

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, June 3, 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) Proclaim the week of June 16-22, 2019, as "Juneteenth Week" in the City of Missouri City, Texas.
- (b) Presentation on Hurricane Preparedness.

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.

6. CONSENT AGENDA

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

- (a) Consider approving the minutes of the special and regular City Council meetings of May 20, 2019.

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request to rezone an approximate 8.7-acre tract of land from LC-2 local retail district to PD Planned Development District No.107; regulating and restricting the development and use of property within such PD Planned Development District; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the first of two

readings. The subject site is located at the southwest corner of Lake Olympia Parkway and Vicksburg Boulevard.

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

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

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

9. **AUTHORIZATIONS**

- (a) Consider authorizing the city manager to negotiate and execute a contract for the provision of external auditing services.

10. **ORDINANCES**

- (a) Consider an ordinance establishing temporary maximum speed limits and designating locations, dates and times for school zones located within the City for summer school; providing a penalty; declaring an emergency; and consider the ordinance on the first and final reading.

11. **RESOLUTIONS**

- (a) Consider a resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program, Texas General Land Contract No. 19-076-016-B365.

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**

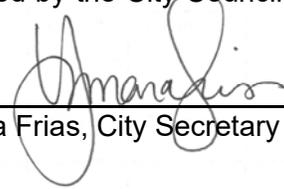
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

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 June 3, 2019, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on May 30, 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
June 3, 2019**

1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **PRESENTATIONS AND RECOGNITIONS**
 - (a) Proclaim the week of June 16-22, 2019, as “Juneteenth Week” in the City of Missouri City, Texas.
 - (b) Presentation on Hurricane Preparedness.
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 5. **STAFF REPORTS**
 - (a) City Manager announcements.
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FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, May 20, 2019**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:00 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:00 p.m.

Those also present: Councilmembers Edwards, Pearson, Boney, Maroulis, and Emery; City Manager Snipes, First Assistant City Attorney Way, City Secretary Jackson, Assistant City Manager Atkinson, Director of Communications Walker, Chief Performance Officer Weisenberger, Media Relation Specialist III Kalimkootil, and Media Relation Specialist III Sanders. Mayor Pro Tem Preston arrived at 5:11 p.m. Also present: Frank Hester.

Councilmember Maroulis moved to relocate the special City Council meeting to the Council Conference Room. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

2. DISCUSSION/POSSIBLE ACTION

(a) Council interviews with facilitation candidates for Strategic Plan Update.

City Council interviewed Concept Development & Planning, LLC, Management Partners, and the Mejorando Group as candidates for the facilitation of the Strategic Plan.

Mayor Ford stepped away from 6:39 p.m. and returned at 6:44 p.m.

City Council discussed the presentation and the consensus was favorable towards the Mejorando Group. Mayor Pro Tem Preston requested further information from the Management Partners and City Manager Snipes stated he would provide that information.

(b) Discuss a proposed ordinance amending the City's tagging regulations.

Councilmember Edwards moved to tag agenda item 2b. First Assistant City Attorney Way stated final action items could be tagged and agenda item 2b was posted for discussion purposes only.

Councilmember Emery discussed his proposed amendments to Section 2-77(b) of the Missouri City Code, relating to the tagging of a final action on an agenda item in order to make communication within City Council more transparent. He stated the proposed amendment entailed a procedure for "untagging" an item by majority vote after a motion and second have been made, as well as an addition of a requirement that a Councilmember who wished to tag an item provide a reason why he or she was doing so. Mayor Ford requested that this request be presented before the Ordinances, Resolutions, Elections and Council Governance Review Committee. Councilmember Edwards expressed her concerns on not having a right to tag an agenda item.

Councilmember Maroulis moved to recess the special City Council meeting at 7:04 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

At 8:40 p.m., Mayor Ford left the meeting and Mayor Pro Tem Preston called the special City Council meeting to order.

