, County, and Four Justice Courts
Milam	November 20, 2009	District, County, and Four Justice Courts
Dewitt	November 26, 2012	District, County and Two Justice Courts
**Bandera	March 12, 2015	Collection of EMS
Johnson	July 27, 2015	Four Justice Courts
Burnet	January 28, 2016	Four Justice Courts
** Lavaca	May 9, 2016	Collection of EMS Receivables

*Brazos Valley Solid Waste Management Agency, Inc.

**Denotes addition to an already existing contract

f. PERFORMANCE

This graph illustrates our collection performance over the years as we have expanded our portfolio of court clients. Since launching our Fines & Fees Division, MVBA has collected over 275 million dollars for our Texas court clients. In addition, over 265 million dollars have been resolved in non-revenue closures due to our efforts in locating defendants and their subsequent appearance before the court. MVBA works all cases in our clients' case files regardless of age.



g. COMPARABLE STATISTICS

MVBA’s collection percentages are well above industry standards and always exceed the national averages. MVBA expects to realize significant results with our collection program for the City of Missouri City. The level of success depends on several factors; age of cases when turned over for collection, consistency in sending accounts, first or second placement accounts, quality of data, internal policies, procedures and cooperation and participation in the collection program. The work plan described in this proposal details the collection efforts that are utilized in the collection of delinquent cases. In the chart below MVBA is including comparable statistics with other jurisdictions that we represent with similar characteristics as those of the City of Missouri City Municipal Court. Recovery rates range from 47.44 percent to 69.81percent. We would expect similar recovery rates when implementing our program at the City of Missouri City Municipal Court. In addition, with the implementation of show cause courtesy notices and/or Judge hearing notices as well as pre-warrant calls, the City can expect better pre-collection rates as well. When mailing on behalf of the court, the court will benefit from up-front skip-tracing before the notices are mailed, thereby significantly reducing return mail and resulting in more notices reaching its defendants.

Court	Cases Placed	Dollars Placed	Total # Cases Resolved	\$ Resolved	Total % Resolved
Abilene Municipal Court	83,662	\$27,348,781	47,061	\$15,813,385.68	56.25%
Bryan Municipal Court	46,205	\$20,150,182	31,470	\$13,706,005.45	68.11%
Cedar Park Municipal Court	18,256	\$7,711,515	11,977	\$5,021,013.30	65.61%
Cedar Hill Municipal Court	15,034	\$6,667,176	8,663	\$3,734,494.70	56.01%
Conroe Municipal Court	86,470	\$33,286,780	56,459	\$23,237,944.12	69.81%
Huntsville Municipal Court	16,277	\$6,591,845	7,722	\$3,173,356.78	47.44%
Lewisville Municipal Court	41,192	\$19,652,091	28,415	\$13,367,801.17	68.98%
Nacogdoches Municipal Court	35,893	\$12,013,175	22,823	\$7,648,719.79	63.59%
Port Arthur Municipal Court	63,832	\$20,822,532	37,150	\$11,411,541.32	58.20%
Round Rock Municipal Court	29,130	\$12,341,145	13,825	\$5,900,773.87	47.46%
San Angelo Municipal Court	114,556	\$35,354,961	78,431	\$24,045,308.99	68.47%
Temple Municipal Court	80,300	\$30,700,802	42,756	\$16,195,094.00	53.25%
Waco Municipal Court	92,740	\$31,080,845	48,029	\$15,764,691.22	51.79%

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h. REFERENCES

CLIENT: City of San Angelo Municipal Court
LOCATION: 110 S Limerick, San Angelo TX 76903
CONTACT PERSON AND TITLE: Judge Allen Gilbert/Presiding Municipal Judge
TELEPHONE NUMBER: 325-657-4366 fax 325-657-4566
EMAIL: samc@wcc.net
SCOPE OF SERVICES: Collection of delinquent court fines & fees, utilities, warrant round-up services
CONTRACT PERIOD: 5/6/05 to present

CLIENT: City of Abilene Municipal Court
LOCATION: 555 Walnut St., Abilene TX 79064
CONTACT PERSON AND TITLE: Christina Lozano/ Court Administrator
TELEPHONE NUMBER: 325-676-6302 fax 325-676-6286
EMAIL: Christina.lozano@abilenetx.com
SCOPE OF SERVICES: Collection of delinquent court fines & fees, pre-warrant courtesy calls, show cause courtesy notices, Judge hearing notifications, warrant round-up services
CONTRACT PERIOD: 11/1/07 to present

CLIENT: City of Round Rock Municipal Court
LOCATION: 301 W Bagdad, Round Rock TX 78665
CONTACT PERSON AND TITLE: Christine Valdovino/Court Administrator
TELEPHONE NUMBER: 972-780-5017 fax 972-780-5077
EMAIL: cvaldovino@roundrocktexas.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services
CONTRACT PERIOD: 3/1/13 to present

CLIENT: City of Temple Municipal Court
LOCATION: 303 W. Ave. B, Temple Texas 76501
CONTACT PERSON AND TITLE: Dana Karl /Court Administrator
TELEPHONE NUMBER: 254-298-5687 fax 254-298-5365
EMAIL: dkarl@ci.temple.tx.us
SCOPE OF SERVICES: Collection of delinquent court fines & fees, Scofflaw processing, annual and local warrant round-up services
CONTRACT PERIOD: 10/20/05 to present

CLIENT: City of Bryan Municipal Court
LOCATION: PO Box 1000, Bryan TX 77805
CONTACT PERSON AND TITLE: Chad Eixmann/Court Administrator
TELEPHONE NUMBER: 979-209-5400 fax 979-731-1760
EMAIL: ceixmann@bryantx.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, GIS mapping, warrant round-up services
CONTRACT PERIOD: 7/1/2007 to present

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services

(References continued)

CLIENT: City of Beaumont Municipal Court
LOCATION: 700 Orleans, Beaumont TX 77701
CONTACT PERSON AND TITLE: Sheryl Reese/Court Administrator
TELEPHONE NUMBER: 409-980-7273 fax 409-528-2713
EMAIL: sreese@BeaumontTexas.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services
CONTRACT PERIOD: 7/2015 to present

CLIENT: City of Port Arthur Municipal Court
LOCATION: 645 4TH St, Port Arthur TX 77640
CONTACT PERSON AND TITLE: Andetria (Dee) Christiansen/Court Administrator
TELEPHONE NUMBER: 409-983-8686 ext 8552 fax 409-983-8759
EMAIL: Andetria.jones@portarthurtx.gov
SCOPE OF SERVICES: Collection of delinquent court fines & fees, TLOxp access, warrant round-up services
CONTRACT PERIOD: 8/2015 to present

CLIENT: City of McKinney Municipal Court
LOCATION: 130 S Chestnut, McKinney TX 75069
CONTACT PERSON AND TITLE: April Morman/Court Administrator
TELEPHONE NUMBER: 972-547-7674 fax 972-547-7686
EMAIL: amorman@mckinneytexas.org
SCOPE OF SERVICES: Collection of delinquent court fines & fees, GIS mapping, warrant round-up services
CONTRACT PERIOD: 7/08/16 to present

CLIENT: City of Lewisville Municipal Court
LOCATION: 1197 W Main, Lewisville TX 75029
CONTACT PERSON AND TITLE: Elizabeth Labori/Court Administrator
TELEPHONE NUMBER: 972-219-3436 fax 972-219-3708
EMAIL: elabori@cityoflewisville.com
SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services
CONTRACT PERIOD: 3/28/08 to present

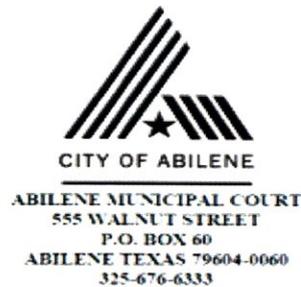
CLIENT: City of Leander Municipal Court
LOCATION: 200 W. Willis, Leander TX 78645
CONTACT PERSON AND TITLE: Barbara Shannon/Court Administrator
TELEPHONE NUMBER: 512-528-2714 fax 512-528-2713
Email: Barbara@ci.leander.tx.us
SCOPE OF SERVICES: Collection of delinquent court fines & fees, Scofflaw processing, warrant round-up services
CONTRACT PERIOD: 5/21/09 to present

*City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services*

i. LETTERS OF RECOMMENDATION

Please see the following pages 21 through 26 for municipal court client letters of recommendation.

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services



March 21, 2016

RE: McCreary, Veselka, Bragg & Allen, P.C. (MVBA)

To Whom it May Concern:

MVBA has been the collection agency for the City of Abilene Municipal Court since December 2007. Our experience with this agency has been positive from the outset. During the initial set-up and export of delinquent cases, there were multiple MVBA staff members on-site training us and walking us through the export process. Additionally, after we could perform the export process independently, our MVBA client representative would contact and visit our court regularly to ensure that we had not encountered any issues and that everything was functioning satisfactorily from our perspective. Over the course of our relationship with MVBA, we have continued to receive excellent customer service, and they still regularly reach out to our court to ensure that everything is working to our satisfaction and to see if they can be of any additional assistance to our organization.

On the few occasions when there have been times we have had to reach out to MVBA because we encountered a problem or an issue, we have gotten a response in a quick and very timely manner. Generally, their response to our question or concern has been almost immediate, but even when there has been a slight delay, we have never had to wait longer than the same day to receive an acknowledgment of our correspondence. Our concern or issue has been resolved with the same efficiency as well.

MVBA also reaches out to us periodically to determine if they can be of additional assistance beyond their usual collection services. For instance, there are certain court processes that may be completed using automation, and MVBA has helped our court transition one of our time consuming manual processes to one that can be completed primarily using technology. This change has created a significant time savings in our court, and MVBA helped our organization make this change possible.

Again, the relationship between the Abilene Municipal Court and MVBA has been a positive and beneficial one. I would, and do, highly recommend their services to any court wanting additional assistance in their collection efforts.

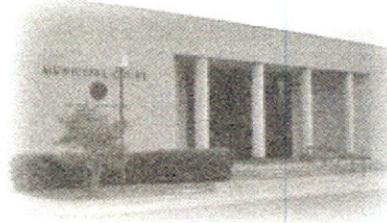
Thank you.

Melissa A. Strickland
Melissa A. Strickland
Court Administrator
Abilene Municipal Court

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services

*San Angelo,
Texas*

Municipal Court



*110 S. Emerick,
San Angelo, Tx 76903*

Phone 325-657-4371

Fax 325-657-4566

March 21, 2016

Re: McCreary, Veselka, Bragg, and Allen, PC (MVBA)

To Whom it May Concern,

We contracted with MVBA in June of 2005. Our overall experience with them from the beginning has been wonderful.

We use Incode (Tyler Technologies) for the court's software, and MVBA interfaces with Incode. The reporting is easily completed with the click of a few buttons and does not require much time.

The staff is very easy to work with and always helpful. We have never had trouble communicating with them via e-mail or phone. They have representatives for each region who visit our site periodically to see if they can assist us in any way. If we ever do have a problem, (which is rare) they are quick to respond and solve the issue.

The San Angelo Municipal Court has no complaints against MVBA and does not regret the decision to use them as our collections vendor. If you have any other questions or concerns feel free to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read "Allen Gilbert". The signature is written in a cursive style and is positioned above the printed name and title.

Allen Gilbert
Municipal Court Judge

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services



March 21, 2016

To Whom It May Concern,

The City of Round Rock is a suburb of Austin with a population listed as 99,887 in the 2010 census. In 2013, Round Rock terminated its contract with a prior vendor and entered into an agreement with the firm McCreary, Veselka, Bragg and Allen (MVBA) to collect the court's delinquent court costs, fines and fees.

I am pleased to say that from the beginning, we have been impressed with MVBA's services. We submit new cases on a monthly basis and upload weekly clearance reports to MVBA's website. The process is simple and easy to follow. The court has the ability to view case information on their client website.

Their collection efforts have proven effective as our collections increased, disposed cases increased, as well as the number of payments on aged cases. The aged cases would not have been paid without MVBA's research.

A valuable service MVBA provides is assisting their clients with the annual Great Texas Warrant Roundup. They have saved the court time and money by mailing out the notices on the courts behalf.

Their staff is easy to work with, helpful and willing to explain or research any concerns that I may come across. I am extremely satisfied with the service that we have received from MVBA and look forward to working with them in the future.



Christine Valdovino, CMCC
Court Clerk Administrator
City of Round Rock, Williamson County, Texas



City of Round Rock Municipal Court
301 W. Bagdad Ave., Suite 120, Round Rock, Texas 78664 | (512) 218-5480 | FAX: (512) 218-7079 | www.roundrocktexas.gov



Town of Little Elm
Finance Department
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0415

February 12, 2016

Letter of Recommendation

From: Karla Stovall, CFO, CPM

Town of Little Elm, Texas

To Whom It May Concern,

The Town of Little Elm utilizes the services of Craig Morgan, Attorney at Law and his firm McCreary, Veselka, Bragg & Allen, PC (MVBA) to assist in our collection efforts as it relates Utility Billing areas collections, Municipal Court fines and fees, as well as ambulance collections. It has been my experience that the services provided have resulted in financial benefit to the Town of Little Elm. Mr. Morgan and his staff are responsive, professional, and attentive to the Town's needs and concerns.

I whole heartedly recommend the services provided by Mr. Morgan and his firm, for municipal collections issues. Should you have any questions relating to this recommendation, please feel free to contact me at 214-975-0415.

Respectfully,

Karla Stovall

Karla Stovall, CFO, CPM



City of Leander, Texas



March 21, 2016

Leander Municipal Court has been with McCreary, Veselka, Bragg & Allen (MVBA) since May, 2009 and we renewed our contract with them last year. We have had a great relationship with them. Everyone there is great to work with.

They have wonderful, courteous, and efficient customer service and account representatives.

Their website is easy to use. I can look up cases to see any activity on a case and I can also update cases if the need arises. The Collection Adjustment Report and Collection Closed Cases Report that is generated through our court management software is simple and easy to use. This helps keep the info on cases correct and current when payments or adjustments are made. I run the reports and place them on their website, weekly. You can do it every day, if you want.

Reconciling each month with their Statement has always gone smoothly for us.

We have been really pleased with the collections they have been able to get, even on older cases.

They handle warrant roundup notifications for us, which really helps us since we are a smaller court and just barely have enough staff to handle what we already are doing.

Another feature which MVBA has started handling for us this past year, is the Scofflaw. There is no way we could do this function with the current number of staff we have. I really appreciate them taking that on. It has been extremely successful. We have had quite a few payments as a result of people not being able to register their vehicle.

I love working with MVBA. I love their character and integrity.

I would be happy to answer any questions you might have concerning using MVBA as your collections representative.

Respectfully,

Barbara Shannon
Court Administrator
Leander Municipal Court
barbara@leandertx.gov
(512) 528-2714

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services



**Hickory Creek
Municipal Court**

Date: Wednesday, March 23, 2016

To: Whom it May Concern

Re: McCreary, Veselka, Bragg & Allen (MVBA)

The Town of Hickory Creek contracted with MVBA in 2005. This was after letting our contract lapse with another agency due to unresponsive customer service, incorrect invoicing and a lack of collections.

The court is always able to get hold of someone at MVBA, and any requests are taken care of in a timely manner. Also, we have unlimited access to the real time web site, so information is always available for every case.

The court sends a report to MVBA at the end of each month, which keeps all invoicing 100% correct.

MVBA sends quarterly statistical and collection reports, which are very helpful to the court and the City Manager. We are very happy with our collection rates. During the 2016 State Warrant Round up, from the compliance period through the end of round up, we received over \$22,000 from the collection agency.

The Hickory Creek Municipal Court would unequivocally recommend MVBA.

Sincerely,

Gayla Martin
Court Clerk Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
940 497-2564



B. ELECTRONIC DATA TRANSFER

MVBA receives data from the court by placement on our secure file transfer protocol (SFTP) site. Court staff can utilize this SFTP site to transfer cases for collection securely and with confidence. Each client is assigned a unique identification number which allows for the tracking of account data and the generation of reports.

MVBA will provide data files that are required by the City via SFTP in the format that is needed by the Court. Project data is accepted in any format via SFTP. MVBA works with each client to design an import program that will enhance the efficient flow of data to both organizations. MVBA is responsible to assure compatibility of the City's data files and transmittal medium to MVBA's computer system. MVBA absorbs all costs, if necessary, for data conversion compatibility and any incidental costs related to the transfer of data.

Data exchanges are at the frequency the court requires whether daily, weekly or monthly. Data is loaded into our system the day it is received. Once the data is loaded into the MVBA system, various integrity checks are performed to verify the data received, thereby detecting any error at the very beginning of the process. The court is then provided an "inventory" of the information received to allow for verification by the court.

Once the data is loaded and verified into our system, it is given, electronically and in batch, to one of our national skip-trace partners to validate and update address and telephone information. This information is received in an electronic format and brought back into the MVBA system in batch for nearly instantaneous update of the files. The cases are then prepared to be processed for letters and any case with a phone number is placed in the dialer queue so phone calls can begin once letters are mailed. The language indicator on the case is noted in order to forward the cases to a bilingual Collection Specialist. This process repeats itself upon the receipt of all new cases.

A similar process occurs when updated information concerning previously referred cases is received from the court. This information is uploaded into the system the day it is received. Any cases closed by the court are updated so collection activity can be altered or stopped altogether.

C. KEY STAFF AND EXPERIENCE

STAFFING

MVBA has a staff of 175 employees including fifteen attorneys, with an average tenure of fifteen years, in twenty-one offices in the State of Texas. MVBA has offices in Round Rock, Abilene, Athens, Bastrop, Belton, Brady, Brownwood, Bryan, Burnet, Denton, Eastland, Georgetown, Kountze, Longview, Midland, New Boston, New Braunfels, Palestine, Port Lavaca, San Marcos, Seguin and Waco. The collection program along with the procedures outlined in this proposal is performed at the principal office located at 700 Jeffrey Way Suite 100 in Round Rock, Texas.

Attorneys - the Firm consists of fifteen Attorneys with collectively over two-hundred years experience in managing debt collection programs for local governments.

- Two attorneys have over twelve years of municipal law experience while serving as Assistant City Attorneys.
- One attorney with ten years experience in the practice of criminal law, eight years as an Assistant District Attorney.
- Two attorneys are also Certified Public Accountants.

Professional Staff - the Firm's professional staff is located at the Round Rock office and consists of:

- Attorneys
 - Director of Collections
 - Field Services & Communications Manager
 - Client Services Coordinators (on-site representatives throughout the State)
 - Internal Customer Service Supervisor and Representatives
 - Information Technology Administrators, Programmers, and Engineers
 - Data Managers
 - Accounting Manager & Staff
 - Administrative Assistants
 - Certified Collection Specialists
-

City of Missouri City, Texas
RFP # 19-012 Municipal Court and Alarm Collection Services

FINES AND FEES TEAM

MVBA has forty-eight employees that are directly committed to the collection of delinquent fines, fees, and accounts receivable. Of this number, thirty-nine employees will be directly involved in the daily collection of the delinquent cases for the City of Missouri City Project. This staff is composed of a diverse and qualified group of men and women that includes bi-lingual speaking representatives; enabling our firm to effectively communicate and collect funds from a diverse population.

CLIENT SERVICE COORDINATORS (CSCs)

Personal service has been the hallmark of MVBA since 1961. Our Client Services Coordinators (CSCs) are on-site with our clients and assist in the technical implementation and education of our program. They are extremely knowledgeable in court operations and trained in the collection export procedures of client software programs. They are continually on-site with clients to implement and monitor the collection program. MVBA has a Field Services Manager that supports ten CSCs who serve our fines & fees clients in the State of Texas.

We have expanded our field staff in direct proportion to our growth, this ensures that our clients receive the quality of service they deserve and all CSCs have a manageable workload that never impedes on their ability to service our clients quickly and effectively. One of our CSCs is a former court administrator and is a Level II Certified Courts Clerks. One CSC is a former Chief Justice Clerk with fifteen years court experience. One CSC is a former Chief Marshal of fourteen years warrant collection experience. This group of qualified professionals provides day-to-day on-site support to you and your staff. The City will have a dedicated on-site CSC working with you, in addition to your Project Manager, the Field Services Manager.

PROJECT MANAGEMENT TEAM

The City is assigned a qualified Project Management Team that will manage the City of Missouri City Project. The Missouri City Project Management Team will consist of:

Craig Morgan/Managing Attorney will serve as the *Project Attorney* for the City of Missouri City project. Mr. Morgan is a member of the Executive Board at MVBA and has been with the Firm since 2006. Mr. Morgan is available to consult with staff, City Administration, Judges and City officials.

Steven Whigham/Director of Collections & Compliance Mr. Whigham has twenty-nine years experience with the Firm with seventeen years experience in court collections. Mr. Whigham oversees all aspects of administration and operations of the Fines and Fees Division and is responsible for all business matters between the City and MVBA. Mr. Whigham is available to consult with staff, City Administration, Judges and City officials.

City of Missouri City, Texas

RFP # 19-012 Municipal Court and Alarm Collection Services

Julie Morgan/Field & Communications Manager has thirty years experience in receivables management and consulting services including twenty years experience in court and city account receivables management. Ms. Morgan will serve as the **Project Manager** for the City of Missouri City Project. Ms. Morgan has been with the Firm fourteen years. She leads a team of ten Client Service Coordinators (CSCs) that provide one-on-one onsite support to our clients. Ms. Morgan will be on-site from implementation and during the life of the contract. She will consult regularly with staff, City Administration, Judges and City officials.

Katherine Torrence/Client Services Coordinator Client Service Coordinator, will be the **local on-site service coordinator** for the City of Missouri City Project. Ms. Torrence has twelve years experience in managing court processes. Ms. Torrence joined MVBA in 2017 after serving as a Chief Clerk for a court in Guadalupe County. Ms. Torrence will assist in the management and ongoing maintenance of the project. She will regularly meet with the Court and City staff to monitor the success of the collection program. Ms. Torrence is well versed in all aspects of court collections and processes. She is knowledgeable in numerous court management software programs including Incode, as well as MVBA's internal collection processes and procedures.

Alicia Worth/Client Service Supervisor has been with the Firm since 2009. She supervises a team of five internal Client Service Representatives and will serve as the dedicated internal service representative for the City of Missouri City Project. Ms. Worth assists with day-today issues or questions.

Kathy Coats/IT Programming Manager joined MVBA in 2003. Ms. Coats have over 27 years experience in systems analysis and programming. She is the Fines and Fees Division's database manager and will be assigned to the City of Missouri City Project to oversee all data compatibility issues.

D. WARRANT ROUND-UP/AMNESTY PROGRAMS

a. EXPERIENCE

MVBA has been assisting our clients with warrant round-up and amnesty programs since we launched our Fines and Fees Division. MVBA assists all our clients annually in the Great Texas State-wide Round-up as well as localized warrant round-ups or amnesty programs. Your MVBA Project Manager and Client Service Coordinator will meet with the City personally to coordinate with the court and identify specific opportunities for enhancing your warrant round-up.