Discussion ensued regarding the proposed amendments to the City's tagging regulations and consensus was for the committee to further discuss. Councilmember Emery stated he would share the information he would obtain regarding benchmark cities and their tagging regulations with the committee. City Manager Snipes spoke about providing Council with the agenda packet on Thursday's instead of Friday's before the City Council meetings.

- (c) Consider 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.

Councilmember Boney moved to reappoint every board, committee and commission member whose term would expire on June 30, 2019, should they wish to continue serving. Councilmember Emery seconded. **MOTION PASSED.**

Ayes: Councilmembers Pearson, Boney, Maroulis and Emery

Nays: Mayor Pro Tem Preston and Councilmember Edwards

Councilmember Maroulis moved to appoint James Bailey to the Planning and Zoning Commission. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson moved to appoint Peter Thompson to the Zoning Board of Adjustments and Appeals. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Edwards moved to appoint Claudia Garcia to the Parks Board. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney requested to move George E. Johnson from Alternate on the Construction Board of Adjustment and Appeals to Position 1. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Maroulis moved to appoint Daniel Silva to the Construction Board of Adjustments and Appeals. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to appoint Leslie Mack Jr. to the Parks Board. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Edwards moved to appoint Candace McCray to the Zoning Board of Adjustments and Appeals. **MOTION DIED DUE TO LACK OF SECOND.**

City Secretary Jackson stated she would provide City Council with a status update of the reappointments and remaining vacancies on a later date.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 9:03 p.m.

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

4. RECONVENE

At 9:11 p.m., Council reconvened into open session.

Councilmember Pearson moved to reconvene the special City Council meeting at 9:11 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson moved to implement a pay adjustment increase for all three Appointed Officials at 2.5% effective April 28, 2019; and, extend the City Manager's employment contract by one year. Councilmember Emery seconded. **MOTION PASSED.**

Ayes: Councilmembers Pearson, Boney, Maroulis and Emery

Nays: Mayor Pro Tem Preston and Councilmember Edwards

5. ADJOURN

The special City Council meeting adjourned at 9:14 p.m.

Maria Jackson, City Secretary

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Councilmember District C

FLOYD EMERY

Councilmember District D

CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, May 20, 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 7:08 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 7:10 p.m.

2. The PLEDGE OF ALLEGIANCE was led by Director of Parks and Recreation Mangum.

Councilmember Edwards moved to pull agenda item 3c, swearing in ceremony for the municipal court judges, at the request of the Mayor. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Nays: Councilmembers Boney and Maroulis

3. PRESENTATIONS AND RECOGNITIONS

Councilmember Pearson recognized the Thurgood Marshall High School track teams.

Councilmember Maroulis stepped away at 7:11 p.m. and returned at 7:12 p.m.

Mayor Ford and Fire Chief Campbell recognized Gerard Wilcher for his initial lifesaving response and actions during an incident in July 2018. Mayor Ford proclaimed the week of May 19-25, 2019, as "National Public Works Week" in the City of Missouri City, Texas.

4. PUBLIC COMMENTS

Theodore R. Andrews, 14075 S. Main Street, spoke as chairman of the Hiram Clark/Fort Bend-Houston Redevelopment Authority Board. He stated they were engaged in mobility and transportation projects and interested in working with the City; and, he invited City Council to attend their next board meeting on June 6 at noon.

5. STAFF REPORTS

City Manager Snipes asked everyone to mark their calendars for the following upcoming events: the 2018-19 Citizen's University Class graduation on May 21; the District D Community Meeting on May 23; the Demographic and Economic Development Forum on May 23; the Blood Drive on May 24; the Blood Talk on May 28; and, the Kid Fish on June 1. He noted non-emergency offices would close on Monday, May 27 in observance of Memorial Day. Snipes thanked the following: Public safety teams who worked with other local authorities during the recent drowning incident at Independence Park; Public Works and Communications who coordinated the Ground Breaking ceremony for the Phase II Project of the Regional Surface Water

Treatment Plant; the Communications department who hosted the 3rd Annual Mother's Day Cake Decorating event; and, the Employee Recognition Committee who coordinated a full week of events to thank employees during Public Service Recognition Week.

- (b) Quarterly Budget Report, as of March 31, 2019.

Director of Financial Services Portis presented the Quarterly Budget Report, as of March 31, 2019.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of May 6, 2019, and the special City Council meeting of May 13, 2019.
- (b) Consider an ordinance amending Chapter 86, Utilities, of the City of Missouri City Code; amending regulations regarding drought contingency plans; proving a penalty; and consider the ordinance on the second and final reading.

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

There were no **Zoning Public Hearings and Ordinances, Public Hearings and related actions** and no **APPOINTMENTS.**

9. AUTHORIZATIONS

- (a) Consider authorizing the city manager to negotiate and execute a contract for the re-construction of Glenn Lakes Bridge over Oyster Creek tributary in an amount not to exceed \$1,612,278.

Director of Public Works Kumar noted the estimated cost of \$1.6 million pertained to the second part of the Glenn Lakes Bridge. He added the bridge was 40 years and it became time to replace it.

Councilmember Maroulis inquired about traffic concerns. Kumar spoke about traffic matters during the first part of construction, so this time they have asked for a driven piles method to be less disruptive to residents. Councilmember Emery asked if they had published the detour for the area around Glenn Lakes Lane. Kumar stated they would post it about two weeks in advance of construction and in all possible media outlets. Councilmember Emery requested the posting of temporary stop signs. Kumar stated they would look into all the safety aspects of the project.

Councilmember Emery moved to authorize the city manager to negotiate and execute a contract for the re-construction of Glenn Lakes Bridge over Oyster Creek tributary in an amount not to exceed \$1,612,278. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider authorizing an interlocal agreement for a City-managed mobility project with Fort Bend County for the Beltway 8 connector.

Director of Public Works Kumar stated an economic development agreement (380 agreement) was authorized by the City and the first part of the agreement was approved in December 2018. He noted that this (second) interlocal agreement was proposed with Fort Bend County to secure the County's share of commitment for the project. Upon receipt of funds in the amount of \$970,000 from the County, based on the terms of the proposed interlocal agreement, the City would reimburse the developer up to \$970,000 towards project cost. The developer would be responsible for the balance. The City has successfully entered into such agreements in recent times to implement mobility projects and this was the same approach that the Council authorized for the Independence Boulevard (Segment 1) roadway expansion project. Kumar stated design plans for the Beltway 8 connector project was nearing completion and construction was anticipated to start this summer and the roadway would be expected to be open to the public by spring 2019.

Councilmember Pearson moved to authorize an interlocal agreement for a City-managed mobility project with Fort Bend County for the Beltway 8 connector. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the city manager to negotiate and execute a contract for the design of the Veterans Memorial.

Director of Parks and Recreation Mangum presented on the design of the Veterans Memorial and stated the project took eight years in the making.

Councilmember Edwards asked about the funding of the project. Mangum explained the funding sources the City received. He noted they received several grants and donations. Mayor Pro Tem Preston inquired on the approximate cost. City Manager Snipes stated it would cost approximately \$1.5 million. Mayor Ford asked how much the City had raised. Snipes stated he would ask the Missouri City Foundation to provide a report that includes that amount.

Mayor Ford inquired about the cost to maintain the memorial and if the City would charge for field trips. Snipes stated they would have a partnership with Fort Bend Independent School District and the Stafford Municipal School District to pay an activity fee. Mayor Pro Tem Preston requested information on the exact funding sources amount. Snipes stated they would provide that information. Councilmember Boney asked if a nominal cost of maintenance information had been provided to Council earlier. Mangum stated the biggest cost to the project was the fountain maintenance expense, which was about \$25,000. The cost estimate was based on other cities who own and maintain fountains as part of their city centers. Councilmember Boney asked if funds had been budgeted. Snipes stated funds were previously approved. Mayor Ford asked if they had fundraising benchmarks and if so could they be provided with the breakdown. Snipes stated they would provide that information.