We mail special letters and conduct telephone campaigns that have greatly increased collections for the courts. These specialized mailings and telephone campaigns are used to supplement the efforts of each court and generate a greater response. In addition to mailings and phone campaigns, MVBA assists in getting the word out through various media streams. We also support our clients with these same services when initiating local warrant round-ups or amnesty programs. MVBA will provide door hangers and/or other notifications as the City deems necessary, to use in the Statewide Round-up as well as localized round-ups. These services can help expand our clients' resources during these times of ever-increasing budget restraints.

MVBA works closely with our clients in all their efforts to locate defendants. Our program is designed to provide supplemental resources for the City during warrant round-ups, in the daily routine of locating defendants, or when specialized campaigns are initiated. Utilizing our many licensed skip-tracing resources, we can provide defendant information in virtually any format required and at the frequency desired. When additional tools are needed, MVBA can provide the court or police department access to our subscription to TransUnion/TLOxp (at no cost to the City) to search for new or additional information on defendants.

Transparency is our goal, and to help deliver this court staff has secure access to our *Client Web Access*. This portal to the MVBA system is “*real-time*” and court staff can look up the most recent information on a defendant and view all contacts, correspondence, promises to pay, and collector notes. Numerous reports are available at your fingertips, including a report that provides new address information on defendants. These reports are easily downloaded in Excel or PDF layouts. The City may have an unlimited number of secure logins.

COORDINATION WITH CITY MARSHALS AND/OR WARRANT OFFICERS

MVBA is the first and longest standing sponsor of the Texas Marshals Association. We understand the coordination between the Marshal or Warrant Officer and MVBA, as well as the court and MVBA, is vital in creating a successful collection program. The collection program is designed to work in conjunction with law enforcement dedicated to serving warrants.

When additional tools are needed, MVBA provides your Marshals department access to our subscription to TransUnion/TLOxp (at no cost to the City) to search for new or additional information on defendants.

b.WARRANT ROUND-UP STATISTICS

In February 2018, MVBA mailed over 604,000 letters on behalf of our clients for the Great Texas Warrant Round-up. The following table illustrates revenue recovered for 2014, 2015, 2016, 2017, and 2018 Warrant Round-up periods. (These figures do not represent cases closed due to community service, dismissals, time served or other non-revenue closures due to our efforts.) Although we sent more letters than prior years and conducted extensive phone campaigns, we had many less clients participating in 2018. We attribute the lack of participation due to recent Texas Legislation and the impact it had on many judges and courts’ reluctance in conducting warrant round-ups. In addition, each summer and fall MVBA assists several clients in localized warrant round-ups.

Statistics for the Great Texas Warrant Round-up years 2014 through 2018

Date Paid Year	Date Paid Month	Collections
2014	2	\$5,837,225.70
	3	\$4,338,028.15
	4	\$2,602,443.23
2014 Total		\$12,777,697.08
2015	2	\$4,801,852.03
	3	\$5,398,127.95
	4	\$2,728,905.54
2015 Total		\$12,928,885.52
2016	2	\$5,623,963.85
	3	\$5,118,737.64
	4	\$2,770,573.85
2016 Total		\$13,513,275.34
2017	2	\$5,795,519.80
	3	\$4,977,043.77
	4	\$2,880,323.30
2017 Total		\$13,652,886.87
2018	2	\$3,845,333.39
	3	\$3,632,386.75
	4	\$2,600,386.51
2018 Total		\$10,078,106.65
Grand Total		\$62,950,851.46

E. NO COST SERVICE ENHANCEMENTS

Recently some law firms that routinely bid on collection services covered by this RFP include in their proposal an annual cash payment in an amount of \$25,000.00 to the prospective client.

In evaluating an offer of a cash payment, Rule 7.03(c) of the Texas Rules of Professional Conduct as set forth by the State Bar of Texas states as follows:

A lawyer, in order to solicit professional employment, shall not pay, give, advance, or offer to pay, give, or advance anything of value, other than actual litigation expenses or other financial assistance as permitted by Rule 1.08(d), to a prospective client or any other person.

Accordingly, an offer of a cash payment by a proposal submitted by a law firm is in direct violation of Rule 7.03(c) of the Texas Rules of Professional Conduct of the State Bar of Texas.

MVBA proposes to offer the court **additional services** at no cost to the City. Through continual communication and feedback from our clients, MVBA has historically provided enhanced services to our clients and continually seeks additional services that will further enhance the court's collection efforts, expand resources and increase efficiencies. These include:

Warrant Round-up Services

MVBA assists our clients that initiate their own Warrant Round-up or Amnesty programs. Our methodology is directed by the specifics of the localized round-up. Custom letters are created and mailed in direct correlation to the calendar of the local round-up. In both the Statewide Round-up and localized round-ups or amnesty campaigns, MVBA provides these services at no cost to the City:

- ***Post cards and letters on collection accounts***
- ***Post card mailings on pre-collection cases***
- ***Skip-tracing done beforehand on all mailings***
- ***Updated address lists provided to client***
- ***Phone campaigns and media blasts***

Specialized Skip-Tracing Services

MVBA recognizes that in certain circumstances, our clients may need assistance in locating defendants who have not yet been placed for collection. In addition, clients have access to MVBA's Client Web Access,

which is your window into our system to view current, real-time information on your defendants. Reports with updated address information are easily downloaded.

Specialized Mailings

MVBA is able to accommodate our clients with specialized or targeted mailings unique to each client. MVBA works with many clients in assisting with mailings to conduct localized round-ups, amnesty programs or seasonal and/or specialized target campaigns.

Pre-Warrant Calls

MVBA began providing this service to large volume courts similar to Missouri City, in order to help them achieve OCA compliance and decrease internal costs. In one court, this service has freed up a full time employee saving the court approximately \$15,000 a year. By utilizing MVBA's technology we are able to help increase court efficiencies and expand resources. The court provides a list of defendants requiring a courtesy call before issuing a warrant. MVBA calls the defendant on behalf of the court, and the defendant is instructed to contact the court. A listing of those successfully contacted as well as those unreachable, is provided back to the court.

Show Cause Courtesy Notices

File transfer via SFTP provides secure transfer of data. Flexible formatting options are available. MVBA programs the form fields of the court's letter, and the court submits a listing of defendants along with these fields. MVBA handles all costs associated with the production and mailing of notices and adheres with the court's mailing calendar. All notices and envelopes bear the court's information including the name, address and logo. A confirmation of defendant names that were sent notifications is provided to the court in PDF format.

Judge Hearing Notices

File transfer via SFTP provides secure transfer of data. Flexible formatting options are available. MVBA programs the form fields of the court's letter, and the court submits a listing of defendants along with these fields. MVBA handles all costs associated with the production and mailing of notices and adheres with the court's mailing calendar. All notices and envelopes bear the court's information including the name, address and logo. A confirmation of defendant names that were sent notifications is provided to the court in PDF format.

City of Missouri City, Texas

RFP # 19-012 Municipal Court and Alarm Collection Services

Scofflaw Processing and Reporting

MVBA manages all processes for Scofflaw reporting and absorbs all costs. MVBA fully funds the costs with the Department of Motor Vehicles (DMV) contract and handles all of the reports on the court's behalf based on the vehicle information we receive from the court's file. The City's County seat need not actively participate in Scofflaw. The court will benefit from larger jurisdictions that utilize the program for violators that have their vehicles registered in participating jurisdictions.

EXHIBITS

- 1. Sample Reports**
- 2. Sample Letters**
- 3. Sample Telephone Scripts**
- 4. Third Party Debt Collectors Bond**
- 5. Certificate of Insurance**
- 6. Certificate of Account Status**
- 7. Member of the American Collectors Association of Texas**
- 8. Member of the American Collectors Association International**
- 9. Odessa RFP # 18-4701-24 Collection Service – Municipal Court**

EXPLANATION OF REPORTS

Acknowledgement Report

MVBA's Acknowledgement report is sent to the client within 7 days of receiving new cases in our system. This provides the client an opportunity to verify that MVBA received the cases that were intended to be sent.

Transaction History Report (If collected by MVBA)

MVBA Transaction History Report is used to notify the clients daily of payments taken at MVBA. The report provides the debtor name, payment amount, current balance, date paid and status of the case. The transaction report is faxed or emailed daily with all payment received or posted each day.

Collection Activity Report

MVBA Collection activity report provides a summary of letters mailed, phone calls made, cases referred to collections and the number and amount that have been paid. The report further provides the number and dollar amount of the cases cancelled/recalled as well as the total number and dollar amount of cases resolved. This report is broken down by year and quarter and also for the life of the contract and is emailed to our clients quarterly.

Invoice (If collected by MVBA)

MVBA's invoice provides a detailed list of cases paid to the court and to MVBA. Each payment is itemized and includes the defendant's name, client number, date paid, date the payment was posted, money paid to each party and the corresponding fee and current balance. On Monday the invoice is created and sent with a check (ACH available) to the client.

Statement

Monthly listing of all invoices submitted reflecting the total collections for the month and total fees due that MVBA shows open and ready to be paid by the client.

McCreary Veselka Bragg and Allen, P.C.

P.O. Box 1310
Round Rock, TX 78680
1 866-955-5455

County
Attn:
113 Nelson
TX 77995

Acknowledgement Report

March 8, 2016

<u>Our Number</u>	<u>Name</u>	<u>Your Number</u>	<u>Date Rcvd</u>	<u>Amount Placed</u>
0000460				
3732182	AROCHA, BRIANNA LYNN	H201518268	2/23/2016	235.30
3732183	CHAVEZ, STEPHEN	H201518270	2/23/2016	421.20
3725823	CORTEZ, REFUGIO ORTIZ	H201518201	2/11/2016	336.70
3725826	DOWELL, THOMAS MICHAEL	H201518230	2/11/2016	218.40
3732180	GARCIA, MARIA DE LA LUZ	H201518257	2/23/2016	410.80
3732181	GARCIA, MARIA DE LA LUZ	H201518258	2/23/2016	382.20
3725824	GONZALEZ, WILLIE	H201518205	2/11/2016	384.80
3725825	GONZALEZ, WILLIE	H201518206	2/11/2016	265.20
3732184	LONG, JAMES DONIVAN	H201518276	2/23/2016	282.10
3732185	MOORE, MARK DWAYNE	H201518277	2/23/2016	336.70
3725827	STOKER, WILLIAM EARL	H201518238	2/11/2016	335.40
3725828	STOKER, WILLIAM EARL	H201518239	2/11/2016	313.30
3732186	WILLIAMS, CORNELIUS AYODELE	H201518289	2/23/2016	421.20
3732187	WILLIAMS, CORNELIUS AYODELE	H201518290	2/23/2016	590.20
3732188	WILLIAMS, CORNELIUS AYODELE	H201518291	2/23/2016	843.70
		Total Items	15	\$5,777.20

MVBA Transaction Report With PCC

Run Date: 03-08-2016

0000215

County

By Fax

Name	Batch	Account	File	Payment	Total	Current	Transaction	Status
	Type	Number	Number	Amount	Paid	Balance	Entered Date	Description
JUAREZ, MARIA I	Paid Us	JP10502917	762335	\$138.00	\$338.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
MARTINEZ, JORGE ALFONSO	Paid Us	JP10821248	1426388	\$270.40	\$270.40	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
CARDENAS, ROBERT DANIEL	Paid Us	JP11142606	2175728	\$331.50	\$331.50	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
CARDENAS, ROBERT DANIEL	Paid Us	JP11142607	2175729	\$325.00	\$325.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
VALLES, JAIME JR	Paid Us	JP11567092	3274916	\$143.20	\$334.10	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
GAMEZ, MARTIN	Paid Us	JP11567491	3310940	\$392.60	\$392.60	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
ORTEGALUNA, ANTONIO	Paid Us	JP11569935	3695295	\$208.00	\$208.00	\$0.00	3/7/2016	ACCOUNT PAID IN FULL
ORTEGALUNA, ANTONIO	Paid Us	JP11569935F	3695340	\$334.10	\$334.10	\$0.00	3/7/2016	ACCOUNT PAID IN FULL

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
County

September 03, 2003 - March 08, 2016

	2011 & Prior	2012	2013	2014	2015	2016	Total	%
Cases Placed	8,031	1,606	1,067	1,226	621	190	12,741	
Dollars Placed	\$2,637,060.66	\$512,563.94	\$376,721.05	\$414,240.85	\$216,748.27	\$78,146.40	\$4,235,481.17	
Cases With Partial Payment	95	31	12	125	63	15	341	
Partial Payments Reported	\$15,285.05	\$5,132.83	\$2,078.89	\$24,782.45	\$13,005.06	\$2,196.25	\$62,480.53	
Cases Paid in Full	2,968	228	123	474	305	48	4,146	32.54%
Dollars Paid in Full	\$858,954.40	\$76,379.25	\$41,031.32	\$146,972.86	\$94,999.34	\$15,297.47	\$1,233,634.64	29.13%
Cases Cancelled By Court	1,677	876	588	440	52	11	3,644	28.60%
Dollars Cancelled By Court	\$514,810.87	\$250,813.43	\$227,730.05	\$154,477.59	\$19,048.38	\$4,085.51	\$1,170,965.83	27.65%
Cases Resolved	4,659	1,104	711	1,000	357	59	7,890	61.93%
Amount Resolved	\$1,426,601.56	\$329,825.20	\$269,806.15	\$335,263.88	\$115,744.03	\$19,291.51	\$2,496,532.33	58.94%
Cases Still in Collection							4,851	38.07%
Dollars Still in Collection							\$1,738,948.84	41.06%

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
County
September 03, 2003 - December 31, 2015

For Year 2015	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	111	154	177	179
Dollars Placed	\$37,304.84	\$50,714.55	\$63,447.18	\$65,281.70
Cases With Partial Payment	17	34	22	15
Partial Payments Reported	\$2,482.87	\$6,841.87	\$2,784.80	\$1,021.02
Cases Paid in Full	49	131	76	53
Dollars Paid in Full	\$14,039.04	\$41,059.49	\$21,530.20	\$15,794.37
Cases Cancelled By Court	21	2	23	17
Dollars Cancelled By Court	\$7,206.16	\$616.20	\$8,942.96	\$7,568.21
Cases Resolved	70	133	99	70
Amount Resolved	\$24,102.44	\$41,641.95	\$31,939.29	\$24,290.12

For Year 2015	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Letters Mailed	3,940	466	2,121	407
Number of Calls Made	155,558	218,924	252,713	190,390

McCreary, Veselka, Bragg, and Allen, P.C.
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

Invoice: 114449

CHECK

Report Date: 11/09/2015

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JOHN	987865	11/04/2015	11/04/2015	175.50	0.00	40.50	0.00
Report Totals				175.50	0.00	40.50	

MVBA Fees Due: \$40.50
Total Collections: \$175.50
CHECK to be Remitted: \$175.50

McCreary, Veselka, Bragg, and Allen, P.C.
P.O. Box 1310
Round Rock, Texas 78680

MVBA Invoice

Invoice: 114448

CHECK

Report Date: 11/09/2015

Name	Account Number	Date Posted	Date Paid	Paid to MVBA	Paid to Client	Fees	Balance
DOE, JANE	123456	11/04/2015	11/04/2015	0.00	286.00	66.00	0.00
Report Totals				0.00	286.00	66.00	

MVBA Fees Due: \$66.00
Total Collections: \$286.00
CHECK to be Remitted: \$0.00

McCreary, Veselka, Bragg, & Allen PC
 IOLTA TRUST ACCOUNT
 P.O. Box 1310
 Round Rock, TX 78680

Statement

Date

11/2/2018

Total Amount Due

\$1,239.61

City of Sample Municipal Court
123 Any Street
Anywhere, TX 12345

Date	Invoice Number & Description				Amount Due
10/01/2018	INV #177990. Orig. Amount \$213.60.				213.60
10/07/2018	INV #178376. Orig. Amount \$107.11.				107.11
10/14/2018	INV #178698. Orig. Amount \$284.40.				284.40
10/14/2018	INV #178699. Orig. Amount \$107.10.				107.10
10/21/2018	INV #179092. Orig. Amount \$206.10.				206.10
10/28/2018	INV #179408. Orig. Amount \$321.30.				321.30
	Current	31-60 Days	61-90 Days	Over 90 Days	Total Due
	1,026.01	213.60	0.00	0.00	\$1,239.61

Our records indicate these invoices are due. Please contact our office if you have any questions.

James Mansfield at 1-800-287-0013 x 208 or jmansfield@mvbalaw.com

DAYS OF OPERATION
MONDAY - FRIDAY



OFFICE HOURS
8:00 AM - 7:00PM
CENTRAL TIME

McCREARY VESELKA BRAGG & ALLEN P.C.
Attorneys at Law
P.O. Box 1310
Round Rock, TX 78680-1310
November 9, 2016

Jack Armstrong
XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

NOTICE OF OUTSTANDING CITATION



Total Amount Due: \$3,372.20

According to the court(s) listed, you have an outstanding citation(s) that needs your immediate attention. The court(s) has referred this past due citation(s) to our law firm pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

<u>Docket</u>	<u>Reference</u>	<u>Jurisdiction</u>	<u>Offense</u>	<u>Balance</u>
600351-6003511	2905179	Town of Westlake Municipal Court	Fail To Display Driver's Licen	\$334.10
600351-6003512	2905180	Town of Westlake Municipal Court	Expired Driver's License	\$297.70
600351-6003514	2905348	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003515	2905349	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003516	2905350	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
644655F01	3758836	City of Haltom City Municipal Court	FAILURE TO APPEAR	\$249.60
64465501	3758834	City of Haltom City Municipal Court	DRIVING WHILE LICENSE INVALID	\$356.20
64465502	3758835	City of Haltom City Municipal Court	FAIL TO MAINTAIN FINANCIAL RES	\$612.30

PLEASE BE ADVISED THAT YOU MAY HAVE ADDITIONAL CASES PAST DUE.

Not all citations may be listed above. Contact us for more information.

If you are represented in this matter, please forward this letter to your attorney so that your attorney may contact our firm. If you believe the amount due the court has been paid or otherwise satisfied by deferred disposition, community service, jail time served, or defensive driving course, please contact our office. If you have not responded to the citation, you have a right to plead not guilty, post bond and have a trial by jury on the citation by contacting the Court either in person or writing. On the other hand, payment in full of the amount shown above constitutes a plea of "no contest" pursuant to Article 27.14 of the Texas Code of Criminal Procedure and will dispose of the citation(s).

McCreary Veselka Bragg & Allen P.C.
P.O. Box 1310
Round Rock, TX 78680-1310

FOR QUESTIONS, PAYMENT OPTIONS OR TO MAKE A PAYMENT

Call: 1-866-955-5455

Online: www.paym MBA.com

Mail: PO Box 1310, Round Rock, TX 78680

Cashiers Check or Money order; No personal checks accepted.

Write the Reference # on the cashier's check or money order to receive credit for your payment.



Jack Armstrong
XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

DAYS OF OPERATION
MONDAY - FRIDAY



OFFICE HOURS
8:00 AM - 7:00PM
CENTRAL TIME

McCREARY VESELKA BRAGG & ALLEN P.C.
Attorneys at Law
P.O. Box 1310
Round Rock, TX 78680-1310
November 9, 2016



Aviso de saldo pendiente

Jack Armstrong

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Importe total debido: \$3,372.20

Según la tribunal(es) notado, Usted tiene Un saldo citación que requiere su atención inmediatamente. La corte se ha referido este caso a nuestro bufete de abogados de conformidad con lo dispuesto en el artículo 103.0031 del Código de Procedimiento Penal de Texas.

<u>Cuenta</u>	<u>Referencia</u>	<u>Jurisdicción</u>	<u>Violación</u>	<u>Saldo</u>
600351-6003511	2905179	Town of Westlake Municipal Court	Fail To Display Driver's Licen	\$334.10
600351-6003512	2905180	Town of Westlake Municipal Court	Expired Driver's License	\$297.70
600351-6003514	2905348	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003515	2905349	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
600351-6003516	2905350	Town of Westlake Municipal Court	Violate Promise To Appear	\$386.10
644655F01	3758836	City of Haltom City Municipal Court	FAILURE TO APPEAR	\$249.60
64465501	3758834	City of Haltom City Municipal Court	DRIVING WHILE LICENSE INVALID	\$356.20
64465502	3758835	City of Haltom City Municipal Court	FAIL TO MAINTAIN FINANCIAL RES	\$612.30

SEA NOTIFICADO QUE PUEDE TENER OTROS CASOS VENCIDOS APARTE DE ESTE

No todos los citación se pueden enumerar arriba. Póngase en contacto con nosotros para obtener más información.

Si están representados en este asunto, por favor envíe esta carta a su abogado para que su abogado puede contactar con nuestra empresa. Si usted cree que se ha pagado el monto de la corte o si no satisfecho por disposición diferida, servicio a la comunidad, tiempo en la cárcel sirve o curso de conducción defensiva, póngase en contacto con nuestra oficina. Si no han respondido a la citación, usted tiene derecho a no declararse culpable, depositar fianza y tener un juicio con jurado en la cita poniéndose en contacto con la corte ya sea en persona o escribir. Por otra parte, pago total de la cantidad indicada anteriormente constituye una declaración de "no contest" en virtud del artículo 27,14 del código de procedimiento penal de Texas y deshará la esa.

PARA PREGUNTAS, OPCIONES DE PAGAR O PARA PAGAR EL SALDO

Call: 1-866-955-5455

Online: www.paymvba.com

Mail: PO Box 1310, Round Rock, TX 78680

Chasiers cheque o giro postal; No se aceptan cheques personales.
Escriba la referencia # en el cheque o giro postal para recibir crédito por su pago.

Fines and Fees

F&F- Script#1- Outbound call: Contact made with defendant.

Hello, may I speak to DEFENDANT NAME. Good Morning/Afternoon Ma'am/Sir.

My name is COLLECTOR NAME and I am a non-lawyer specialist with MVBA. For security purposes can you please verify your Date of Birth.

FULL AND COMPLETE INFORMATION:

1. Verify defendant's mailing address.
2. Verify good contact phone number.
3. Verify alternate contact information. (cell ph, family members)

We are contacting you on behave of CLIENT regarding your passed due FINE/TICKET(S) in the amount of \$DOLLAR AMOUNT.

Would you like to take care of this matter today?

****pause****

DEFENDANT NAME, do you have something to write with?

ALL PAYMENTS go directly to the City of _____ You can contact them at _____.

F&F- Script#2- Inbound call: Contact made with defendant.

MVBA this is COLLECTOR NAME. How may I help you?

May I have your DL#/REF#/ DOC#.

Is this DEFENDANT NAME? And for verification, what is your Date of Birth?

DEFENDANT NAME, let me update your file and see if we can help you get this matter resolved today.

FULL AND COMPLETE INFORMATION:

1. Verify defendant's mailing address.
2. Verify good contact phone number.
3. Verify alternate contact information. (cell ph, family members)

We are contacting you on behave of CLIENT regarding your passed due FINE/TICKET(S) in the amount of \$DOLLAR AMOUNT.

Would you like to take care of this matter today?

****pause****

DEFENDANT NAME, do you have something to write with?

ALL PAYMENTS go directly to the City of _____ You can contact them at _____.

F&F- Script#3- Leaving message with Other:

Hello, may I speak to DEFENDANT NAME.

May I leave a message for DEFENDANT NAME, Do you have a pen/paper avail?

My name is COLLECTOR NAME and I am calling with MVBA.

Our toll free phone # is 1-866-955-5455.

Our office hours are Monday-Friday from 8am to 7pm.

Please have DEFENDANT NAME contact me at their earliest convenience with Reference number 123456.

Thank you.

*You may speak to the 3rd party regarding this matter. Get their name and relationship.

Voicemail Messages:

Hi, this is COLLECTOR with MVBA calling for Defendants name reference number _____ in regards to a very important **legal matter**. Please return my call as soon as possible toll free at 866-955-5455.

Spanish:

Me llamo _____. Estamos llamando de la oficina de los abogados MVBA para _____ (defendant), numero de referencia #_____ referente a un caso legal que tiene pendiente en nuestra oficina. Por favor devuelva nuestra llamada lo más pronto posible al número de teléfono gratis 866-955-5455.
Gracias.

RIDER

BOND NO. 775224817 TX

EFF. DATE OF RIDER: JANUARY 01, 2007

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

OBLIGEE: THE STATE OF TEXAS

DATE OF BOND: JUNE 01, 2003

This rider is to be attached to and form a part of the above described bond.

The surety hereby gives its consent to CHANGE PRINCIPAL BOND ADDRESS TO:

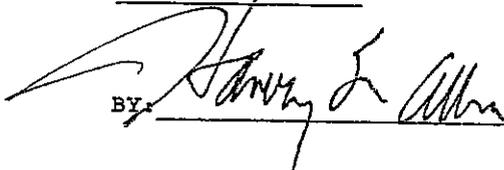
700 JEFFREY WAY, SUITE 100, ROUND ROCK, TX 78664

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned bond other than as above stated.

Signed and Dated on the 26 DAY OF FEBRUARY, 2007.

MC CREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS/AT LAW

Principal

BY: 

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
Surety

BY: 

LESLIE LUE SCHWANKL, Attorney-In-Fact

THIRD-PARTY DEBT COLLECTOR BOND

BOND NUMBER: 775224817 TX

KNOW ALL PERSONS BY THESE PRESENTS:

That, we MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW, as Principal, whose address 5929 BALCONES DRIVE, SUITE 200, AUSTIN, TX 78731 and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA, as Surety, and being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas, in the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000), payable to the State for the use and benefit of the State or any injured party, lawful money of the United States of America, the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

Whereas, the above named Principal is engaged in the business of a third-party debt collector in accordance with the provisions of Texas Financial Code, §392.001 et seq.;

NOW, THEREFORE, if the Principal shall conduct the business of said Principal in accordance with the provisions of §392.001 et seq., and if said Principal in the course and scope of the business of said Principal shall not damage any person by any violation of the act, then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This bond shall also be construed to be in favor of any person damaged by any violation of §392.001 et seq.
2. That an individual injured by a violation of this act may bring an action against principal and surety on this bond.
3. That the aggregate liability of the surety to all persons damaged by principal's violation of this act may not exceed the amount of the bond.
4. The bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of the cancellation. If the cancellation is at the request of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to the effective date of cancellation.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have been executed this bond, this 29 DAY OF MAY, 2003.

This bond is effective JUNE 01, 2003.

SURETY BY: TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Eleanore G. Woodward
(Signature)

ELEANORE G. WOODWARD
(Printed or Typed Name)

Title: Attorney-In-Fact

Address: ONE TOWER SQUARE, HARTFORD, CT 06183

Countersigned by: N/A
(Signature)

N/A
(Printed Name)

PRINCIPAL: MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

Harvey M. Allen
(Signature)
President HARVEY M. ALLEN
(Printed Name & Title)

File completed bond form with:

Secretary of State
Statutory Documents Section
P.O. Box 12887
Austin, TX 78711-2887

(DCB/10/93)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Patrella L. Wolf, Eleanore G. Woodward, of Minneapolis, Minnesota, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS:

MAY 29 2003

On _____ before me, a Notary Public within and for said County and State, personally appeared ELEANORE G. WOODWARD known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



Angela Jill Luscomb

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 3rd day of December, 2002.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

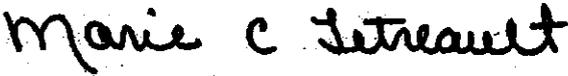
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 3rd day of December, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



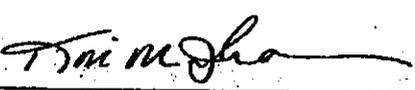

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of _____, 2003
MAY 29 2003



By 
Kori M. Johanson
Assistant Secretary, Bond

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, on the front if space permits.</p>	<p>CONFIDENTIAL</p> <p>A. Received by (Print Name) B. Date of Delivery</p> <p>MAIL & MESSENGER SERVICE</p>	
<p>Article Addressed to:</p> <p>SECRETARY OF STATE STATUTORY DOCUMENTS SECTION P.O. Box 12887 Austin, TX 78711-2887</p>	<p>C. Signature</p> <p>X JUN 06 2003 <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>TBPC</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424</p> <p>7000 1670 0009 7757 7382</p>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813		CONTACT NAME: Lana Spires, CIC CISR AAI PHONE (A/C No. Ext): (512) 338-1191 FAX (A/C No.): (512) 338-1196 E-MAIL ADDRESS: LanaS@Whortonins.com	
INSURED McCreary, Veselka, Bragg & Allen PC, DBA: MVBA dba P O Box 1269 (700 Jeffrey Way Ste 100 78665) Round Rock TX 78680		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Foremost Signature Insurance Co	NAIC # 41513
		INSURER B: Foremost Insurance Co Grand Rapids	11185
		INSURER C: Texas Mutual Insurance Co	22945
		INSURER D: Travelers Casualty & Surety Co of	31194
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAS37614857	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			SBS41594723	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PAS37614857	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSP0001165274	2/1/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	LAWYERS PROFESSIONAL LIABILITY CLAIMS-MADE			105520005	10/31/2016	10/31/2017	EACH CLAIM/ALL CLAIMS \$ 2,000,000 DEDUCTIBLE \$ 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Whorton/MMIREL
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Franchise Tax Account Status

As of : 02/22/2019 10:01:28

This Page is Not Sufficient for Filings with the Secretary of State

MCCREARY, VESELKA, BRAGG, & ALLEN, P.C.

Texas Taxpayer Number 17423054091

Mailing Address 700 JEFFREY WAY STE 100 ROUND ROCK, TX 78665-2417

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 06/30/1981

Texas SOS File Number 0090632002

Registered Agent Name HARVEY M ALLEN

Registered Office Street Address 700 JEFFREY WAY, STE 100 ROUND ROCK, TX 78664

Certificate of Membership

2017

MCCREARY, VESLEKA, BRAGG & ALLEN, PC

ROUND ROCK, TEXAS
Member Number 13054873

Has pledged to maintain high standards of professionalism in serving credit grantors and consumers, to abide by federal and state laws and uphold the Code of Ethics and Rules and Regulations of this Association, and is hereby entitled to the rights and privileges as provided in the Bylaws of the American Collectors Association of Texas.

Member Since 2003


Steve Whigham, President



American Collectors Association of Texas



Certificate of Membership 2018

McCreary, Veselka, Bragg & Allen, P.C.

Round Rock, Texas

Company Member Number 13054873

has pledged to uphold and abide by the Code of Conduct of ACA International, the world's largest organization of accounts receivable management companies, and is hereby entitled to the rights and privileges of membership as provided in the Bylaws of ACA International, the Association of Credit and Collection Professionals.



FEBRUARY 4, 2019

**REQUEST FOR PROPOSALS NO. 19-012
FOR MUNICIPAL COURT AND ALARM COLLECTION SERVICES
FOR THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this Request for Proposals (RFP) for evaluation services of the City's golf operation, must be received by the specified due date at the City of Missouri City, City Hall located 1522 Texas Parkway, Missouri City, Texas 77489. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp> or <https://www.demandstar.com/Default.asp>

Responses received after the specified date and time will not be accepted.

SUBMIT RESPONSES TO:
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

SUBMIT NO LATER THAN:
Tuesday, March 5, 2019
2:00 PM., CST

MARK ENVELOPE:
"RFP No. 19-012 Municipal Court and Alarm
Collection Services"

McCreary, Veselka, Bragg & Allen P.C.

LEGAL NAME OF CONTRACTING COMPANY

Steven Whigham

Director of Collections

CONTACT PERSON

TITLE

512-323-3200 ext 275

512-323-3210

steve.whigham@mvalaw.com

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

700 Jeffrey Way Suite 100

Round Rock, TX

78665

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP

AUTHORIZED SIGNATURE

SECTION 1 – SOLICITATION SCHEDULE

Listed below are the important dates for this Request for Proposal (RFP).

EVENT	DATE
Date of RFP Issued	February 4, 2019
Questions from Proposers Due to the City	February 22, 2019 - 2:00PM CST
Proposals Due from Proposers	March 5, 2019 - 2:00PM CST
Notification of Intent to Award	(Estimated) March 2019
Council Agenda Date (If required)	(Estimated) April 2019
Contract Start Date	(Estimated) July 2019

SECTION 2 – SUBMITTAL INSTRUCTIONS

- 1.0 The City of Missouri City, Texas (the "City") invites companies, organizations and/or agencies that are qualified and capable to submit proposals for the evaluation of the municipal golf course, Quail Valley Golf. Proposals must be received no later than **2:00 PM**, Central Standard Time, on **Tuesday, March 5, 2019**. Proposals received after the deadline stated herein shall not be accepted and shall be returned to the respondent unopened. The City shall not be responsible for submittals that are not properly marked or are delivered to the incorrect address. It shall be the respondent's sole responsibility to ensure delivery at the designated location by the designated time.
- 1.1 Respondents **shall include PAGE 1** of this Request for Proposals ("RFP") document as the cover sheet for the response statement.
- 1.2 Submissions shall include one (1) marked as "Original" and four (4) copies along with electronic version of the proposal in pdf format, on a memory stick, in a sealed envelope clearly marked with the solicitation number (RFP No. 19-012) on the outside of the submittal envelope.

Hard-copies of the proposal shall be submitted to:

City of Missouri City, City Hall
1522 Texas Parkway
Missouri City, Texas 77489

Proposals that are faxed and/or emailed will be not be accepted.

- 1.3 All questions regarding this proposal must be submitted in writing to the City of Missouri City Purchasing office, at the contact information below. Questions and answers shall be distributed to all known specification holders. Questions should be submitted in writing no later than **2:00 P.M., Central Standard Time, on Friday, February 22, 2019**. Phone calls will not be accepted.

Please direct all inquiries to:

Ireyan J. Clark-Sam, Senior Contracts & Procurement Analyst
E-mail: ireyan.clark-sam@missouricitytx.gov

- 1.4 Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-

award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

SECTION 3 – BACKGROUND

The Municipal Court is responsible for the adjudication of Class C Misdemeanor violations (within the territorial city limits) provided by State Law and City Ordinances. The Missouri City Municipal Court processes approximately 13,000 cases annually. Of these cases, approximately 35% will have arrest warrants issued. The average warrant fine is \$330.

SECTION 4 - SCOPE OF SERVICES

4.1 The Court will provide electronically to the successful Contractor (hereinafter referred to in this section as "Contractor") of those persons having outstanding City of Missouri City Municipal Court cases. This information can include, but is not limited to the following:

4.1.1 Person's name, personal identifiers and driver's license number, last known residential address, last known telephone number, citation number, offense or alleged offense committed, offense date, amount of fine, amount due, and if applicable, date of warrant and amount of warrant fine.

4.1.2 City will provide current file layouts. Electronic transfer of data must include the Contractor having a PC that enables the City of Missouri City to email an attachment or upload on the Internet via secure FTP. The Contractor must be able to receive and return files back and forth between City and Contractor.

It will be the Contractor's responsibility to assure compatibility of City's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs, if necessary, for data conversion to make the City's computer system compatible with that of the Contractor's and any incidental costs related to the data transfer.

4.2 Historically, the City sends various outstanding misdemeanors and warrants to the Contractor for collection services on a regular basis (i.e. daily, weekly, and/or monthly). The City makes no guarantee as to the number, type, dollar amount, or collectability of fines and/or fees from these cases. The Court alone will determine which cases are referred to the Contractor for collection. However, in general, the court will refer for collections cases and warrants consist of the following types:

4.2.1 Active Arrest Warrants – These are warrant in which no judgment has been entered assessing any sums due from the defendant in the case, but the defendant is subject to immediate arrest to answer for the pending criminal charge.

4.2.2 Active Capias Pro Fine Warrants – These are warrants in which a judgment has been entered assessing a sum owed by the defendant in order to discharge the defendant from liability and the defendant is subject to immediate arrest.

4.3 The City will supply the Contractor with two separate listings. They shall be known as the History File and the Collect and Warrant File.

4.3.1 The Collect and Warrant File shall be issued on a regular or as needed basis and shall contain those cases that are Active Warrants that were processed by the Missouri City Municipal Court staff and/or Warrant Officers. The approximate number of new warrants each month is 500.

4.3.2 The History File shall be provided one time only. This file will contain the entire list of active warrants previously worked by the City's Warrant Officers. The approximate number of outstanding cases for past collection is 8,000.

4.4 Contractor agrees to perform the following:

- i. Contractor will become familiar with the legal distinctions of each type of case and warrant submitted for collection effort, and will develop a series of contacts with the defendant that do not violate the defendant's statutory and constitutional rights.
- ii. Contractor will attempt to contact the defendant named in any case or warrant submitted for collection service at least eight (8) times in a 180-day period through a rotating telephone and letter cycle. Voice/telephone contact attempts shall be limited to between the hours of 8:00 a.m. and 8 p.m., Monday through Saturday. No Sunday contacts will be attempted.
- iii. Contractor will submit written scripts for telephone contacts and written communications for approval by the City for each type of case and warrant submitted to Contractor for collections services. The Contractor shall pay all costs related to the telephone contact and written communications.
- iv. Contractor will instruct all defendants to forward monies directly to the City of Missouri City Municipal Court. Should the Contractor receive a payment from a defendant, the Contractor shall forward payment directly to the City in the form of the original negotiable instrument received.
- v. Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the City's outstanding cases including adherence to all Federal and State laws governing collections.
- vi. Contractor will guarantee that every defendant will be dealt with in a professional and courteous manner.
- vii. The City may recall from collection efforts and Contractor will not be entitled to any fee for any money collected after any case has been recalled.
- viii. Contractor will return information on cases submitted for collection services including all information developed by the Contractor regarding the defendant or his/her whereabouts, as requested by the City.

- ix. Close coordination with the Court for all collection operations is required at all times. Contractor will guarantee that a full-time customer service representative will be assigned to the City of Missouri City and available to address day-to-day issues.
- 4.5 Additional written and/or telephone contacts may be made at the choice of the Contractor within the hours stipulated in d(ii) above.
- 4.6 Contractor shall work with City to conduct Warrant Round-Up and/or Amnesty Programs as requested, requiring Contractor to send out additional notices and providing the City with an updated address list of defendants.
- 4.7 All information supplied by the City to the Contractor shall be kept confidential and not disclosed to parties other than the Contractor's employees on a need-to-know basis for the purpose of contract performance and to the defendant. Contractor shall not disclose social security number, driver's license number or any other information deemed confidential by the City to anyone other than the defendant. City will notify Contractor of information deemed confidential, as appropriate.
- 4.8 Both the City and the Contractor will jointly review the appropriate cases for which payment is due to the Contractor on a monthly basis. Contractor will not be paid more than once monthly.
- 4.8.1 The Contractor will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended, on all delinquent violations issued on or after June 15, 2001. The outstanding balance of any case referred to the Contractor contains the following components: the fine, mandated/approved court costs/fees, and a collection fee. Contractor will be paid based on a percentage of fines and costs/fees collected. Contractor will be paid on a pro-rata basis as partial payments are made to the Court. The Contractor will not receive payment if judicial decisions result in the Court not receiving payments on cases (such as credit for time served, dismissals, waivers, community service, etc.) or cases are administratively closed without payment (sometimes referred to as a "purge"). Contractor will not be paid if the defendant is arrested and confined to jail on the outstanding warrant. Since a bond is not considered a payment, the Contractor is not compensated for a bond unless it is forfeited.
- 4.8.2 Contractor will not be entitled to reimbursement for expenses incurred under the Contract.
- 4.8.3 The City shall not be liable under the Contract for any services which are unsatisfactory or which the City has not approved.

3. Performance Standards

The Contractor's performance is acceptable when the Contractor has:

- Conducted at least "minimum collection efforts" as outlined in Contractor's proposal on all referred cases regardless of amount;
- Timely submitted all monthly statements and reports to the City that contain the requisite information specified in the contract in a consistently accurate manner;
- Verified the receipt of all referred cases;
- Provided a monthly report of individuals suspected or known to be deceased;
- Maintained continued cooperation with the Court;
- Responded to all inquiries, complaints and disputes from defendants, resolving them to the satisfaction of the Municipal Court Clerk; and,

- Timely suspended collection efforts on all inactivated cases and returned all recalled cases to the Court.

SECTION 5 - PROPOSAL REQUIREMENTS AND RESPONSE FORMAT

To simplify the review process and to maintain the maximum degree of comparability, a proposal must follow the outline as set forth below and, at a minimum, contain all the information as requested. Respondents are encouraged to include additional relevant information.

- 5.1 Letter of Transmittal. A letter of transmittal shall include the following:
 - 5.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the respondent.
 - 5.1.2 A statement that the person signing the letter of transmittal is authorized to legally bind the respondent; that the proposal contain therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements set forth in this RFP.
- 5.2 Submit a complete response to each of the following items which are specific to the evaluation criteria:
 - 5.2.1 Submit a detailed work plan and project timeline describing how you will approach the project as outlined in the Scope of Services.
 - 5.2.2 Financial Proposal
 - a) Provide an all-inclusive firm fixed price for all requested services.
- 5.3 Financial Strength.
 - 5.3.1 Respondent shall provide a detailed description of the respondent's financial ability to undertake this project and to carry costs for a minimum six (6) months.
 - 5.3.2 Respondent shall provide its financial statements, including, but not limited to, a balance sheet, an income statement, and a cash flow statement for the past two (2) years, and shall indicate whether the Respondent follows a cash basis or an accrual basis of accounting.
- 5.5 Expertise/Experience/Qualifications.
 - 5.5.1 Describe experience
 - Detail as to the number of years your Business has been providing these types of services/consulting;
 - A minimum of three (3) references (municipalities preferred) for which Company has provided municipal court collection services comparable to those described in this RFP. For each reference, detail the name of Client, address of Client, name, title, email address and phone of a contact for the Client; the number of years your Business has served the Client; and a brief summary of scope of services provided.

5.4.2 Provide a description of qualifications and skills of specific personnel who will be assigned to the City's account to be responsible for performance of the services. Such description shall, at a minimum, include the following:

- Business history and current operation characteristics including the number of years in business, philosophy, ownership, number of employees, organizational chart, geographic coverage, etc.
- Relevant accreditations, certificates, licenses, etc., that your business has attained.
- Resumes of any specific employees of your business (and any subcontractors, if applicable) that would be working on this operational assessment.

5.5 Record of Past Performance.

Provide three (3) references from organizations that match the size and scope of the City of Missouri City.

SECTION 6 - EVALUATION CRITERIA

6.1 An evaluation committee will score proposals on the basis of the following evaluation criteria:

Evaluation Criteria	Score
Criterion 1: <i>The qualifications of the firm.</i>	15
Criterion 2: <i>The firm's past experience in performing similar assignments for other government entities, and the overall reputation of the firm.</i>	15
Criterion 3: <i>The depth of experience of the firm in the fee and fine the municipal court collection field.</i>	15
Criterion 4: <i>Ability to provide legal counsel on collection matters.</i>	15
Criterion 5: <i>Location of firm's staff with respect to the geographic location of the City.</i>	10
Criterion 6: <i>Responses from references.</i>	15
Criterion 7: <i>The bidder's past relationship with the municipality.</i>	15
Total	100

6.2 The respondent(s) may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary ability, and financial resources to provide the service specified therein in a satisfactory manner.

6.3 The City may make investigations, deemed necessary and proper, to determine the ability of the respondent to perform the scope of work. The respondent shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject

a proposal if the evidence submitted by, or investigation of, the respondent fails to satisfy the City that the respondent is properly qualified to carry out the objectives of the contract and to complete the work described therein.

- 6.4 Proposals that do not conform to the instructions given or which do not address all the requirements as specified in this RFP may be eliminated from consideration. However, the City reserves the right to accept such proposal if it is determined to be in the City's best interest to do so.
- 6.5 The City may initiate discussions with a respondent(s), and will expect to conduct such discussions with the respondent(s)' personnel authorized to obligate the respondent with an offer. Discussions may not be initiated by the respondent(s). Respondent(s) shall not contact any City personnel during the proposal process without the express permission of the City Purchasing Manager. The City Purchasing Manger may disqualify any vendor who has made site visits, contacted City personnel or distributed any literature without authorization from the City's Purchasing office.
- 6.6 All correspondence relating to this RFP, from advertisement to award, shall be sent to the City Purchasing Manager. All presentations and/or meetings between the City and the respondent(s) relating to this RFP shall be coordinated by the City Purchasing Manager.

SECTION 7 – GENERAL TERMS AND CONDITIONS

7.1 Evaluation and Award

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

7.2 Specification Changes

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

7.3 Invoices

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

NOTE: The City of Missouri City reserves the right to process payments by use of a corporate MasterCard issued by Chase or P-Card. Proposers must indicate on Page 2 of this solicitation as to their willingness to allow payments via this means. By affirming YES, bidder agrees not to charge any fees associated with the acceptance of the P-Card.

7.4 Indemnity Clause

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

7.5 Equal Opportunity Employer

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

7.6 Insurance Requirements

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

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;

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

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

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

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

insurance certificate within the specified amount of time may result in disqualification of bid.

7.7 Assignment

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

7.8 Ethics Acknowledgment

Any vendor or contractor entering into this contract or agreement with the City of Missouri City, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Missouri City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Missouri City for a period of three (3) years.

7.9 Conflict of Interest

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

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

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

7.10 House Bill 1295

House Bill 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this Request for Proposal, proposer shall include a completed and notarized form.