Mayor Pro Tem Preston moved to authorize the city manager to negotiate and execute a contract for the design of the Veterans Memorial. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

- (d) Consider authorizing the city manager to negotiate and execute a contract for the provision of on-call engineering services in an amount not to exceed \$60,000.

Councilmember Maroulis moved to authorize the city manager to negotiate and execute a contract for the provision of on-call engineering services in an amount not to exceed \$60,000. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **ORDINANCES** and **RESOLUTIONS**.

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Maroulis thanked the Director of Public Works Shashi Kumar and Assistant City Manager Bill Atkinson for the tour they provided on infrastructure in District C. Councilmember Boney recognized his son who graduated from High School. Councilmember Edwards thanked the Communications Department for Mother's Day event. Councilmember Emery invited everyone out to the District D Community meeting on May 23.

13. ADJOURN

The regular City Council meeting adjourned at 8:34 p.m.

Maria Jackson, City Secretary



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

June 3, 2019

To: Mayor and City Council
Agenda Item: 7(a)(1) - Southwest Corner Lake Olympia Parkway & Vicksburg Boulevard
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the first of two readings of an ordinance to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located at the southwest corner of Lake Olympia Parkway and Vicksburg Boulevard, north, east and west of the Olympia Estates residential subdivision and south of the Parks Edge residential subdivision.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Grow business investments in Missouri City
- Have quality development through buildout

BACKGROUND

The applicant seeks to rezone this property to a PD, Planned Development District to allow for uses permitted within the LC-2, local retail district and to allow for the location of a convenience store with gasoline sales.

The applicant has submitted a general development plan to allow for uniform development within the subject site.

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

BUDGET ANALYSIS

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

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

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

SUPPORTING MATERIALS

1. Ordinance
2. Draft Planning and Zoning Commission meeting minutes (*May 8, 2019*)
3. Planning and Zoning Commission final report
4. Application
5. Letter of owner authorization
6. General Development Plan as provided by the applicant
7. Ortho map
8. Notice of public hearing
9. Notice of public hearing to adjoining property owners
10. Mailing labels for adjoining property owners
11. Rezoning application protest letters analysis
12. Letters of protest from property owners within 200 feet of subject site (LOP 8.5, LP – Joel Scott)
13. Letters of protest from property owners outside of 200 feet of subject site (S. Gregg)

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

Director Approval:

Otis T. Spriggs, AICP, Development Services Director

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

Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 8.7 ACRES OF LAND FROM LC-2 LOCAL RETAIL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT NO. 107; DESCRIBING SAID 8.7 ACRES OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Equity Trust Company, Custodian for the benefit of John N. Vatistas and Custodian, for the benefit of Francis Madia is the owner of approximately 8.7 acres of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, the Property presently has a zoning classification of LC-2 local retail district under Ordinance No. O-01-47, adopted on September 17, 2001; and

WHEREAS, the owner's agent, Katy Goodrich of LJA Engineering has made an application to the City of Missouri City to change the zoning classification of the Property from LC-2 local retail district to PD Planned Development District No.107; and

WHEREAS, pursuant to Section 8.2 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City with proof of unified ownership or control of all of the Property; 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 state law and the City of Missouri City Zoning Ordinance, a public hearing on such proposed change in zoning classification; and

WHEREAS, the City of Missouri City Planning and Zoning Commission has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested change in zoning classification; now, therefore,

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

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

Section 2. As required by law, the City Council of the City of Missouri City conducted the public hearing on the request for zoning reclassification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of the Property is hereby changed from LC-2 local retail district to PD Planned Development District No. 107 (“PD No.107”). The Property is more fully described in the legal description in Exhibit “A,” attached hereto and made a part hereof for all purposes, and is depicted in Exhibit “A-1,” attached hereto and made a part hereof for all purposes. Exhibit “A-1” shall be for reference purposes only. In the event that Exhibit “A-1” conflicts with Exhibit “A,” Exhibit “A” shall prevail.