Login information, Forms and Certification download may be obtained at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

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

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 19-012.

mvba

McCreary Veselka Bragg & Allen P.C.
Attorneys at Law

Main Office | 700 Jeffrey Way, Ste. 100 | Round Rock, TX 78665

MVBALAW.COM





Purchasing

1522 Texas Parkway
Missouri City, Texas 77489-2170

Phone: (281) 403-8500
www.missouricitytx.gov

**REQUEST FOR PROPOSALS NO. 19-012
FOR MUNICIPAL COURT AND ALARM COLLECTION SERVICES
FOR THE CITY OF MISSOURI CITY, TEXAS
TABULATION AND RANKING**

	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	EVALUATOR #5	TOTAL
LINEBARGER	92	85	82	95	94	448/500
MVBA	94	92	88	99	99	472/500
PERDUE	80	79	88	94	93	434/500

- 1. MVBA**
- 2. LINEBARGER**
- 3. PERDUE**

Compiled by: Ireyan J. Clark-Sam
Senior Contracts & Procurement Analyst
March 27, 2019

COLLECTIONS SERVICES CONTRACT RFP No. 19-012

Shannon Pleasant, CTPM
Procurement and Risk Manager



BACKGROUND

PRIOR SOLICITATION

- Last solicitation: Request for Statement of Qualifications (RSQ) 14-035 (issued in 2013)
- This solicitation method focuses on the qualifications of potential providers.
- An amendment was signed in March 2017
- The agreement is set to expire in June 2019

CURRENT SOLICITATION

- Request for Proposals (RFP) No. 19-012. This solicitation method was chosen to not only focus on the qualifications, but it also gives potential providers an opportunity to propose updated industry standards and new service innovations.
- Issued on February 4, 2019
- Posted on two websites:
<http://www.txsmartbuy.com/sp> and
<https://www.demandstar.com/Default.asp>
- Advertised: Ft. Bend Independent
- Responses originally due on Tuesday, March 5, 2019
- Deadline extended (due to vendor inquiry) to Tuesday, March 19, 2019
- Three (3) responses received
Linebarger, Goggan, Blair & Sampson, LLP
McCreary, Veselka, Bragg & Allen, PC
Perdue, Brandon, Fielder, Collins & Mott, LLP



TIMELINE

EVENT

Special City Council Meeting Discussion
Date of RFP Issued
Questions from Proposers Due to the City
Proposals Due from Proposers
Finance and Services Committee
Council Agenda Date
Notification of Intent to Award
Notification of Contract Termination (if required)
Current Contract End Date
Contract Start Date

DATE

January 28, 2019
February 4, 2019
February 22, 2019 - 2:00PM CST
March 19, 2019 - 2:00PM CST
April 10, 2019
April 15, 2019
April 2019
May 2019
June 30, 2019
July 2019



Evaluation Process

- Five Evaluation Committee members were selected
- Signed a Non-disclosure agreement
- Individual scoring sent directly to Purchasing from committee members
- Scores were tabulated by Purchasing with results sent to evaluation committee members
- Scores and process are presented to Finance and Services committee



Evaluation Criteria	Score
Criterion 1: The qualifications of the firm.	15
Criterion 2: The firm's past experience in performing similar assignments for other government entities, and the overall reputation of the firm.	15
Criterion 3: The depth of experience of the firm in the fee and fine the municipal court collection field.	15
Criterion 4: Ability to provide legal counsel on collection matters.	15
Criterion 5: Location of firm's staff with respect to the geographic location of the City.	10
Criterion 6: Responses from references.	15
Criterion 7: The bidder's past relationship with the municipality.	15
Total	100

**REQUEST FOR PROPOSALS NO. 19-012
FOR MUNICIPAL COURT AND ALARM COLLECTION SERVICES
FOR THE CITY OF MISSOURI CITY, TEXAS**

TABULATION AND RANKING

EVALUATOR	#1	#2	#3	#4	#5	TOTAL
LINEBARGER	92	85	82	95	94	448/500
MVBA	94	92	88	99	99	472/500
PERDUE	80	79	88	94	93	434/500

- 1. MVBA**
- 2. LINEBARGER**
- 3. PERDUE**

Compiled by: Ireyan J. Clark-Sam
Senior Contracts & Procurement Analyst
March 27, 2019



RFP No. 19-012 Point of Contact

Ireyan J. Clark-Sam
Senior Contracts & Procurement
Analyst

Ireyan.clarksam@missouricitytx.gov
281.403.8613





CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 9(c) Consider and discuss the purchase of Pearland Package Plant to serve the Mustang Bayou Wastewater Treatment Plant (WWTP) Service Area
Submitted by: Shashi K. Kumar, P.E., Public Works Director and City Engineer
Dan McGraw, Utilities Manager

SYNOPSIS

A number of new developmental projects in the Mustang Bayou WWTP service area (see Mustang Bayou Service Area and Development Projects map) have necessitated the need to rehabilitate and expand plant capacity from the existing 0.95 MGD, to 1.60 MGD. In order to meet the near-term capacity and rehabilitation needs, the Pearland "Package Plant" that is currently advertised for sale presents a viable and cost-effective option.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Have quality development through buildout

BACKGROUND

The Mustang Bayou WWTP currently consists of two package plants with 0.4 MGD (Million Gallons a Day) and 0.2 MGD capacity, respectively, along with a 0.35 MGD capacity concrete plant. The total rated capacity of the plant is 0.95 MGD. Currently, the plant records an average flow of close to 0.70 MGD. As identified in the Mustang Bayou WWTP Master Plan, both the package and concrete plants have exceeded their life expectancy, requiring repairs and maintenance. The adopted Mustang Bayou and Palmer Area Wastewater Treatment Plan in 2018 evaluated various options to expand/regionalize WWTP capacity in the City, including the interim need to expand capacity at the existing Mustang Bayou WWTP site. The City Council cover memo pertaining to the adoption of this master plan is attached for reference.

Recently, a number of new developmental projects such as Dry Creek, Fort Bend Business Park, the planned Shipman's Cove and City Park developments in this WWTP service area (see Mustang Bayou Service Area and Development Projects map) have necessitated the need to expand plant capacity from the existing 0.95 MGD, to 1.60 MGD. This is to meet the near-term growth demands for the next 10-plus years and meet the rehabilitation needs of the existing facility. The City owns and operates, through a operators contract with Quail Valley Utility District, the Mustang Bayou WWTP, which serves City customers in the area, Municipal Utility District (MUD No. 47 and No. 48 customers. The City has an interlocal agreement with both MUD No. 47 and 48 for the joint use of the City's WWTP.

Subsequent to the adoption of the referenced master plan in 2018, the following key factors have necessitated the need to re-evaluate the Mustang Bayou WWTP Expansion options:

- The City of Pearland has a 1.0 MGD "Package Plant" for sale (see attached Pearland Package Sale Flyer). Upon City staff evaluation, this plant is in good condition and was only used for approximately 4-years to meet the interim capacity needs of the City of Pearland. Pearland has since constructed a permanent and larger WWTP and is in need to dispose of the package plant. City staff has negotiated a

purchase price of \$2.3 million for just the package plant, which is well below the market price for a similar new package plant. This presents a “win-win” opportunity for both the cities and the other participants.

- The City’s other participants (MUD No. 47 and MUD No. 48) are more amenable to expand the WWTP at the current location versus transferring flow to the Palmer WWTP due to high cost of this alternative. Both MUDs have consented for the City to move forward with this proposed option to expand capacity at the current site using the Pearland package plant alternative.
- The total cost for commissioning the package plant at the current plant site is estimated at approximately \$10 Million. This cost includes rehabilitating the existing 0.4 MGD and 0.20 MGD package plants that have reached their useful life, and the decommissioning of the 0.35 MGD concrete plant.
- By utilizing the package plant alternative, new capacity can be made available by summer 2020 to accommodate the near-term growth demands. In addition, based on conceptual cost estimates, this plant expansion option will result in approximately \$3 Million in cost savings compared to the previous recommendation.
- The City proposes to fund the plant expansion through the previously planned issuance of utility certificate of obligations in FY 2019. The City will also re-coup some of the cost associated with capacity expansion through wastewater impact fees, which will be assessed for new development projects at the time of platting.
- The City of Pearland staff has expressed their willingness to work with Missouri City on a flexible payment schedule and interim storage options for the package plant to meet Missouri City needs through construction. However, they will need an immediate commitment from the City to purchase the package plant.

The Pearland package plant option and the need for near-term capacity expansion at the Mustang Bayou WWTP was discussed with Council at the City Council retreat held this year in February, 2019.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
Certificate of Obligation Series 2018A	535-58700-50-999-80027	80027 / MBSA WWTP Expansion	\$10,890,000	\$10,890,000	\$2,300,000

Purchasing Review: N/A
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. City Council Cover Memo adopting the Wastewater Master Plan in 2018
2. Mustang Bayou Service Area and Development Projects
3. Pearland Package Plant Sale Flyer

STAFF’S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to negotiate and purchase the Pearland “Package Plant”. Upon authorization by City Council, staff will provide a letter of commitment and enter into an inter-local agreement with the City of Pearland to purchase the package plant for an amount not to exceed \$2,300,000.

Director Approval: Shashi K. Kumar, P.E.
Assistant City Manager/ Bill Atkinson



CITY COUNCIL AGENDA ITEM COVER MEMO

February 19, 2018

To: Mayor and City Council
Agenda Item: 11(a) Consider a resolution adopting the Mustang Bayou service area wastewater master plan
Submitted by: Shashi K. Kumar, P.E. Director of Public Works/City Engineer

SYNOPSIS

The City Charter requires the City Council to adopt master plans and any subsequent updates to the master plans. Missouri City (City) has potential development growth opportunities in the Mustang Bayou Service Area. To accommodate this growth, staff has explored wastewater treatment capacity options in the 2018 Mustang Bayou/Palmer Plantation wastewater master plan. This master plan provides a roadmap for future development in this service area with; the goal of utilizing existing capacities, and regionalization of wastewater treatment facilities.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Grow business investments in Missouri City
- Maintain a financially sound City

BACKGROUND

The City is still experiencing growth within the Mustang Bayou Service Area (MBSA) with Parks Edge, Dry Creek subdivision, and planned Dry Creek Business Park developments in the near future. The MBSA developed in 1983 to accommodate the Vicksburg subdivision and had one small wastewater treatment plant (WWTP), a "package plant" capable of treating 0.20 MGD to start-with. Over the years, more development has occurred in the service area, which required addition of more wastewater treatment capacity. Currently, the MBSA has three wastewater treatment package plants. It was this growth along with future growth projections that prompted City Council in 2011 to adopt a utility plan that focused intensely on regionalization of utility services and utility facilities.

This recent (2018) wastewater master plan study determined it was best to reduce the number of wastewater treatment plants the city has to operate by regionalizing, starting with the MBSA. First steps needed will be to obtain approval of wastewater master plan from City Council and Palmer Plantation, acquire land needed, and secure funding for plant expansion. This approach includes design and construction of the WWTP in two phases. This will require diverting flow from MBSA to Palmer Plantation in two phases, as construction is completed per phase. The plan would expand the Palmer Plantation WWTP from the current 0.60 MGD to an ultimate design flow capacity of 4.74 MGD. This proposed expansion will take approximately three years to complete. Once completed, the current MBSA WWTP location will serve as a regional Lift Station, and will convey (pump) all flows to the expanded Palmer Plantation Regional WWTP.

Some interim improvements will still be needed at the existing Mustang Bayou WWTP to accommodate the near term growth. However, conveying ultimate flows from this WWTP to the Palmer Plantation WWTP upon

expansion was identified as the preferred option in this recently completed master plan update. Palmer Plantation Municipal Utility District's (MUD's) input was also obtained in developing this 2018 master plan.

BUDGET ANALYSIS

There is no direct fiscal impact for the adoption of the Mustang Bayou service area wastewater master plan. However, this master plan will serve as the basis to pursue potential state funding for wastewater treatment/reclamation type projects, and will also serve as a basis for planned future improvements in the service area.

Purchasing Review: N/A

Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Resolution
2. Mustang Bayou/Palmer Plantation Wastewater Master Plan

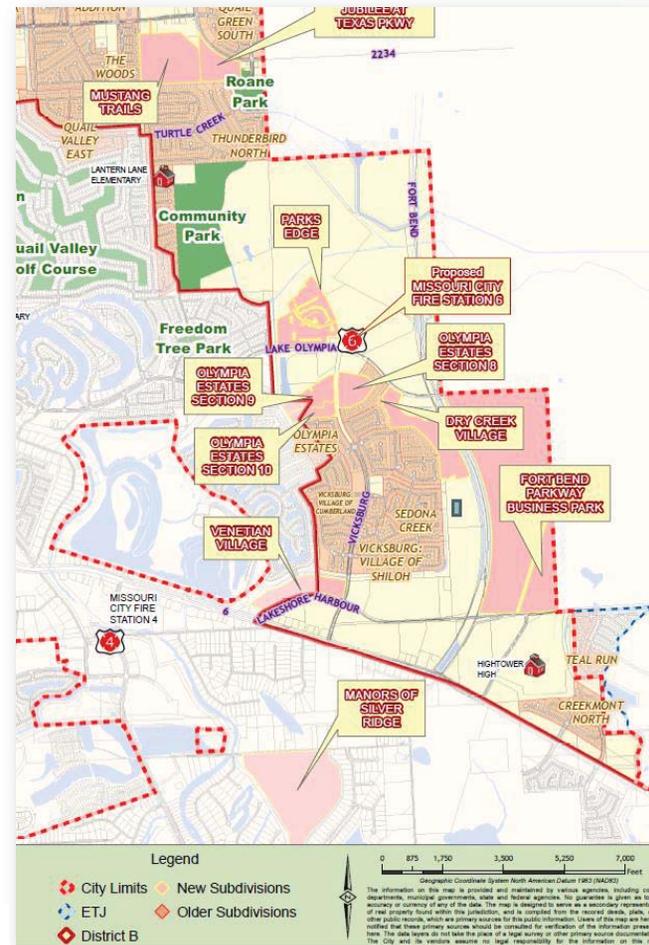
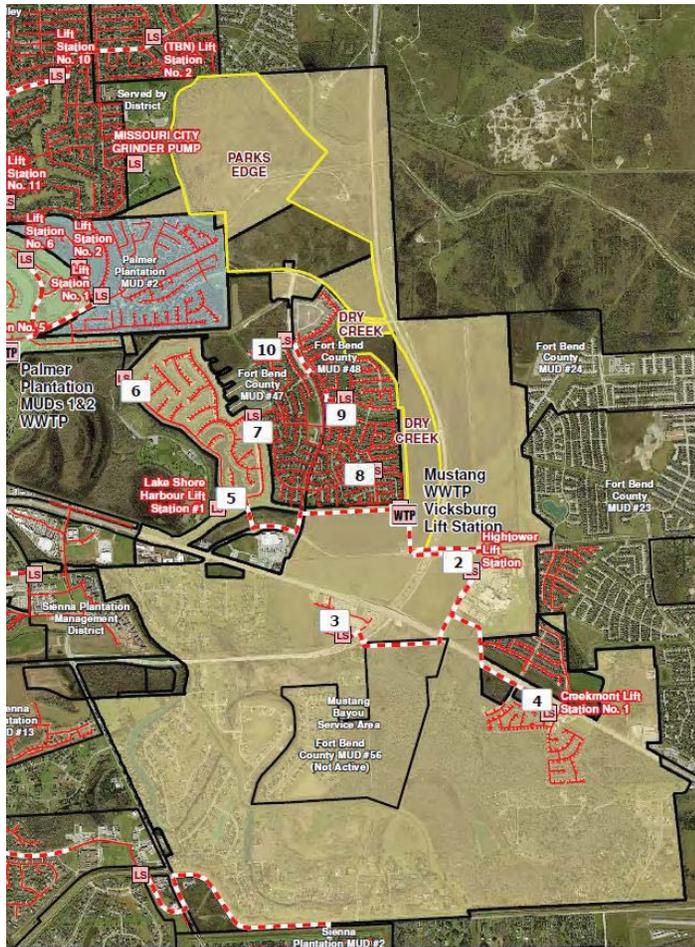
STAFF'S RECOMMENDATION

Staff recommends the adoption of the 2018 Mustang Bayou/Palmer Plantation wastewater master plan. The recommendations from this plan will aid in the consolidation and regionalization of wastewater treatment facilities, while maximizing the use of available capacities. In addition, this will aid in deferring cost and permitting requirements associated with the immediate need to expand existing wastewater treatment plant capacities to meet anticipated growth.

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

**Assistant City Manager/
City Manager Approval:** Scott R. Elmer, P.E.

Mustang Bayou WWTP Service Area and Development Projects



FOR SALE

City of Pearland Reflection Bay Water Reclamation Facility

1.0 MGD Package Plant

1.0 MGD PACKAGE WASTEWATER TREATMENT PACKAGE PLANT AS LISTED BELOW:

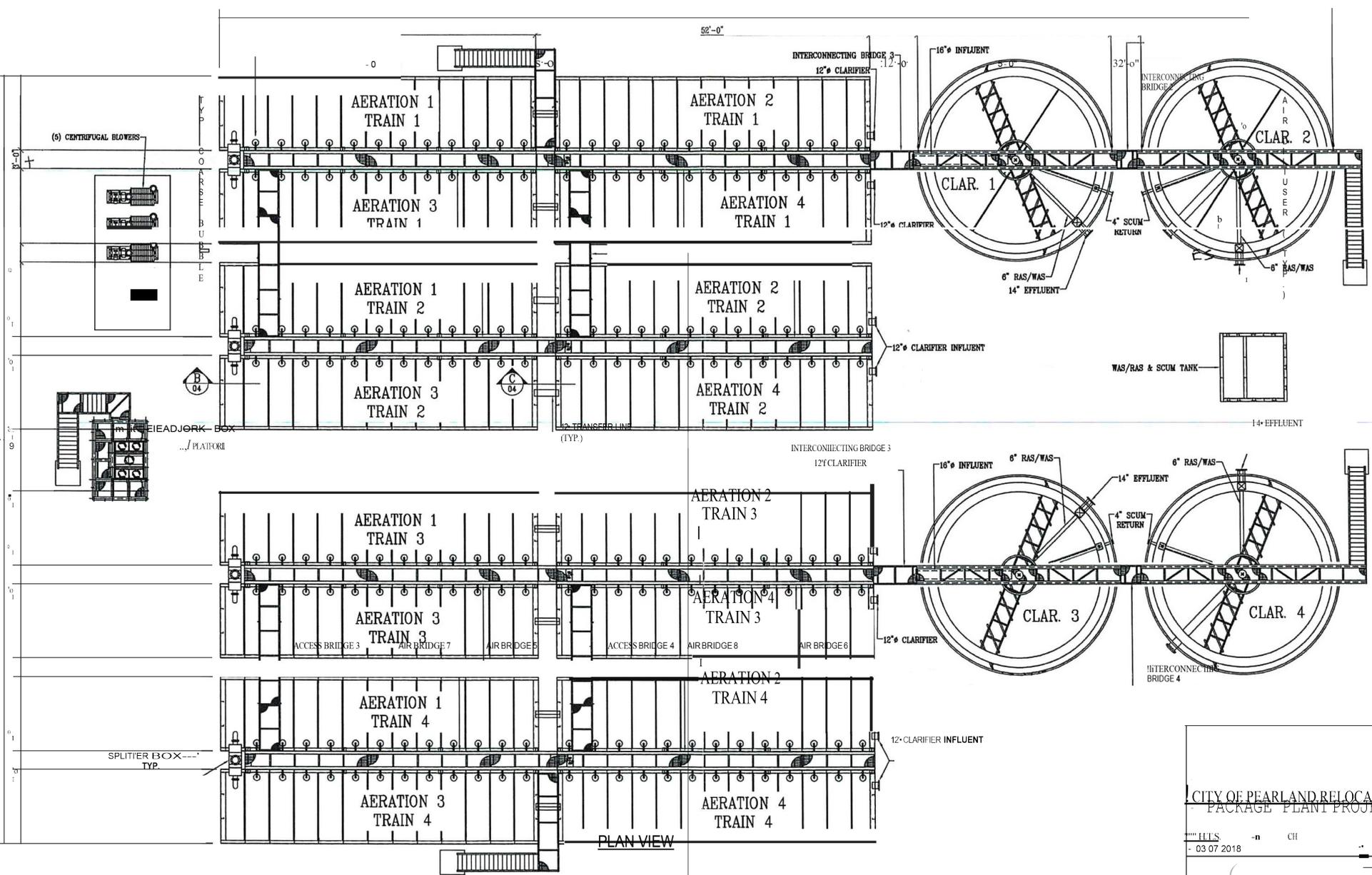
- 01 (4) 32' Clarifiers complete with internal components and drive unit, with clarifier control panels.
- 02 (16) 52' x 12' x 12'2" Aeration basins with quick connect valves.
- 03 Four two way splitter boxes splitting the flow to the two sides in each of the four trains.
- 04 All air bridges provided the full length of all (8) sets of aeration tanks.
- 05 Drop pipes and diffusers complete with individual ball valves.
- 06 Interconnecting access bridges with grating, handrail and kick plates in addition to the air bridges
- 07 (4) set of access stairs to the aeration trains
- 08 (5) Centrifugal blowers with all accessories including local panels
- 09 (2) Five Star Disk Filters, with backwash pumps and control panels.
- 10 WAS/RAS Tank, stair, and walkway
- 11 Headworks platform, influent splitter and stair
- 12 Five Star Disk filters, walkway, stair, pumps, and panel
- 13 Huber Step Screen Vertical SSV & Wash Press WAP Size 2



JULIE BLACKMORE
Contract Administrator
c. 281.652.1790
e. jblackmore@pearlandtx.gov

PACKAGE PLANT
Commission Dates:
Train #1 - January 2015
Train #2 - June 2015

Decommission Date:
September 2018



PLAN VIEW

CITY OF PEARLAND RELOCATION
PACKAGE PLANT PROJECT

HTS - CH - EV
03.07.2018

PLAN VIEW

in-426-02



CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 9(d) Consider authorizing the City Manager to execute a contract for ditch cleaning and excavation services
Submitted by: Clifford Brouhard, P.E., PTOE, Assistant Director of Public Works

SYNOPSIS

The Streets/Drainage Division within Public Works Department is charged with the responsibility of cleaning and excavation of drainage ditches in the City. Due to the complexity of work and equipment that this work requires, term contracts for these services are recommended. The estimated cost of these services over the next 3 years is over \$50,000 and therefore requires authorization by City Council.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

Staff regularly receives reports of open-ditch areas in the City that are in need of flow-line elevation adjustments. These adjustments are necessary to provide for efficient positive flow during rainfall. These projects along with others that may arise would be performed progressively as funding and conditions warrant.

Therefore, the Public Works Department initiated a bid request to accomplish the City's stated goals. The vendor awarded this contract will provide ditch cleaning and excavation services on an as need basis. Ditches to be cleaned and/or excavated will be based on staff evaluation of requested work orders.

Purchasing Division advertised invitation to bid IFB #19-313 Term Contract for Ditch Cleaning and Excavation Services in the Fort Bend Independent newspaper for two consecutive weeks. The bid was posted on the State of Texas Electronic State Business Daily bid posting website for public download. The bid was publicly opened on January 15, 2019 where three bids were received. Millis Equipment, LLC, located at 931 Pheasant Valley Dr. #240, Missouri City, TX 77489 was the low bidder to this invitation to bid.

Council authorized a contract with Millis Equipment, LLC at the February 18, 2019 council meeting. Subsequently, Millis Equipment, LLC has informed staff that they do not wish to perform this work nor execute this contract. Public Works now requests that we go with the next lowest bid, which is from Texas Drainage Inc., located at 29215-1 Waller Spring Creek Road, Waller, TX 77484.

The staff recommends that Council authorize the City Manager to award Texas Drainage Inc., the term contract for IFB #19-309 Ditch Cleaning and Excavation Services from the date of the contract execution through February 18, 2020 with (2) two mutually agreeable (1) one-year renewals for a total contract length of (3) three years. The contract will begin in FY 2019 for \$40,000, and the subsequent two (2) years at \$40,000 per year making the total contract for the three year term \$120,000. A Standard City contract will be executed upon Council authorization.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Numbers	Project Number/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
General Fund	101-53529-15-142-	Contractual Services – Drainage	\$40,000	\$40,000	\$40,000*

*\$40,000 in General funds are allocated yearly to pay for ditch cleaning. The total over the next 3 years is approximately \$120,000.

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manger

Financial/Budget Review: Bertha P. Alexander – Budget & Financial Reporting Manager

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

SUPPORTING MATERIALS

1. Bid tabulation sheet

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a contract for Ditch Cleaning and Excavation Services to Texas Drainage Inc., for the unit prices bid.

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

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



CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Item: 10(a) Consider an ordinance amending the FY 2019 Adopted Budget
Submitted by: Bertha P. Alexander, Budget & Financial Reporting Manager

SYNOPSIS

Consider an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019; transferring various appropriations among accounts; appropriating supplemental revenue to various fund accounts; authorizing the appropriate city officials to take steps necessary to accomplish such transfers; making certain findings; containing certain provisions relating to the subject; and consider the ordinance on the first and final reading.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

In accordance with Article IX, Section 9.04 of the City of Missouri City Charter, upon request by the City Manager, the Council may by ordinance transfer part or all of any unencumbered balance from one department, office or agency to another.

The purpose of this amendment is to revise appropriations in various line items and funds and provide supplemental revenue to various funds in accordance with the attached Exhibit A for the fiscal year 2019 Adopted Budget. The details and purposes are outlined in the Exhibit A.

The Finance and Services Committee met on April 10, 2019 to review the budget amendment. The committee recommends adoption of the budget amendment as presented.

BUDGET ANALYSIS

See Exhibit A-Budget Amendment Details

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

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

SUPPORTING MATERIALS

1. Budget Amendment Ordinance
2. Exhibit A – Budget Amendment Details

ORDINANCE NO. O-19-05

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING THE GENERAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; TRANSFERRING VARIOUS APPROPRIATIONS AMONG ACCOUNTS; APPROPRIATING SUPPLEMENTAL REVENUE TO VARIOUS FUND ACCOUNTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE STEPS NECESSARY TO ACCOMPLISH SUCH TRANSFERS; MAKING CERTAIN FINDINGS; AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. O-18-26, passed and approved on September 17, 2018, the City Council of the City of Missouri City (the "City Council") approved and adopted the City of Missouri City, Texas, General Budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 ("Fiscal Year 2019"); and

WHEREAS, Article IX, Section 9.04 of the City Charter authorizes the City Council, upon written request by the City Manager, to transfer by Ordinance all or part of any unencumbered appropriations balance from one department, office, or agency to another; and

WHEREAS, Article IX, Section 9.04 of the Charter authorizes the City Council, upon certification by the City Manager, to appropriate by Ordinance all or part of any unencumbered supplemental appropriations balance to one or more fund accounts, including capital improvement projects fund accounts; and

WHEREAS, the City Manager has certified that certain unencumbered appropriations and supplemental appropriations are available and has requested that such unencumbered appropriations be transferred to various other accounts and that such supplemental revenues be appropriated to various fund accounts; and

WHEREAS, it is the desire of City Council to comply with the requests of the City Manager; now therefore,

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

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

Section 2. The General Budget of the City of Missouri City, Texas, for Fiscal Year 2019 be, and is hereby, amended as set forth in Exhibit "A," budget transfers, which are attached hereto and incorporated herein by reference.

Section 3. The appropriate officials are hereby authorized and directed to take those steps necessary to accomplish such transfers and to cause the same to be duly reflected in the records of the City.

PASSED, APPROVED and ADOPTED on first and final reading this 6th day of May, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

James Santangelo, Assistant City Attorney
for E. Joyce Iyamu, City Attorney

Exhibit A-Budget Amendment Details - Second Quarter 2019
April 15, 2019

Line Item	Funding Source	Account Number	Account Number Description	FY 2019 Original/Revised Budget	FY 2019 Proposed Budget Amendment	FY 2019 Amended Budget	Purpose/Description
1	Facility & Public Safety Fund	404-48802-01-001-	Bond Proceeds-Go Bonds	(4,373,000)	4,373,000	-	To decrease the revenue and expense line-items due to the reschedule of a bond sale for Fire Station 6 Projects 40028 & 20018. The bond sale was planned for FY19 but has been rescheduled to FY20.
2	Facility & Public Safety Fund	404-58400-14-999-	Building & Bldg. Improvements	4,089,000	(4,089,000)	-	
3	Facility & Public Safety Fund	404-58400-13-999-	Building & Bldg. Improvements	284,000	(284,000)	-	
4	Transportation Projects Fund	403-48802-01-001-	Bond Proceeds-Go Bonds	(877,000)	877,000	-	To decrease revenue and expense line-items due to the reschedule of a bond sale for Glenn Lakes Bridge Replacement Project 50087. The bond sale was planned for FY19 but has been rescheduled to FY20.
5	Transportation Projects Fund	403-58700-15-999-	Infrastructure Improvements	5,027,000	(877,000)	4,150,000	
6	Transportation Projects Fund	403-58700-15-999-50900	Infrastructure Improvements	-	344,124	344,124	To appropriate Carryforward budget from FY18 for transportation infrastructure improvements - project 50900.
7	Transportation Projects Fund	403-39200-00-000-	Budgetary FB Unreserved	-	(344,124)	(344,124)	
8	General Fund	101-46018-13-001-	Intergov Rev-Houston HIDTA	(16,800)	(2,300)	(19,100)	To increase the revenue line-item by the \$2,300 increase to the Houston HIDTA Grant; and to increase the expense line-item in the same amount to be used to cover overtime for Officer in Police Dept.
9	General Fund	101-51004-13-126-	Overtime	170,249	2,300	172,549	
10	IT Replacement Fund	611-52260-18-170-	Equip/Computer Replacements	-	313,000	313,000	To fund the expense line-items for critical items on the IT Replacement Schedule.
11	IT Replacement Fund	611-53585-18-170-	Computer/Equipment Leasing	238,625	250,000	488,625	
12	IT Replacement Fund	611-39200-00-000-	Budgetary FB Unreserved		(563,000)	(563,000)	
13	General Fund	101-42301-01-001-	Gas Franchise Fee Revenue	(32,800)	(295,200)	(328,000)	To correct FY 2019 revenue line-item.
14	General Fund	101-39200-00-000-	Budgetary FB Unreserved		295,200	295,200	
15	General Fund	101-43029-01-001-	Consultant Plan Review Fees	(19,605)	(55,000)	(74,605)	To increase the revenue and expense line items for the Consultant Plan Review Fees based on new fee structure for expedited and planned review services. Also to increase the revenue budget to align to projected actuals.
16	General Fund	101-53504-17-162-	Contractual Services	40,000	50,000	90,000	
17	General Fund	101-43006-01-001-	Building Permits	(589,818)	(50,000)	(639,818)	
18	General Fund	101-53506-17-162-	Contractual Services - Plan Review	-	105,000	105,000	
19	General Fund	101-39200-00-000-	Budgetary FB Unreserved		(50,000)	(50,000)	

Exhibit A-Budget Amendment Details - Second Quarter 2019
April 15, 2019

Line Item	Funding Source	Account Number	Account Number Description	FY 2019 Original/Revised Budget	FY 2019 Proposed Budget Amendment	FY 2019 Amended Budget	Purpose/Description
20	Park Improvement Fund	405-58200-16-999-30026	Land Improvement	258,325	25,000	283,325	To increase the expense line-item to utilize the Skate park Donation received in FY18 but not utilized. The donation will be utilized in FY19.
21	Park Improvement Fund	405-39200-00-000-	Budgetary FB Unreserved	-	(25,000)	(25,000)	
22	Court Building Security Fund	221-59101-10-106-	Trans to 101-General Fund	20,000	(8,333)	11,667	To decrease scheduled transfer to the General Fund line-item due to a Court security position being vacant for 5 months. Correction done to prevent short fall in special revenue and to comply with statutory requirements for expenses.
23	Court Building Security Fund	221-39200-00-000-	Budgetary FB Unreserved	-	8,333	8,333	
24	General Fund	101-49221-01-001-	Trans from Fund 221-Court SEC	(20,000)	8,333	(11,667)	
25	General Fund	101-39200-00-000-	Budgetary FB Unreserved	-	(8,333)	(8,333)	
26	General Fund	101-41302-01-001-	Sales Tax Rebate	183,200	400,000	583,200	To increase the sales tax rebate line-item for the purpose of fulfilling economic development agreements.
27	General Fund	101-39200-00-000-	Budgetary FB Unreserved		(400,000)	(400,000)	
28	Utility Operating Fund	505-48302-01-001-	Insurance Reimbursement	-	(71,731)	(71,731)	To appropriate revenue and increase the expense line-item for equipment Maintenance/Repair to cover a FY19 major repair on well water at Mustang Bayou Water Plant #2. The City has filed a claim and will receive a reimbursement from the TML Risk Pool (Claim #PR85161).
29	Utility Operating Fund	505-54101-50-056-	Equip Maint/Repair	75,000	71,731	146,731	
30	Hotel Fund	255-56450-10-255-	Special Events Exp.	85,000	35,000	120,000	To increase special events line-item based on unanticipated increase in costs associated with the Annual Snowfest Event funded from the Hotel Tax Fund.
31	Hotel Fund	255-39200-00-000-	Budgetary FB Unreserved	-	(35,000)	(35,000)	
32	General Fund	101-48020-01-001-BCBS	Donations Special Events	-	(37,500)	(37,500)	To appropriate revenue and expense budget for the Wellness Program. Program will be funded with a donation from Blue Cross/Blue Shield.
33	General Fund	101-56439-10-103-BCBS	Wellness Program	-	37,500	37,500	
34	General Fund	101-51415-10-103-	Flex/COBRA Admin Fees	-	7,643	7,643	To appropriate budget to cover the administrative fees charged by the health insurance administrator for Flexible Spending and COBRA.
35	General Fund	101-39200-00-000-	Budgetary FB Unreserved		(7,643)	(7,643)	

**Exhibit A-Budget Amendment Details - Second Quarter 2019
April 15, 2019**

Line Item	Funding Source	Account Number	Account Number Description	FY 2019 Original/Revised Budget	FY 2019 Proposed Budget Amendment	FY 2019 Amended Budget	Purpose/Description
36	Public Improvement District (PID) No. 2	263-57050-10-263-	Bond Interest Expense	224,626	22,293	246,919	To increase the expense line-items to pay the principal and interest for the 2018B series CO June 2019 payment. The issuance of debt occurred after the budget was approved.
37	Public Improvement District (PID) No. 2	263-57675-10-263-	Certificate of Obligation Principal Expense	80,000	45,000	125,000	
38	Public Improvement District (PID) No. 2	263-39200-00-000-	Budgetary FB Unreserved		(67,293)	(67,293)	



CITY COUNCIL AGENDA ITEM COVER MEMO

May 6, 2019

To: Mayor and City Council
Agenda Items: 11(a) Consider authorizing Star Gessner tax abatement
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Consider a resolution authorizing the Mayor to execute and the City Secretary to attest to the City's consent to an assignment of tax abatement agreement between city of Missouri City and Star Gessner Properties, LTD.

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 Council approved a ten year 50% tax abatement agreement between the City and Star Gessner Properties, LTD on May 2010. The agreement was for the development of a 20,000 SF commercial building with a minimum value of \$3,200,000 in the South Gessner Business Park. The agreement is presently in good standing and term runs through 2021.

Star Gessner Properties has sold the building to Waterworld USA, Inc. The new owner has agreed to assume the responsibilities of the tax abatement agreement. The agreement requires the City Council to approve the assignment of the agreement. The new owner of the property is requesting the City to approve the assignment of the agreement through its remaining term. They are not asking for any changes to the terms of the agreement.

SUPPORTING MATERIALS

1. Associated resolution
2. Assignment, Notice and Consent

STAFF'S RECOMMENDATION

Staff recommends approval of resolution

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Anthony J. Snipes, City Manager

RESOLUTION NO. R-19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN ASSIGNMENT, NOTICE AND CONSENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS; STAR GESSNER PROPERTIES, LTD; AND WATERWORLD USA, INC. PERTAINING TO THE ASSIGNMENT OF A TAX ABATEMENT AGREEMENT FROM STAR GESSNER PROPERTIES, LTD TO WATERWORLD USA, INC.

* * * * *

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

Section 1. That the Mayor of the City of Missouri City, Texas, be, and is authorized to execute for and on behalf of the City of Missouri City, Texas, and the City Secretary be, and is hereby, authorized to attest an Assignment, Notice and Consent by and between the City of Missouri City, Texas; Star Gessner Properties, LTD; and Waterworld USA, Inc. pertaining to the assignment of a tax abatement agreement from Star Gessner Properties, LTD to Waterworld USA, Inc. A copy of such Assignment, Notice and Consent is attached hereto and made a part hereof for all purposes.

PASSED, APPROVED and ADOPTED this 6th day of May, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

ASSIGNMENT, NOTICE AND CONSENT

This ASSIGNMENT, NOTICE AND CONSENT (this "Assignment") is entered into by and among STAR GESSNER PROPERTIES, LTD ("Assignor"), a Texas limited partnership, WATERWORLD USA, INC. ("Assignee"), a Texas corporation, and the City of Missouri City, Texas (the "City"), a Texas home rule municipality, effective as of the 18th day of March, 2019 (the "Effective Date"). Assignor, Assignee, and the City are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the meanings ascribed to them in the Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor and the City are parties to that certain Tax Abatement Agreement dated December 20, 2010 (the "Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, Assignor and the City are parties to that certain First Amendment to the Tax Abatement Agreement dated July 6, 2015 (the "Amendment"), a copy of which is attached hereto as Exhibit B;

WHEREAS, both the Agreement and the Amendment together represent the entire tax abatement agreement between Assignor and the City (the "Agreement");

WHEREAS, the Agreement provides for the abatement of ad valorem taxes on certain Improvements made to real property located within an area designated as Reinvestment Zone No. 7 by the City under Chapter 312 of the Texas Tax Code (the "Tax Code");

WHEREAS, on or about the 18th day of March, 2019, Assignor verbally requested of the City an assignment of the Agreement to Assignee;

WHEREAS, on or about the 18th day of March, 2019, Assignee acquired ownership of the real property to which the Improvements are to be constructed;

WHEREAS, on or about the 18th day of March, 2019, Assignor notified the City and the Tax Assessor/Collector of sale of the real property to which the Improvements are to be constructed; **WHEREAS**, on or about the 16th day of April, 2019, Assignor requested in writing of the City an assignment of the Agreement to Assignee;

WHEREAS, pursuant to Section 9 of the Agreement, Assignor wishes to assign its rights and responsibilities under the Agreement to Assignee;

WHEREAS, the City desires to expressly and affirmatively waive and forgive any default by Assignor of failure to notify, pursuant to Sections 4(h) and 16 of the Agreement, the City and the Tax Assessor/Collector of the sale or assignment to the Assignee;

WHEREAS, the City wishes to acknowledge receipt of notice of this Assignment and to consent to this Assignment; and

WHEREAS, the parties intend that the responsibilities of Assignor under the Agreement shall, following this Assignment, be performed and satisfied by Assignee, as more fully provided for herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions stated herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

City does hereby expressly and affirmatively waive and forgive any default by Assignor of failure to notify the City and the Tax Assessor/Collector of the sale or assignment to the Assignee as required by Sections 4(h) and 16 of the Agreement;

Assignor does hereby assign, transfer, set over and convey unto Assignee all right, title and interest of Assignor in and to the Agreement, to have and to hold the same unto Assignee, and Assignee hereby accepts such assignment.

Assignee does hereby assume, and agrees to perform and discharge, all of the responsibilities of Assignor under the Agreement.

On and after the Effective Date, Assignee shall have those rights and responsibilities under the Agreement that Assignor would have if Assignee (as the Owner) and the City were the sole parties to the Agreement.

The City hereby (a) acknowledges receipt of notice of this Assignment and the terms and provisions hereof, (b) consents to this Assignment, and (c) acknowledges that as of the Effective Date, (i) no default exists under the Agreement, (ii) Assignor is not delinquent in the payment of taxes owed to the City, and (iii) the Agreement is in full force and effect.

For purposes of Section 16 of the Agreement, notices to Assignee shall be sent to:

Waterworld USA, Inc.
13550 S. Gessner Road
Missouri City, TX 77489

Ph: 281-933-5777

Fax: 281-933-5776

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

If any provision under this Assignment shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provision of this Assignment.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law provisions that would direct the application of the laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

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

ASSIGNOR – STAR GESSNER
PROPERTIES, LTD:



By: 

Name: Pyarali Umatiya

Title: President

Date: 04-16-2019



WATERWORLD USA, INC.:

By: 

Name: Kal Shaban

Title: V. President

Date: 04-16-2019

CITY OF MISSOURI CITY, TEXAS

By: 
Yolanda Ford
Mayor

Date: _____

ATTEST:

By: _____

Maria Jackson
City Secretary

EXHIBIT A

Attached copy of Tax Abatement Agreement dated December 20, 2010, by and between City of Missouri City, Texas, and Star Gessner Properties, LTD. (referred to in this Assignment as the "Agreement")

TAX ABATEMENT AGREEMENT
by and between
THE CITY OF MISSOURI CITY, TEXAS and
STAR GESSNER PROPERTIES, LTD.
(Phase I Improvements)

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **THE CITY OF MISSOURI CITY, TEXAS**, hereinafter referred to as City, acting by and through its City Council; and **STAR GESSNER PROPERTIES, LTD.**, a Texas limited partnership, hereinafter referred to as Owner (hereinafter defined) of the Real Property (hereinafter defined) located within the City of Missouri City Reinvestment Zone No. 7 and Improvements (hereinafter defined) to be constructed within the City of Missouri City Reinvestment Zone No. 7, established by City of Missouri City Ordinance No. O-10-43, adopted November 1, 2010, attached hereto as Exhibit A and incorporated herein for all purposes.

1. **Authorization**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Missouri City, Texas, which was approved by the City Council of the City of Missouri City on March 15, 2010, by Resolution No. R-10-06. City has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- b. No official of City has an interest in the property subject to this Agreement.

2. **Definitions**

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

- a. **“Abated Value”** means the value of the Improvements subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.
- b. **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in City of Missouri City Reinvestment Zone No. 7.
- c. **“Application for Abatement”** means the Application for Value Added Tax Abatement and the answers provided to the Economic Impact Statement Questionnaire, both of which are provided by the Owner and both of which are attached hereto as Exhibit C, incorporated herein for all purposes.
- d. **“Certified Appraised Value”** means the value, as certified by the District as of January 1 of each year of this Agreement, regarding the Real Property, the Improvements or Ineligible Property located on the Real Property within City of Missouri City Reinvestment Zone No. 7.
- e. **“City”** means the City of Missouri City, Texas.
- f. **“District”** means Fort Bend Central Appraisal District.
- g. **“Improvements”** means a building to be used as an office and warehouse, located on the Real Property and containing at least 20,000 square feet of floor space, and any sidewalks, parking lots, roads, outdoor lighting, landscaping and other improvements to serve the building, all as approximately shown in Exhibit B, attached to and incorporated into this Agreement by reference.
- h. **“Ineligible Property”** means the Real Property, existing improvements, tangible personal property that the District classifies as inventory or supplies, the Real Property used primarily to provide retail sales or services to the public, the Real Property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- i. **“Owner”** means Star Gessner Properties, LTD., the owner of the Real Property, or other person or entity to which this Agreement is assigned, with prior written approval of the City Council of the City of Missouri City.

Exhibit A

- j. **"Real Property"** means Reserve "A," Section 1, Gessner Road Commerce Park, a recorded subdivision in Fort Bend County, Texas.
- k. **"Tax Year"** has the meaning given in Section 1.04(13), TEXAS TAX CODE.

3. **Subject Real Property**

The Real Property subject to this Agreement is located within City of Missouri City Reinvestment Zone No. 7.

4. **Responsibilities and Representations of Owner**

In consideration of receiving the Abatement granted herein, Owner represents and agrees:

- (a) That construction of the Improvements shall be commenced on or before April 1, 2011 and shall be completed on or before December 1, 2011. Owner shall provide the Tax Assessor/Collector a certified statement evidencing a minimum of \$1,040,000 in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements.
- (b) That, beginning on January 1, 2012, the Certified Appraised Value of the Improvements on January 1 of each year that taxes are abated under this Agreement's provisions must have a minimum value of \$1,040,000. Failure to meet the requirements of this section will invalidate the Abatement for the year that this requirement was not satisfied, unless there is compliance with paragraph 4(c) of this Agreement.
- (c) For Tax Years 2012 through 2021, inclusive, if the requirements of paragraph 4(b) are not met for any year that this Agreement is in effect, Owner may receive an Abatement on the Certified Appraised Value of the Improvements, provided Owner pays the City a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$1,040,000 value, as well as all taxes not subject to

Exhibit A

abatement under this Agreement. (For instance, if the Certified Appraised Value of the Improvements is \$1,000,000 in any year, Owner shall receive an Abatement on the Certified Appraised Value of \$1,000,000 and shall pay the City a sum equal to the full taxes on \$40,000, in addition to all other taxes due.)

- (d) For Tax Years 2012 through 2021, inclusive, the option contained in Section 4(c) providing for Owner's payment of a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$1,040,000 value is contractual in nature and is not subject to any provisions of the TEXAS TAX CODE.
- (e) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (f) That Owner, as of the effective date of this Agreement, submitted an Application for Abatement, attached hereto as Exhibit C.
- (g) **THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) **THAT OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY IS SOLD OR ASSIGNED. FAILURE OF OWNER TO NOTIFY THE TAX ASSESSOR/COLLECTOR AND THE CITY OF ANY SALE OF THE REAL PROPERTY SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**
- (i) On or before September 1 of each year of this Agreement, Owner shall certify in writing to both the City and to the Tax Assessor/Collector that the owner is in compliance with each term of this Agreement.

5. **Term and Abatement**

- (a) This Agreement shall be effective on the date executed by City or Owner,

whichever is later. This Agreement shall terminate on the earlier of December 31, 2021

Exhibit A

or upon the completion of the Abatements, unless terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond December 31, 2021. Owner's obligation upon default to pay to City any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of Abatement shall be an amount equal to the percentage indicated below of the taxes assessed on the Improvements during each applicable Tax Year.

(c) Subject to the limitations imposed by law and conditioned upon the Owner's performance outlined in Section 4 above, there shall be granted and allowed hereunder an Abatement as follows:

Tax Year	Abatement percentage
2012	50%
2013	50%
2014	50%
2015	50%
2016	50%
2017	50%
2018	50%
2019	50%
2020	50%
2021	50%.

(d) The Abatement granted shall not apply to the Certified Appraised Value of the Real Property or to increases in the Certified Appraised Value of the Real Property or Ineligible Property.

(e) All Improvements shall be constructed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are constructed.

(f) The District's determination of values shall be used to determine the Certified Appraised Value of the property subject to this Agreement. If Owner protests

the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

6. **Taxability**

During the period that this Abatement is effective, taxes shall be payable by Owner as follows:

- (1) the value, as established by the District for each Tax Year, of Real Property and Ineligible Property shall be fully taxable and
- (2) the Abated Value, as established by the District, of the Improvements shall be fully taxable.

7. **Event of Default**

- (a) City may declare the Owner in default of this Agreement if Owner:
 - (1) fails to comply with any obligations under this Agreement;
 - (2) allows City ad valorem taxes on the Real Property, on the Abated Value of the Improvements or on the Ineligible Property to become delinquent;
 - (3) vacates any of the Improvements subject to the Agreement or ceases operations on the Real Property before the expiration of the term of the Abatement without the prior written consent of the City, or
 - (4) fails to comply with any obligations under the Tax Abatement Agreement by and between the City of Missouri City, Texas, and Star Gessner Properties, LTD., related to improvements to be constructed on Reserves "A," "B," "C," "D," "E," "F" and "G" of South Gessner Industrial Park, a recorded subdivision in Fort Bend County, Texas, located in Reinvestment Zone No. 7 in Missouri City, Texas (Phase II Improvements).
- (b) City shall notify Owner of any default in writing specifying the default. The

Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default, City may terminate this Agreement by written notice.

Exhibit A

(c) If this Agreement is terminated by City due to Owner's default, Owner agrees that it is liable for and will pay to City within thirty (30) days of the termination of this Agreement:

- (1) The amount of all ad valorem taxes abated under this Agreement;
- (2) Interest on the amount of the abated taxes at the rate provided for in the TEXAS TAX CODE for delinquent taxes, such interest shall accrue beginning on the date that the Agreement is terminated; and
- (3) Penalties on the amount of the abated taxes in the year of default, at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

(d) City shall have a lien against Owner, the Real Property and the Improvements for the taxes, interest and penalty owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

8. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of City by the City Manager or the City Manager's designee. Owner shall allow employees or other representatives of City, who have been designated by the City Manager for the specific purpose of ensuring compliance with this Agreement, to have access to and to inspect the Real Property and the Improvements during the term of the Agreement. All inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of Owner may accompany the inspector at Owner's sole discretion.

(b) Upon completion of the construction of the Improvements, City shall annually evaluate the Real Property and the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report defaults to Owner.

(c) The Chief Appraiser of the District shall annually determine (1) the Abated Value of the Improvements under the terms of this Agreement and (2) the Certified

Appraised Value of the Improvements. The Chief Appraiser shall record both Abated Value and Certified Appraised Value in the appraisal records. The Certified Appraised Value figure listed in the appraisal records shall be used to compute the amount of abated taxes to be recaptured in the event that this Agreement is terminated in a manner that results in recapture of abated taxes.

(d) Owner shall furnish the Chief Appraiser annually such information requested by the Chief Appraiser and as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the Abatement.

9. **Assignment**

(a) This Agreement may not be assigned without prior written consent of City. City will not consent to an assignment of this Agreement and the refusal of City to consent shall be reasonable if either City has declared a default hereunder which has not been cured or the Owner or assignee is delinquent in the payment of ad valorem taxes owed to City. Otherwise, consent shall not be unreasonably withheld.

(b) Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of this Agreement.

10. **Indemnity**

It is understood and agreed between the parties that Owner, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY AND DUTY TO DEFEND SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE INTENTIONAL CONDUCT OR NEGLIGENCE OF CITY OR THE DISTRICT OR THEIR RESPECTIVE OFFICERS, AGENTS OR**

EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO CITY'S, THE DISTRICT'S, OR THEIR REPRESENTATIVES', INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY CITY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT CITY OR THE DISTRICT FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER SHALL BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. **Force Majeure**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to City in writing within ten (10) calendar days after Owner first becomes aware of the occurrence relied upon. By doing so, the obligation of Owner to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the wastewater system or water supply system; or any other cause not reasonably within the control of Owner.

12. **Agreement Approval**

This Agreement is conditioned upon the approval of the City Council of the City of Missouri City by the affirmative vote of a majority of the members present at a duly

scheduled meeting of the City Council and upon execution of this Agreement by a representative of the Owner fully authorized to engage in such transaction.

13. **Compliance with State and Local Regulations**

(a) This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

(b) This paragraph is required by Chapter 2264, Texas Government Code and supersedes any conflicting provision of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, City shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from City to Owner. In the event of termination under this paragraph, Owner shall repay to City the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.

14. **Changes in Tax Laws**

The Abatement provided in this Agreement is subject to any changes in the state tax laws during the term of this Agreement.

15. **Miscellaneous**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, except conflict of laws principles and provisions, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Exhibit A

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Owner, City or the Tax Assessor/Collector, as appropriate, at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner, City or Tax Assessor/Collector at the following addresses:

To Tax Assessor/Collector: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To Owner: Star Gessner Properties, LTD.
55 Hannah's Way
Sugar Land, Texas 77479
Attn: Pyarali Umatiya

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

Exhibit A

Copy City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: Economic Development Coordinator

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the City notice of a change of address within thirty (30) days of such change may result in termination of this Agreement.**

17. **Entire Agreement; Ordinance and Economic Impact Statement**

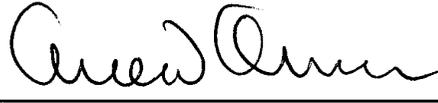
This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7; Exhibit B – Improvements; Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

EXECUTION PAGES TO FOLLOW

18. Execution

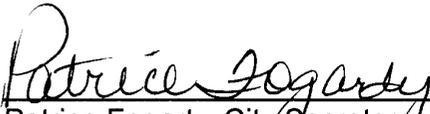
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Star Gessner Properties, LTD., have full authority to execute this Agreement and bind Star Gessner Properties, LTD., to the same.

CITY OF MISSOURI CITY, TEXAS

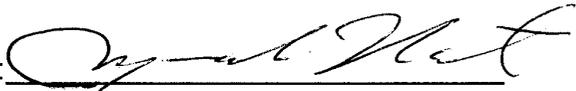
By: 
Allen Owen, Mayor

Date: 12-20-10

ATTEST:

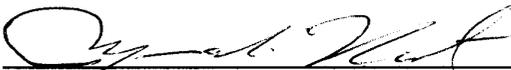

Patrice Fogarty, City Secretary

“Owner:”
STAR GESSNER PROPERTIES, LTD.,
a Texas limited partnership
by UA Star, Inc., a Texas corporation,
its general partner

By: 
Pyrali Umatiya
Member

ATTEST:

Date: 12-16-10


Secretary

Attachments:

- Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7.
- Exhibit B – Improvements
- Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement.

18. Execution

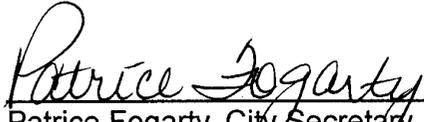
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Star Gessner Properties, LTD., have full authority to execute this Agreement and bind Star Gessner Properties, LTD., to the same.

CITY OF MISSOURI CITY, TEXAS

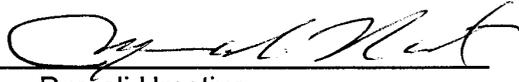
By: 
Allen Owen, Mayor

Date: 12-20-10

ATTEST:

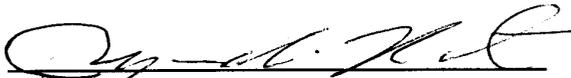

Patrice Fogarty, City Secretary

"Owner:"
STAR GESSNER PROPERTIES, LTD.,
a Texas limited partnership
by UA Star, Inc., a Texas corporation,
its general partner

By: 
Pyarali Umatiya
Director

Date: 12-16-10

ATTEST:


Secretary

Attachments:

- Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7.
- Exhibit B – Improvements
- Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement.

Exhibit A

EXHIBIT A

ORDINANCE NO. O-10-43

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
CREATING REINVESTMENT ZONE NO. 7 SITUATED WEST OF
SOUTH GESSNER ROAD AND NORTH OF PIKE ROAD IN THE
CITY OF MISSOURI CITY, TEXAS; MAKING RELATED
FINDINGS; AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, the City Council of the City of Missouri City has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Missouri City, Texas; and

WHEREAS, pursuant to the Guidelines, the City has received a request for creation of a reinvestment zone and tax abatement; and

WHEREAS, after proper notice, the City held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 7; and

WHEREAS, written notice of the hearing was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined, based on evidence presented, that the improvements sought to be located in proposed Reinvestment Zone No. 7 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 7 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would be a benefit to the property located therein and that will contribute to the economic development 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 found to be true and correct, and are made a part of this Ordinance for all purposes.

Section 2. That Reinvestment Zone No. 7 is hereby created for the purpose of encouraging economic development through tax abatement. A

description of the Zone is attached hereto as Exhibit "A" and is made a part hereto for all purposes.

Section 3. This designation shall be effective for five (5) years from the date of final passage of this Ordinance and may be renewed for periods not to exceed five years.

Section 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict only.

Section 5. 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 18th day of October, 2010.

PASSED, APPROVED and ADOPTED on second and final reading this 1st day of November, 2010.



Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:



Patrice Fogarty, City Secretary



Caroline Kelley, City Attorney

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION 10.2403 ACRES

A TRACT OR PARCEL CONTAINING 10.2403 ACRES (446,069 SQUARE FEET) OF LAND IN THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 115, AND THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 117, BEING ALL OF RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1071/A OF THE FORT BEND COUNTY PLAT RECORDS, AND ALL OF SOUTH GESSNER ROAD INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 20070208 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 10.2403 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND IN THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD (100 FOOT RIGHT OF WAY), AT THE COMMON SOUTHEASTERLY CORNER OF RESERVE "A" AND RESERVE "B" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD A DISTANCE OF 8.84 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE CONTINUING IN SOUTHWESTERLY DIRECTION WITH THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1664.45 FEET, A LENGTH OF 983.32 FEET, AN INTERIOR ANGLE OF 33 DEGREES 50 MINUTES 56 SECONDS, AND A CHORD BEARING SOUTH 28 DEGREES 04 MINUTES 32 SECONDS WEST, 969.08 FEET TO THE SOUTHEAST CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 44 DEGREES 41 MINUTES WEST, 0.45 FEET;

THENCE NORTH 80 DEGREES 34 MINUTES 15 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 193.93 FEET TO A 5/8 INCH IRON ROD SET FOR ANGLE POINT;

THENCE NORTH 44 DEGREES 21 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 454.32 FEET TO A 60D NAIL SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 771.34 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE COMMON NORTHWESTERLY CORNER OF RESERVE "A" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, AND SOUTH GESSNER ROAD INDUSTRIAL PARK, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 81 DEGREES 02 MINUTES WEST, 2.72 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 272.36 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 321.26 FEET TO THE POINT OF BEGINNING AND CONTAINING, 10.2403 ACRES OF LAND, MORE OR LESS.

Exhibit A

EXHIBIT B

Exhibit A

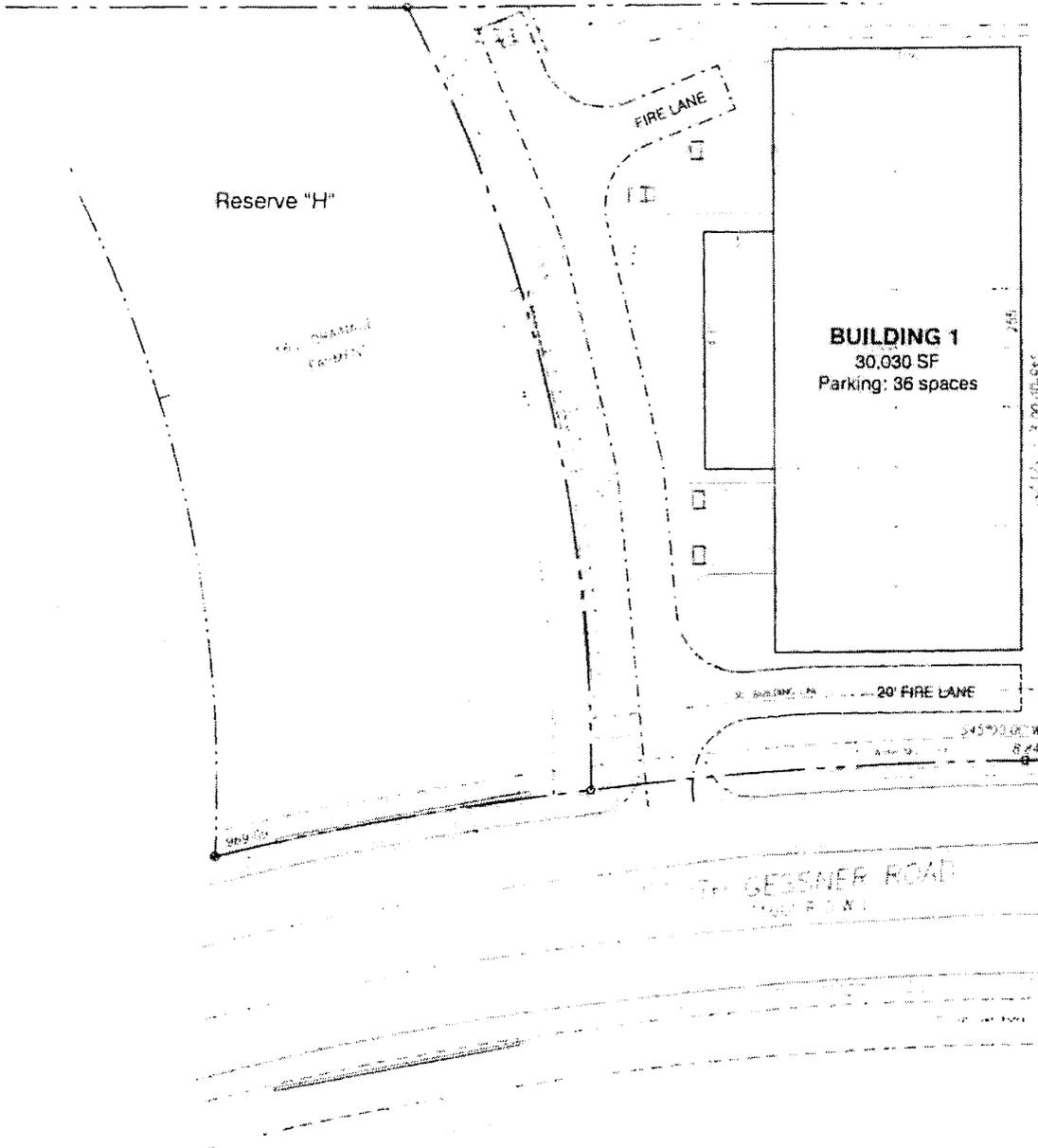


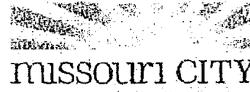
Exhibit A

EXHIBIT C

Exhibit A



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL



ECONOMIC IMPACT STATEMENT QUESTIONNAIRE – Phase I

Star Precision Fabricating Limited
Proposed Facility at Missouri City, Fort Bend County, Texas

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) and City of Missouri City will begin prequalification of your project. The information you provide will allow us to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.

Star Precision incorporated in 1992 specializes in precision sheet metal fabrication, precision machining and electro-mechanical assembly. We produce products for a diverse customer base ranging from oil and gas products (companies such as Halliburton) to technology contract manufacturers (companies such as Plextronics System). Our services included the following operations: laser cutting, punching, bending, shearing, welding, milling, and turning. We service local and worldwide businesses, from small business to Fortune 500 companies. We have grown six times and invested more than five million in new capital over the recent years and plan to invest in over 2 million dollars in new capital over the coming years. This year, 2010, we foresee an incredible growth in sales/profit of 50% from 2009. In the coming years foresee a 25-35% growth in sales year over year.

Phase I will be a 30,000 sf building that will be leased to one of our suppliers, Royalty Metal Finishing. Royalty Metal Finishing is a Texas Corporation formed in August 2001. They provide various industries with finishing services/products for metals ranging from aluminum to steel. Their three main finishing operations include, anodizing, powder coating and screen-printing.

1. Information About The Leased Company

Company Name: Royalty Metal Finishing

Exhibit A

Contact Person: Mark Dupree	Title: President
Current Address: 1406 Southgate Rosenberg, TX 77471	
Office #: 281.342.5333	Mobile #:
Fax #: 281.342.5301	Website: www.royaltymetalfinishing.com
Email Address: rmf@sbeglobal.net	
The Company's Primary SIC Code: 3471	

2. Type of project (check all that apply):
- Existing business in Fort Bend County
 - New business to Fort Bend County
 - Expansion of existing facility
 - Construction of new facility
 - Company will lease facility
 - Company will own facility
 - Corporate/Regional Headquarters

3. If the company will lease the facility, who will be the owner:
UA Star Properties

Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated):
0 S. Gessner Road Missouri City, Texas 77489 (Beltway Crossing Business Park)

4. Scope of project:

Size of new facility/expansion:	30,000 sq. ft.
Size of existing facility (if applicable):	38,000 sq. ft.
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	1.65
Type of Construction (tilt wall, metal, concrete, etc.):	Metal/ Concrete

5. Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):
10% office, 15% warehouse, 15% shipping/receiving, 60% production
6. Truck traffic to be generated (# daily or weekly): ~20 trucks
7. Targeted start of construction: Dec. 2010
8. Targeted start of operations: August 2011
9. Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):

Exhibit A

Land	Construction Costs of Building Improvements	Furniture & Fixtures	Equipment	Inventory	Total
\$ 850,000	\$ 1,400,000	\$ 5,000	\$ 255,000	\$ 0	\$ 2,510,000

10. **Estimated percent of inventory that would be Freeport qualified: 0%**
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.

11. **Employment information:**

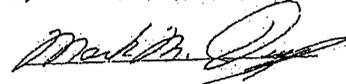
Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
10	25	35

12. **Average salary (before benefits): \$37,000**
13. **Amount of initial, annual local payroll to be created: \$610,000**
14. **The firm's estimated annual amount of taxable sales (that generate sales taxes) if the site will be located within the city limits of a Fort Bend County city: \$1,900**
15. **Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value: No**
16. **Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally: No**

CERTIFICATION:

1. Royalty Metal Finishing, Inc does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:



Signature

Exhibit A

Mark M. Dupree
Printed Name

President
Title

Royalty Metal Finishing, Inc
Name of Company

September 8, 2010
Date

2. Star Precision Fabricating Limited does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:


Signature

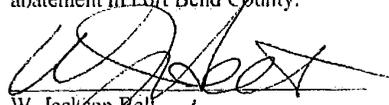
Pyarali Umatiya
Printed Name

President
Title

Star Precision Fabricating Limited
Name of Company

September 9, 2010
Date

3. The Greater Fort Bend Economic Development Council certifies that Star Precision Fabricating Limited has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.


W. Jackson Bell

12/6/10
Date

Vice President
Greater Fort Bend Economic
Development Council

TAX ABATEMENT AGREEMENT
by and between
THE CITY OF MISSOURI CITY, TEXAS and
STAR GESSNER PROPERTIES, LTD.
(Phase II Improvements)

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **THE CITY OF MISSOURI CITY, TEXAS**, hereinafter referred to as City, acting by and through its City Council; and **STAR GESSNER PROPERTIES, LTD.**, a Texas limited partnership, hereinafter referred to as Owner (hereinafter defined) of the Real Property (hereinafter defined) located within the City of Missouri City Reinvestment Zone No. 7 and the Improvements (hereinafter defined) to be constructed within the City of Missouri City Reinvestment Zone No. 7, established by City of Missouri City Ordinance No. O-10-43, adopted November 1, 2010, attached hereto as Exhibit A and incorporated herein for all purposes.

1. **Authorization**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Missouri City, Texas, which was approved by the City Council of the City of Missouri City on March 15, 2010, by Resolution No. R-10-06. City has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- b. No official of City has an interest in the property subject to this Agreement.

2. **Definitions**

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

- a. **"Abated Value"** means the value of the Improvements subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.
- b. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in City of Missouri City Reinvestment Zone No. 7.
- c. **"Application for Abatement"** means the Application for Value Added Tax Abatement and the answers provided to the Economic Impact Statement Questionnaire, both of which are provided by the Owner and both of which are attached hereto as Exhibit C, incorporated herein for all purposes.
- d. **"Certified Appraised Value"** means the value, as certified by the District as of January 1 of each year of this Agreement, regarding the Real Property, the Improvements or Ineligible Property located on the Real Property within City of Missouri City Reinvestment Zone No. 7.
- e. **"City"** means the City of Missouri City, Texas.
- r. **"District"** means Fort Bend Central Appraisal District.
- g. **"Improvements"** means a building to be used as an office and warehouse, located on the Real Property and containing at least 80,000 square feet of floor space, and any sidewalks, parking lots, roads, outdoor lighting, landscaping and other improvements to serve the building, all as approximately shown in Exhibit B, attached to and incorporated into this Agreement by reference.
- h. **"Ineligible Property"** means the Real Property, existing improvements, tangible personal property that the District classifies as inventory or supplies, the Real Property used primarily to provide retail sales or services to the public, the Real Property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- i. **"Owner"** means Star Gessner Properties, LTD., the owner of the Real Property, or other person or entity to which this Agreement is assigned, with prior written approval of the City Council of the City of Missouri City.

- j. **"Real Property"** means Reserves "A," "B," "C," "D," "E," "F," and "G" of South Gessner Road Industrial Park, a recorded subdivision in Fort Bend County, Texas.
- k. **"Tax Year"** has the meaning given in Section 1.04(13), TEXAS TAX CODE.
- l. **"Tax Year 1"** means the Tax Year immediately following the issuance of a Certificate of Occupancy by the City for the Improvements. Each successively numbered Tax Year shall mean the succeeding Tax Year.

3. **Subject Real Property**

The Real Property subject to this Agreement is located within City of Missouri City Reinvestment Zone No. 7.

4. **Responsibilities and Representations of Owner**

In consideration of receiving the Abatement granted herein, Owner represents and agrees:

- (a) That construction of the Improvements shall be commenced on or before April 1, 2014 and shall be completed on or before June 30, 2015. Owner shall provide the Tax Assessor/Collector a certified statement evidencing a minimum of \$3,200,000 in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements.
- (b) That, beginning on January 1 of Tax Year 1, the Certified Appraised Value of the Improvements on January 1 of each year that taxes are abated under this Agreement's provisions must have a minimum value of \$3,200,000. Failure to meet the requirements of this section will invalidate the Abatement for the year that this requirement was not satisfied, unless there is compliance with paragraph 4(c) of this Agreement.
- (c) For Tax Years 1 through 10, inclusive, if the requirements of paragraph 4(b) are not met for any year that this Agreement is in effect, Owner may receive an Abatement on the Certified Appraised Value of the

Exhibit A

Improvements, provided Owner pays the City a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$3,200,000 value, as well as all taxes not subject to abatement under this Agreement. (For instance, if the Certified Appraised Value of the Improvements is \$3,000,000 in any year, Owner shall receive an Abatement on the Certified Appraised Value of \$3,000,000 and shall pay the City a sum equal to the full taxes on \$200,000, in addition to all other taxes due.)

- (d) For Tax Years 1 through 10, inclusive, the option contained in Section 4(c) providing for Owner's payment of a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$3,200,000 value is contractual in nature and is not subject to any provisions of the TEXAS TAX CODE.
- (e) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (f) That Owner, as of the effective date of this Agreement, submitted an Application for Abatement, attached hereto as Exhibit B.
- (g) **THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) **THAT OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY IS SOLD OR ASSIGNED. FAILURE OF OWNER TO NOTIFY THE TAX ASSESSOR/COLLECTOR AND THE CITY OF ANY SALE OF THE REAL PROPERTY SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**
- (i) On or before September 1 of each year of this Agreement, Owner shall certify in writing to both the City and to the Tax Assessor/Collector that the owner is in compliance with each term of this Agreement.

5. **Term and Abatement**

(a) This Agreement shall be effective on the date executed by City or Owner, whichever is later. This Agreement shall terminate on the earlier of December 31 of Tax Year 10 or upon the completion of the Abatements, unless terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond December 31 of Tax Year 10. Owner's obligation upon default to pay to City any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of Abatement shall be an amount equal to the percentage indicated below of the taxes assessed on the Improvements during each applicable Tax Year.

(c) Subject to the limitations imposed by law and conditioned upon the Owner's performance outlined in Section 4 above, there shall be granted and allowed hereunder an Abatement as follows:

Tax Year	Abatement percentage
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%.

(d) The Abatement granted shall not apply to the Certified Appraised Value of the Real Property or to increases in the Certified Appraised Value of the Real Property or Ineligible Property.

(e) All Improvements shall be constructed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are constructed.

(f) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(g)

6. **Taxability**

During the period that this Abatement is effective, taxes shall be payable by Owner as follows:

- (1) the value, as established by the District for each Tax Year, of Real Property and Ineligible Property shall be fully taxable and
- (2) the Abated Value, as established by the District, of the Improvements shall be fully taxable.

7. **Event of Default**

- (a) City may declare the Owner in default of this Agreement if Owner:
- (1) fails to begin the construction of the Improvements on or before April 1, 2014 and fails to complete the construction of the Improvements on or before June 30, 2015;
 - (2) fails to comply with any obligations under this Agreement;
 - (3) allows City ad valorem taxes on the Real Property, on the Abated Value of the Improvements or on the Ineligible Property to become delinquent; or

(4) vacates any of the Improvements subject to the Agreement or ceases operations on the Real Property before the expiration of the term of the Abatement without the prior written consent of the City.

(b) City shall notify Owner of any default in writing specifying the default. The Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default, City may terminate this Agreement by written notice.

(c) If this Agreement is terminated by City due to Owner's default, Owner agrees that it is liable for and will pay to City within thirty (30) days of the termination of this Agreement:

- (1) The amount of all ad valorem taxes abated under this Agreement;
- (2) Interest on the amount of the abated taxes at the rate provided for in the TEXAS TAX CODE for delinquent taxes, such interest shall accrue beginning on the date that the Agreement is terminated; and
- (3) Penalties on the amount of the abated taxes in the year of default, at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

(d) City shall have a lien against Owner, the Real Property, the Improvements for the taxes, interest and penalty owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

8. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of City by the City Manager or the City Manager's designee. Owner shall allow employees or other representatives of City, who have been designated by the City Manager for the specific purpose of ensuring compliance with this Agreement, to have access to and to inspect the Real Property, the Improvements during the term of the Agreement. All inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation

of the facility. A representative of Owner may accompany the inspector at Owner's sole discretion.

(b) Upon completion of the construction of the Improvements, City shall annually evaluate the Real Property, the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report defaults to Owner.

(c) The Chief Appraiser of the District shall annually determine (1) the Abated Value of the Improvements under the terms of this Agreement and (2) the Certified Appraised Value of the Improvements. The Chief Appraiser shall record both the Abated Value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value figure listed in the appraisal records shall be used to compute the amount of abated taxes to be recaptured in the event that this Agreement is terminated in a manner that results in recapture of abated taxes.

(d) Owner shall furnish the Chief Appraiser annually such information requested by the Chief Appraiser and as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the Abatement.

9. **Assignment**

(a) This Agreement may not be assigned without prior written consent of City. City will not consent to an assignment of this Agreement and the refusal of the City to consent shall be reasonable if either City has declared a default hereunder which has not been cured or the Owner or assignee is delinquent in the payment of ad valorem taxes owed to City. Otherwise, consent shall not be unreasonably withheld.

(b) Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of this Agreement.

10. **Indemnity**

It is understood and agreed between the parties that Owner, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or

liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY AND DUTY TO DEFEND SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE INTENTIONAL CONDUCT OR NEGLIGENCE OF CITY OR THE DISTRICT OR THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO CITY'S, THE DISTRICT'S, OR THEIR REPRESENTATIVES', INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY CITY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT CITY OR THE DISTRICT FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER SHALL BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

11. **Force Majeure**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to City in writing within ten (10) calendar days after Owner first becomes aware of the occurrence relied upon. By doing so, the obligation of Owner to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or

equipment, or the failure of the wastewater system or water supply system; or any other cause not reasonably within the control of Owner.

12. **Agreement Approval**

This Agreement is conditioned upon the approval of the City Council of the City of Missouri City by the affirmative vote of a majority of the members present at a duly scheduled meeting of the City Council and upon execution of this Agreement by a representative of the Owner fully authorized to engage in such transaction.

13. **Compliance with State and Local Regulations**

(a) This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

(b) This paragraph is required by Chapter 2264, Texas Government Code and supersedes any conflicting provision of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, City shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from City to Owner. In the event of termination under this paragraph, Owner shall repay to City the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.

14. **Changes in Tax Laws**

The Abatement provided in this Agreement is subject to any changes in the state tax laws during the term of this Agreement.

15. **Miscellaneous**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, except conflict of laws principles and provisions, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. **Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Owner, City or the Tax Assessor/Collector, as appropriate, at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner, City or Tax Assessor/Collector at the following addresses:

To Tax Assessor/Collector: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

Exhibit A

To Owner: Star Gessner Properties, LTD.
55 Hannah's Way
Sugar Land, Texas 77479
Attn: Pyarali Umatiya

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

Copy City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: Economic Development Coordinator

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the City notice of a change of address within thirty (30) days of such change may result in termination of this Agreement.**

17. **Entire Agreement; Ordinance and Economic Impact Statement**

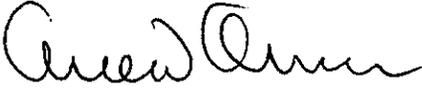
This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7; Exhibit B – Improvements; Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

EXECUTION PAGES TO FOLLOW

18. Execution

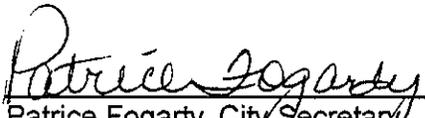
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Star Gessner Properties, LTD., have full authority to execute this Agreement and bind Star Gessner Properties, LTD., to the same.

CITY OF MISSOURI CITY, TEXAS

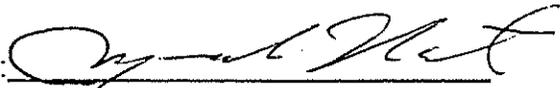
By: 
Allen Owen, Mayor

Date: 12-20-10

ATTEST:

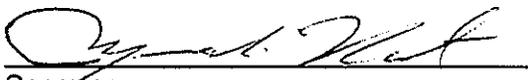

Patrice Fogarty, City Secretary

"Owner:"
STAR GESSNER PROPERTIES, LTD.,
a Texas limited partnership
by UA Star, Inc., a Texas corporation,
its general partner

By: 
Pyarali Umaliya
Member

ATTEST:

Date: 12-16-10


Secretary

Attachments:

- Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7.
- Exhibit B – Improvements
- Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement.

Exhibit A

EXHIBIT A

ORDINANCE NO. O-10-43

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
CREATING REINVESTMENT ZONE NO. 7 SITUATED WEST OF
SOUTH GESSNER ROAD AND NORTH OF PIKE ROAD IN THE
CITY OF MISSOURI CITY, TEXAS; MAKING RELATED
FINDINGS; AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, the City Council of the City of Missouri City has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Missouri City, Texas; and

WHEREAS, pursuant to the Guidelines, the City has received a request for creation of a reinvestment zone and tax abatement; and

WHEREAS, after proper notice, the City held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 7; and

WHEREAS, written notice of the hearing was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined, based on evidence presented, that the improvements sought to be located in proposed Reinvestment Zone No. 7 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 7 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would be a benefit to the property located therein and that will contribute to the economic development 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 found to be true and correct, and are made a part of this Ordinance for all purposes.

Section 2. That Reinvestment Zone No. 7 is hereby created for the purpose of encouraging economic development through tax abatement. A

description of the Zone is attached hereto as Exhibit "A" and is made a part hereto for all purposes.

Section 3. This designation shall be effective for five (5) years from the date of final passage of this Ordinance and may be renewed for periods not to exceed five years.

Section 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict only.

Section 5. 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 18th day of October, 2010.

PASSED, APPROVED and ADOPTED on second and final reading this 1st day of November, 2010.



Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:


Patrice Fogarty, City Secretary
Caroline Kelley, City Attorney

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION 10.2403 ACRES

A TRACT OR PARCEL CONTAINING 10.2403 ACRES (446,069 SQUARE FEET) OF LAND IN THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 115, AND THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 117, BEING ALL OF RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1071/A OF THE FORT BEND COUNTY PLAT RECORDS, AND ALL OF SOUTH GESSNER ROAD INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 20070208 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 10.2403 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND IN THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD (100 FOOT RIGHT OF WAY), AT THE COMMON SOUTHEASTERLY CORNER OF RESERVE "A" AND RESERVE "B" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD A DISTANCE OF 8.84 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE CONTINUING IN SOUTHWESTERLY DIRECTION WITH THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1664.45 FEET, A LENGTH OF 983.32 FEET, AN INTERIOR ANGLE OF 33 DEGREES 50 MINUTES 56 SECONDS, AND A CHORD BEARING SOUTH 28 DEGREES 04 MINUTES 32 SECONDS WEST, 969.08 FEET TO THE SOUTHEAST CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 44 DEGREES 41 MINUTES WEST, 0.45 FEET;

THENCE NORTH 80 DEGREES 34 MINUTES 15 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 193.93 FEET TO A 5/8 INCH IRON ROD SET FOR ANGLE POINT;

THENCE NORTH 44 DEGREES 21 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 454.32 FEET TO A 60D NAIL SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 771.34 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE COMMON NORTHWESTERLY CORNER OF RESERVE "A" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, AND SOUTH GESSNER ROAD INDUSTRIAL PARK, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 81 DEGREES 02 MINUTES WEST, 2.72 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 272.36 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 321.26 FEET TO THE POINT OF BEGINNING AND CONTAINING, 10.2403 ACRES OF LAND, MORE OR LESS.

Exhibit A

EXHIBIT B

Exhibit A

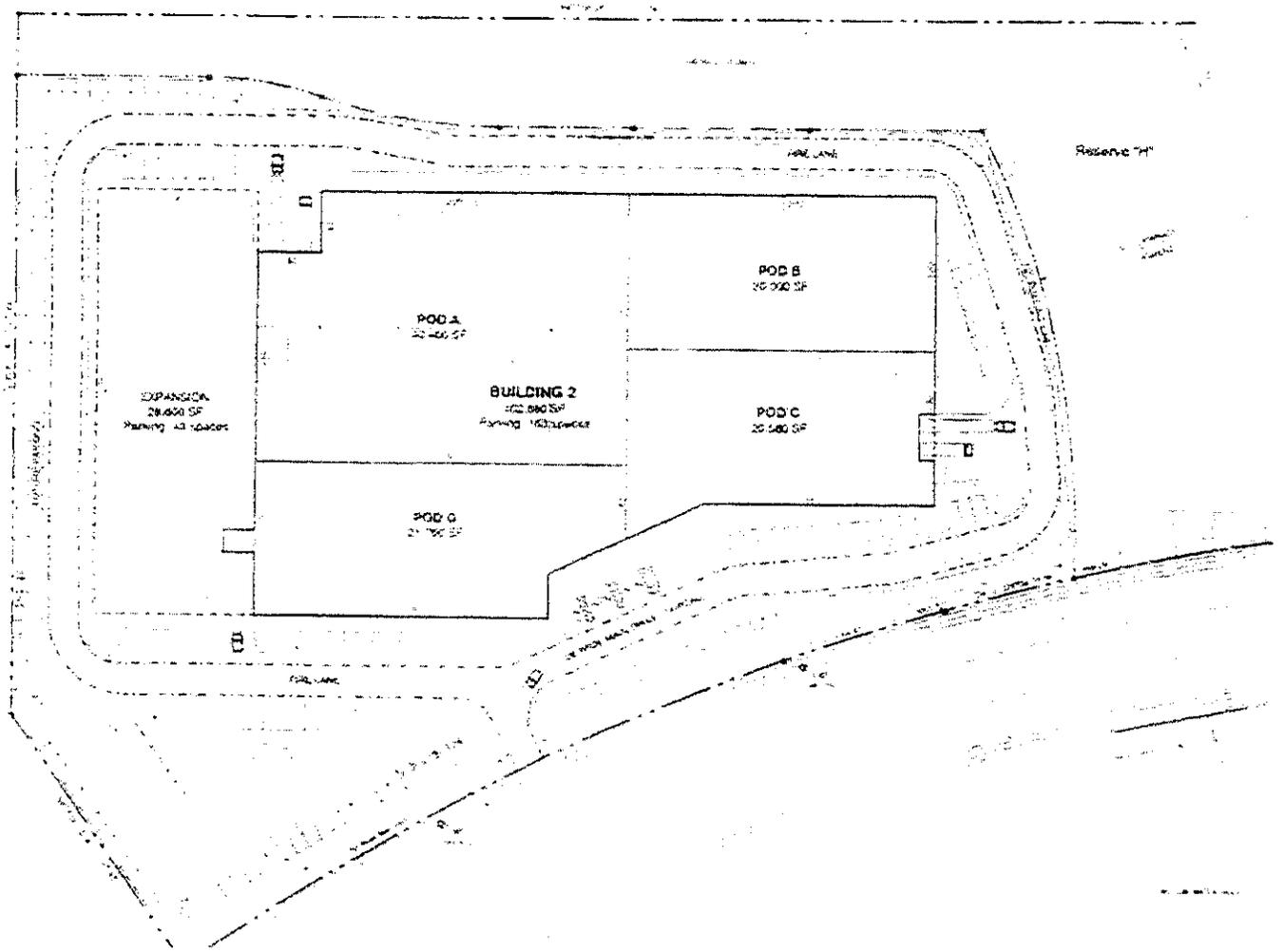


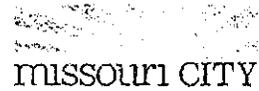
Exhibit A

EXHIBIT C

Exhibit A



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL



ECONOMIC IMPACT STATEMENT QUESTIONNAIRE – Phase II

Star Precision Fabricating Limited
Proposed Facility at (name of area), Fort Bend County, Texas

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) and City of Missouri City will begin prequalification of your project. The information you provide will allow us to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

- 1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.

Star Precision incorporated in 1992 specializes in precision sheet metal fabrication, precision machining and electro-mechanical assembly. We produce products for a diverse customer base ranging from oil and gas products (companies such as Halliburton) to technology contract manufacturers (companies such as Flextronics System). Our services included the following operations: laser cutting, punching, bending, shearing, welding, milling, and turning. We service local and worldwide businesses, from small business to Fortune 500 companies. We have grown six times and invested more than five million in new capital over the recent years and plan to invest in over 2 million dollars in new capital over the coming years. This year, 2010, we foresee an incredible growth in sales/ profit of 50% from 2009. In the coming years foresee a 25-35% growth in sales year over year.

2. Information About Your Company

Company Name: Star Precision Fabricating Limited	
Contact Person: Pyarali Umaliya	Title: President
Current Address: 5410, Brystone Drive Houston, Texas 77041	
Office #: 713.983.8883	Mobile #: 713.306.4172
Fax #: 713.983.8288	Website: www.star-precision.com
Email Address: prumaliya@star-precision.com	
The Company's Primary SIC Code: 3823	

Exhibit A

3. **Type of project (check all that apply):**
 Existing business in Fort Bend County
 New business to Fort Bend County
 Expansion of existing facility
 Construction of new facility
 Company will lease facility
 Company will own facility
 Corporate/Regional Headquarters
4. **If the company will lease the facility, who will be the owner:**
 UA Star Properties
5. **Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated):**
 0 S. Gessner Road Missouri City, Texas 77489 (Beltway Crossing Business Park)
6. **Scope of project:**

Size of new facility/expansion:	130,000 sq. ft.
Size of existing facility (if applicable):	48,500 sq. ft.
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	8.59
Type of Construction (tilt wall, metal, concrete, etc.):	Metal/ Concrete

7. **Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):**
 10% office, 40% sheet metal fabrication, 25% machining, 10% laser cutting, 15% warehouse
8. **Truck traffic to be generated (# daily or weekly):**
 10-12 trucks per day
9. **Targeted start of construction:**
 2012
10. **Targeted start of operations:**
 2013
11. **Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):**

Land	Construction Costs of Building Improvements	Furniture & Fixtures	Equipment	Inventory	Total
\$ 0	\$ 4,000,000	\$ 15,000	\$ 2,800,000	\$ 0	\$ 6,615,000

Exhibit A

- 12. **Estimated percent of inventory that would be Freeport qualified:** 10% (as of end of 12/31/09 year, figure indicates inventory shipped to our end customer (located out-of-state))
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.

13. **Employment information:**

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
100+	N/A	100+

- 14. **Average salary (before benefits):** (For 2010) \$41,000 / estimated total salary- \$3.5 mill.
- 15. **Amount of initial, annual local payroll to be created:** \$4.1 mill.
- 16. **The firm's estimated annual amount of taxable sales (that generate sales taxes) if the site will be located within the city limits of a Fort Bend County city:** ~\$35,000 (taxable sales); (non-taxable) ~\$16 mill.
- 17. **Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value:** No
- 18. **Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally:** 1-5 per year

CERTIFICATION:

1. Star Precision Fabricating Limited does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:

By: SPF GP, LLC General Partner
Signature

Pyarali Umative
Printed Name

One Fluor Daniel Drive • Sugar Land, Texas 77478 • www.fortbendcounty.org
Main (281) 242-0000 • Fax (281) 242-6739 • Toll Free (888) 500-5668

3

VP - Greater Ft. Bend Economic Development Council
12/6/10

One Fluor Daniel Drive • Sugar Land, Texas 77478 • www.fortbendcounty.org
Main (281) 242-0000 • Fax (281) 242-6739 • Toll Free (888) 500-5668

4

EXHIBIT B

Attached copy of the First Amendment to the Tax Abatement Agreement dated July 6, 2015, by and between City of Missouri City, Texas, and Star Gessner Properties, LTD. (referred to in this Assignment as the "Amendment")

FIRST AMENDMENT to the TAX ABATEMENT AGREEMENT

by and between

THE CITY OF MISSOURI CITY, TEXAS and STAR GESSNER PROPERTIES, LTD.

This first amendment (hereinafter, the "First Amendment") to the Tax Abatement Agreement (hereinafter, the "Agreement"), attached hereto as Exhibit "A," and made a part hereof for all purposes, by and between THE CITY OF MISSOURI CITY, TEXAS (hereinafter referred to as "City"), acting by and through its City Council, and STAR GESSNER PROPERTIES, LTD., a domestic limited partnership (hereinafter, the "Owner") shall be effective upon the Owner or the City's execution, whichever is later. Terms defined in the Agreement shall have the same meaning when used in this First Amendment. It is the intent and desire of the parties to modify the Agreement pursuant to Section 312.007 and Section 312.208 of the Texas Tax Code by deferring the commencement of the abatement period set forth in the Agreement.

1. Amendments

The Agreement is hereby amended as follows:

- a. Paragraph 4(a) of Section 4, Responsibilities and Representations of Owner, is amended as follows:

"4. Responsibilities and Representations of Owner

In consideration of receiving the Abatement granted herein, Owner represents and agrees:

(a) That construction of the Improvements shall be commenced on or before January 1, 2018, and shall be completed on or before December 31, 2018. Owner shall provide the Tax Assessor/Collector a certified statement evidencing a minimum of \$3,200,000 in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements."

- b. Paragraph 7(a) of Section 7, Event of Default, is amended as follows:

“7. Event of Default

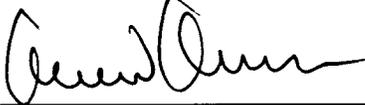
- (a) City may declare the Owner in default of this Agreement if Owner:
 - (1) fails to begin the construction of the Improvements on or before January 1, 2018, and fails to complete the construction of the Improvements on or before December 31, 2018;
 - (2) fails to comply with any obligations under this Agreement;
 - (3) allows City ad valorem taxes on the Real Property, on the Abated Value of the Improvements or on the Ineligible Property to become delinquent; or
 - (4) vacates any of the Improvements subject to the Agreement or ceases operations on the Real Property before the expiration of the term of the Abatement without the prior written consent of the City.”

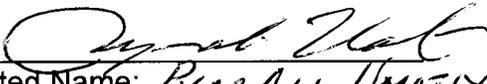
2. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individual executing this agreement on behalf of Owner has full authority to execute this First Amendment and bind Owner to the same.

CITY OF MISSOURI CITY, TEXAS

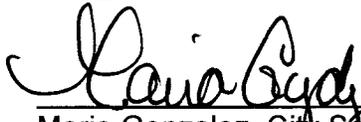
STAR GESSNER PROPERTIES, LTD.

By: 
 Allen Owen, Mayor
 Date: 7-6-2015

By: 
 Printed Name: PYARALI UMARIYA
 Date: 06-17-15

ATTEST:

ATTEST:


 Maria Gonzalez, City Secretary


 Printed Name: _____



06/17/15

TAX ABATEMENT AGREEMENT
by and between
THE CITY OF MISSOURI CITY, TEXAS and
STAR GESSNER PROPERTIES, LTD.
(Phase II Improvements)

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **THE CITY OF MISSOURI CITY, TEXAS**, hereinafter referred to as City, acting by and through its City Council; and **STAR GESSNER PROPERTIES, LTD.**, a Texas limited partnership, hereinafter referred to as Owner (hereinafter defined) of the Real Property (hereinafter defined) located within the City of Missouri City Reinvestment Zone No. 7 and the Improvements (hereinafter defined) to be constructed within the City of Missouri City Reinvestment Zone No. 7, established by City of Missouri City Ordinance No. O-10-43, adopted November 1, 2010, attached hereto as Exhibit A and incorporated herein for all purposes.

1. **Authorization**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Missouri City, Texas, which was approved by the City Council of the City of Missouri City on March 15, 2010, by Resolution No. R-10-06. City has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- b. No official of City has an interest in the property subject to this Agreement.

2. **Definitions**

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

- a. **"Abated Value"** means the value of the Improvements subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.
- b. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in City of Missouri City Reinvestment Zone No. 7.
- c. **"Application for Abatement"** means the Application for Value Added Tax Abatement and the answers provided to the Economic Impact Statement Questionnaire, both of which are provided by the Owner and both of which are attached hereto as Exhibit C, incorporated herein for all purposes.
- d. **"Certified Appraised Value"** means the value, as certified by the District as of January 1 of each year of this Agreement, regarding the Real Property, the Improvements or Ineligible Property located on the Real Property within City of Missouri City Reinvestment Zone No. 7.
- e. **"City"** means the City of Missouri City, Texas.
- r. **"District"** means Fort Bend Central Appraisal District.
- g. **"Improvements"** means a building to be used as an office and warehouse, located on the Real Property and containing at least 80,000 square feet of floor space, and any sidewalks, parking lots, roads, outdoor lighting, landscaping and other improvements to serve the building, all as approximately shown in Exhibit B, attached to and incorporated into this Agreement by reference.
- h. **"Ineligible Property"** means the Real Property, existing improvements, tangible personal property that the District classifies as inventory or supplies, the Real Property used primarily to provide retail sales or services to the public, the Real Property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- i. **"Owner"** means Star Gessner Properties, LTD., the owner of the Real Property, or other person or entity to which this Agreement is assigned, with prior written approval of the City Council of the City of Missouri City.

- j. **"Real Property"** means Reserves "A," "B," "C," "D," "E," "F," and "G" of South Gessner Road Industrial Park, a recorded subdivision in Fort Bend County, Texas.
- k. **"Tax Year"** has the meaning given in Section 1.04(13), TEXAS TAX CODE.
- l. **"Tax Year 1"** means the Tax Year immediately following the issuance of a Certificate of Occupancy by the City for the Improvements. Each successively numbered Tax Year shall mean the succeeding Tax Year.

3. **Subject Real Property**

The Real Property subject to this Agreement is located within City of Missouri City Reinvestment Zone No. 7.

4. **Responsibilities and Representations of Owner**

In consideration of receiving the Abatement granted herein, Owner represents and agrees:

- (a) That construction of the Improvements shall be commenced on or before April 1, 2014 and shall be completed on or before June 30, 2015. Owner shall provide the Tax Assessor/Collector a certified statement evidencing a minimum of \$3,200,000 in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements.
- (b) That, beginning on January 1 of Tax Year 1, the Certified Appraised Value of the Improvements on January 1 of each year that taxes are abated under this Agreement's provisions must have a minimum value of \$3,200,000. Failure to meet the requirements of this section will invalidate the Abatement for the year that this requirement was not satisfied, unless there is compliance with paragraph 4(c) of this Agreement.
- (c) For Tax Years 1 through 10, inclusive, if the requirements of paragraph 4(b) are not met for any year that this Agreement is in effect, Owner may receive an Abatement on the Certified Appraised Value of the

Improvements, provided Owner pays the City a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$3,200,000 value, as well as all taxes not subject to abatement under this Agreement. (For instance, if the Certified Appraised Value of the Improvements is \$3,000,000 in any year, Owner shall receive an Abatement on the Certified Appraised Value of \$3,000,000 and shall pay the City a sum equal to the full taxes on \$200,000, in addition to all other taxes due.)

- (d) For Tax Years 1 through 10, inclusive, the option contained in Section 4(c) providing for Owner's payment of a sum equal to the full taxes on the difference between the Certified Appraised Value of the Improvements and the \$3,200,000 value is contractual in nature and is not subject to any provisions of the TEXAS TAX CODE.
- (e) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (f) That Owner, as of the effective date of this Agreement, submitted an Application for Abatement, attached hereto as Exhibit B.
- (g) **THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) **THAT OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY IS SOLD OR ASSIGNED. FAILURE OF OWNER TO NOTIFY THE TAX ASSESSOR/COLLECTOR AND THE CITY OF ANY SALE OF THE REAL PROPERTY SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**
- (i) On or before September 1 of each year of this Agreement, Owner shall certify in writing to both the City and to the Tax Assessor/Collector that the owner is in compliance with each term of this Agreement.

5. **Term and Abatement**

(a) This Agreement shall be effective on the date executed by City or Owner, whichever is later. This Agreement shall terminate on the earlier of December 31 of Tax Year 10 or upon the completion of the Abatements, unless terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond December 31 of Tax Year 10. Owner's obligation upon default to pay to City any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of Abatement shall be an amount equal to the percentage indicated below of the taxes assessed on the Improvements during each applicable Tax Year.

(c) Subject to the limitations imposed by law and conditioned upon the Owner's performance outlined in Section 4 above, there shall be granted and allowed hereunder an Abatement as follows:

Tax Year	Abatement percentage
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%.

(d) The Abatement granted shall not apply to the Certified Appraised Value of the Real Property or to increases in the Certified Appraised Value of the Real Property or Ineligible Property.

(e) All Improvements shall be constructed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are constructed.

(f) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(g)

6. **Taxability**

During the period that this Abatement is effective, taxes shall be payable by Owner as follows:

- (1) the value, as established by the District for each Tax Year, of Real Property and Ineligible Property shall be fully taxable and
- (2) the Abated Value, as established by the District, of the Improvements shall be fully taxable.

7. **Event of Default**

- (a) City may declare the Owner in default of this Agreement if Owner:
- (1) fails to begin the construction of the Improvements on or before April 1, 2014 and fails to complete the construction of the Improvements on or before June 30, 2015;
 - (2) fails to comply with any obligations under this Agreement;
 - (3) allows City ad valorem taxes on the Real Property, on the Abated Value of the Improvements or on the Ineligible Property to become delinquent; or

(4) vacates any of the Improvements subject to the Agreement or ceases operations on the Real Property before the expiration of the term of the Abatement without the prior written consent of the City.

(b) City shall notify Owner of any default in writing specifying the default. The Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default, City may terminate this Agreement by written notice.

(c) If this Agreement is terminated by City due to Owner's default, Owner agrees that it is liable for and will pay to City within thirty (30) days of the termination of this Agreement:

- (1) The amount of all ad valorem taxes abated under this Agreement;
- (2) Interest on the amount of the abated taxes at the rate provided for in the TEXAS TAX CODE for delinquent taxes, such interest shall accrue beginning on the date that the Agreement is terminated; and
- (3) Penalties on the amount of the abated taxes in the year of default, at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

(d) City shall have a lien against Owner, the Real Property, the Improvements for the taxes, interest and penalty owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

8. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of City by the City Manager or the City Manager's designee. Owner shall allow employees or other representatives of City, who have been designated by the City Manager for the specific purpose of ensuring compliance with this Agreement, to have access to and to inspect the Real Property, the Improvements during the term of the Agreement. All inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation

of the facility. A representative of Owner may accompany the inspector at Owner's sole discretion.

(b) Upon completion of the construction of the Improvements, City shall annually evaluate the Real Property, the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report defaults to Owner.

(c) The Chief Appraiser of the District shall annually determine (1) the Abated Value of the Improvements under the terms of this Agreement and (2) the Certified Appraised Value of the Improvements. The Chief Appraiser shall record both the Abated Value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value figure listed in the appraisal records shall be used to compute the amount of abated taxes to be recaptured in the event that this Agreement is terminated in a manner that results in recapture of abated taxes.

(d) Owner shall furnish the Chief Appraiser annually such information requested by the Chief Appraiser and as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the Abatement.

9. **Assignment**

(a) This Agreement may not be assigned without prior written consent of City. City will not consent to an assignment of this Agreement and the refusal of the City to consent shall be reasonable if either City has declared a default hereunder which has not been cured or the Owner or assignee is delinquent in the payment of ad valorem taxes owed to City. Otherwise, consent shall not be unreasonably withheld.

(b) Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of this Agreement.

10. **Indemnity**

It is understood and agreed between the parties that Owner, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or

liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY AND DUTY TO DEFEND SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE INTENTIONAL CONDUCT OR NEGLIGENCE OF CITY OR THE DISTRICT OR THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO CITY'S, THE DISTRICT'S, OR THEIR REPRESENTATIVES', INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY CITY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT CITY OR THE DISTRICT FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER SHALL BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

11. **Force Majeure**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to City in writing within ten (10) calendar days after Owner first becomes aware of the occurrence relied upon. By doing so, the obligation of Owner to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or

equipment, or the failure of the wastewater system or water supply system; or any other cause not reasonably within the control of Owner.

12. **Agreement Approval**

This Agreement is conditioned upon the approval of the City Council of the City of Missouri City by the affirmative vote of a majority of the members present at a duly scheduled meeting of the City Council and upon execution of this Agreement by a representative of the Owner fully authorized to engage in such transaction.

13. **Compliance with State and Local Regulations**

(a) This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

(b) This paragraph is required by Chapter 2264, Texas Government Code and supersedes any conflicting provision of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, City shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from City to Owner. In the event of termination under this paragraph, Owner shall repay to City the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.

14. **Changes in Tax Laws**

The Abatement provided in this Agreement is subject to any changes in the state tax laws during the term of this Agreement.

15. **Miscellaneous**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, except conflict of laws principles and provisions, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. **Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Owner, City or the Tax Assessor/Collector, as appropriate, at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner, City or Tax Assessor/Collector at the following addresses:

To Tax Assessor/Collector: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To Owner: Star Gessner Properties, LTD.
55 Hannah's Way
Sugar Land, Texas 77479
Attn: Pyarali Umatiya

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

Copy City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: Economic Development Coordinator

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the City notice of a change of address within thirty (30) days of such change may result in termination of this Agreement.**

17. **Entire Agreement; Ordinance and Economic Impact Statement**

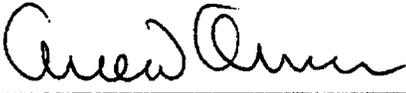
This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7; Exhibit B – Improvements; Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

EXECUTION PAGES TO FOLLOW

18. Execution

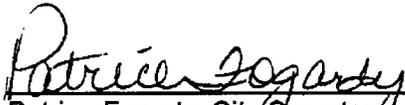
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Star Gessner Properties, LTD., have full authority to execute this Agreement and bind Star Gessner Properties, LTD., to the same.

CITY OF MISSOURI CITY, TEXAS

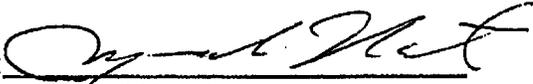
By: 
Allen Owen, Mayor

Date: 12-20-10

ATTEST:

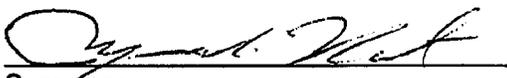

Patrice Fogarty, City Secretary

"Owner:"
STAR GESSNER PROPERTIES, LTD.,
a Texas limited partnership
by UA Star, Inc., a Texas corporation,
its general partner

By: 
Pyrali Umaliya
Member

ATTEST:

Date: 12-16-10


Secretary

Attachments:

- Exhibit A – Ordinance No. O-10-43 Designating Reinvestment Zone No. 7.
- Exhibit B – Improvements
- Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement.

EXHIBIT A

ORDINANCE NO. O-10-43

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
CREATING REINVESTMENT ZONE NO. 7 SITUATED WEST OF
SOUTH GESSNER ROAD AND NORTH OF PIKE ROAD IN THE
CITY OF MISSOURI CITY, TEXAS; MAKING RELATED
FINDINGS; AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, the City Council of the City of Missouri City has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Missouri City, Texas; and

WHEREAS, pursuant to the Guidelines, the City has received a request for creation of a reinvestment zone and tax abatement; and

WHEREAS, after proper notice, the City held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 7; and

WHEREAS, written notice of the hearing was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined, based on evidence presented, that the improvements sought to be located in proposed Reinvestment Zone No. 7 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 7 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would be a benefit to the property located therein and that will contribute to the economic development 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 found to be true and correct, and are made a part of this Ordinance for all purposes.

Section 2. That Reinvestment Zone No. 7 is hereby created for the purpose of encouraging economic development through tax abatement. A

description of the Zone is attached hereto as Exhibit "A" and is made a part hereto for all purposes.

Section 3. This designation shall be effective for five (5) years from the date of final passage of this Ordinance and may be renewed for periods not to exceed five years.

Section 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict only.

Section 5. 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 18th day of October, 2010.

PASSED, APPROVED and ADOPTED on second and final reading this 15th day of November, 2010.



Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:



Patrice Fogarty, City Secretary



Caroline Kelley, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
10.2403 ACRES

A TRACT OR PARCEL CONTAINING 10.2403 ACRES (446,069 SQUARE FEET) OF LAND IN THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 115, AND THE B.B.B.&C. R.R. CO. SURVEY, ABSTRACT NO. 117, BEING ALL OF RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1071/A OF THE FORT BEND COUNTY PLAT RECORDS, AND ALL OF SOUTH GESSNER ROAD INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 20070208 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 10.2403 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND IN THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD (100 FOOT RIGHT OF WAY), AT THE COMMON SOUTHEASTERLY CORNER OF RESERVE "A" AND RESERVE "B" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD A DISTANCE OF 8.84 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE CONTINUING IN SOUTHWESTERLY DIRECTION WITH THE NORTHWESTERLY LINE OF SOUTH GESSNER ROAD ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1664.45 FEET, A LENGTH OF 983.32 FEET, AN INTERIOR ANGLE OF 33 DEGREES 50 MINUTES 56 SECONDS, AND A CHORD BEARING SOUTH 28 DEGREES 04 MINUTES 32 SECONDS WEST, 969.08 FEET TO THE SOUTHEAST CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 44 DEGREES 41 MINUTES WEST, 0.45 FEET;

THENCE NORTH 80 DEGREES 34 MINUTES 15 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 193.93 FEET TO A 5/8 INCH IRON ROD SET FOR ANGLE POINT;

THENCE NORTH 44 DEGREES 21 MINUTES 22 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 454.32 FEET TO A 60D NAIL SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID SOUTH GESSNER ROAD INDUSTRIAL PARK A DISTANCE OF 771.34 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE COMMON NORTHWESTERLY CORNER OF RESERVE "A" OF SAID FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE, AND SOUTH GESSNER ROAD INDUSTRIAL PARK, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 81 DEGREES 02 MINUTES WEST, 2.72 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 272.36 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID RESERVE "A" OF THE FINAL PLAT OF GESSNER ROAD COMMERCE PARK, SECTION ONE A DISTANCE OF 321.26 FEET TO THE POINT OF BEGINNING AND CONTAINING, 10.2403 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

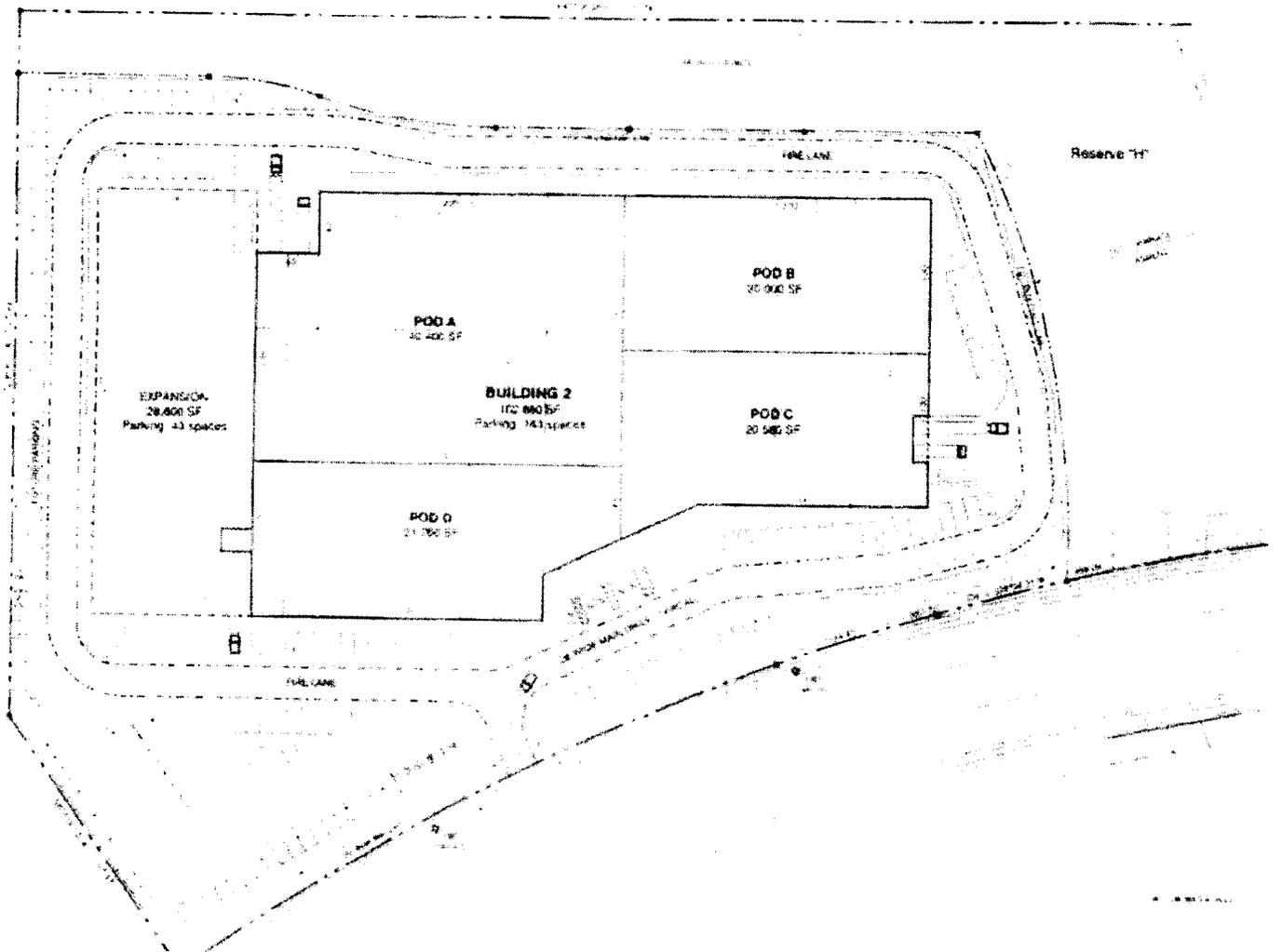


EXHIBIT C



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

MISSOURI CITY

ECONOMIC IMPACT STATEMENT QUESTIONNAIRE – Phase II

Star Precision Fabricating Limited
Proposed Facility at (name of area), Fort Bend County, Texas

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) and City of Missouri City will begin prequalification of your project. The information you provide will allow us to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

- 1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.**

Star Precision incorporated in 1992 specializes in precision sheet metal fabrication, precision machining and electro-mechanical assembly. We produce products for a diverse customer base ranging from oil and gas products (companies such as Halliburton) to technology contract manufacturers (companies such as Flextronics System). Our services included the following operations: laser cutting, punching, bending, shearing, welding, milling, and turning. We service local and worldwide businesses, from small business to Fortune 500 companies. We have grown six times and invested more than five million in new capital over the recent years and plan to invest in over 2 million dollars in new capital over the coming years. This year, 2010, we foresee an incredible growth in sales/ profit of 50% from 2009. In the coming years foresee a 25-35% growth in sales year over year.

- 2. Information About Your Company**

Company Name: Star Precision Fabricating Limited	
Contact Person: Pyarali Umatiya	Title: President
Current Address: 5410 Brystone Drive Houston, Texas 77041	
Office #: 713.983.8883	Mobile #: 713.306.4172
Fax #: 713.983.8288	Website: www.star-precision.com
Email Address: prumatiya@star-precision.com	
The Company's Primary SIC Code: 3823	

3. **Type of project (check all that apply):**
 Existing business in Fort Bend County
 New business to Fort Bend County
 Expansion of existing facility
 Construction of new facility
 Company will lease facility
 Company will own facility
 Corporate/Regional Headquarters
4. **If the company will lease the facility, who will be the owner:**
 UA Star Properties
5. **Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated):**
 0 S. Gessner Road Missouri City, Texas 77489 (Beltway Crossing Business Park)
6. **Scope of project:**

Size of new facility/expansion:	130,000 sq. ft.
Size of existing facility (if applicable):	48,500 sq. ft.
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	8.59
Type of Construction (tilt wall, metal, concrete, etc.):	Metal/ Concrete

7. **Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):**
 10% office, 40% sheet metal fabrication, 25% machining, 10% laser cutting, 15% warehouse
8. **Truck traffic to be generated (# daily or weekly):**
 10-12 trucks per day
9. **Targeted start of construction:**
 2012
10. **Targeted start of operations:**
 2013
11. **Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):**

Land	Construction Costs of Building Improvements	Furniture & Fixtures	Equipment	Inventory	Total
\$ 0	\$ 4,000,000	\$ 15,000	\$ 2,800,000	\$ 0	\$ 6,615,000

12. **Estimated percent of inventory that would be Freeport qualified: 10% (as of end of 12/31/09 year, figure indicates inventory shipped to our end customer (located out-of-state))**

Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.

13. **Employment information:**

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
100+	N/A	100+

14. **Average salary (before benefits):** (For 2010) \$41,000 / estimated total salary- \$3.5 mill.
15. **Amount of initial, annual local payroll to be created:** \$4.1 mill.
16. **The firm's estimated annual amount of taxable sales (that generate sales taxes) if the site will be located within the city limits of a Fort Bend County city: ~\$35,000 (taxable sales); (non-taxable) ~\$16 mill.**
17. **Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value:** No
18. **Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally:** 1-5 per year

CERTIFICATION:

1. Star Precision Fabricating Limited does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:



By: SPF GP, LLC General Partner
Signature

Pyarali Umatiya
Printed Name

One Fluor Daniel Drive • Sugar Land, Texas 77478 • www.forthendcounty.org
Main (281) 242-0000 • Fax (281) 242-6739 • Toll Free (888) 500-5668

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VP - Creator Ft. Bend Economic Development Council
12/6/10

One Fluor Daniel Drive • Sugar Land, Texas 77478 • www.forthendcounty.org
Main (281) 242-0000 • Fax (281) 242-6739 • Toll Free (888) 500-5668

4



**Council Agenda Item
May 6, 2019**

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor's Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

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