Section 4. The designation of PD No.107 shall be and is conditioned upon compliance with the following regulations and restrictions:

- A. Purpose.** The zoning regulations of PD Planned Development District No.107 herein are established in accordance with the Comprehensive Plan for the purpose of promoting the health, safety and general welfare of the City of Missouri City, Texas, and its inhabitants. Each regulation is designated to lessen congestion on the streets; to secure safety from fire, panic and other dangers; to facilitate adequate provisions for transportation; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; or to facilitate adequate provisions of water. PD Planned Development District No.107 will consist of commercial development with improvements designed to enhance suburban character of the surrounding area.
- B. Site Plan.** The planned development district shall be developed in accordance with the site plan, Exhibit “B,” attached hereto and made a part hereof for all purposes.
- C. District regulations.** Unless otherwise stated in this Ordinance, Appendix A, of the City Code of Missouri City, Texas (“City of Missouri City Zoning Ordinance”) shall apply and the LC-2 local retail district regulations contained in Subsection 7.11, LC-2 local retail district, of the City of Missouri City Zoning Ordinance shall apply to this planned development district. The City of Missouri City Zoning Ordinance and this Ordinance are intended to be read together. In the event that there is a conflict between the text of this Ordinance and the City of Missouri City Zoning Ordinance, the text of this Ordinance shall prevail. In PD Planned Development District No.107, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged unless otherwise provided in this Ordinance.
- D. Use regulations.** The following uses shall be allowed:

 - 1. All uses permitted within LC-2 local retail district.
 - 2. Convenience store with the sale of gasoline use.
 - 3. All uses accessory to all permitted uses.
- E. Architectural standards.** Except as set forth herein, all buildings and structures constructed in the planned development district shall be constructed in accordance with Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance.

1. Buildings shall be designed to incorporate architectural details that create shade and cast shadows.
 - a. Horizontal and vertical building planes shall transition through offsets, varied building materials, and varied colors and textures.
 - b. Facades that are greater than 100-foot in length shall incorporate offsets with a minimum of 5-foot depth and extend a minimum of 20 percent of total facade.
 - c. Facades fronting a public right-of-way are limited to a maximum of 100-foot length.

2. Materials. Notwithstanding any other part of this Ordinance or the Missouri City Code of Zoning Ordinance, exteriors of buildings' envelopes shall diverse in building materials. A minimum of 20 percent of exteriors of buildings' envelopes shall differ in materials.
 - a. Any portion of a building visible from the right-of-way must be a minimum of 50 percent brick or stone.
 - b. Only the following building materials are permitted:
 - i. kiln-fired clay brick,
 - ii. glass and aluminum framed glazing systems, such as curtain wall and storefront systems,
 - iii. natural stones in regular or random patterns, and
 - iv. a maximum of 50 percent of the aggregate area of a building's envelope may be stucco or plaster or a combination of stucco and plaster.
 - c. Unless it is demonstrated by the Property owner and the building official determines that concrete masonry unit (CMU) and concrete materials are architecturally significant, a maximum of 25 percent of the aggregated area of the exterior of a building's envelope may be constructed with CMU, concrete materials or a combination of CMU and concrete materials.
 - d. The following materials are prohibited from use within the project:
 - i. sun-dried or other unit masonry product, clay or otherwise, which is not kiln-dried,
 - ii. except for accent bands, lintels, cap stones, wall caps, moldings or other profiles used in conjunction with a natural field stone cultured or simulated stone; and
 - iii. exterior insulation finish systems (EIFS).
 - e. Only earth tone color materials and paint are permitted.

F. Landscaping regulations. Except as set forth herein, the landscaping regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.

1. Buffer yards. For the purposes of this section, the measurement of buffer yards may include vehicular driveways and internal access easements, and pedestrian walkways.

- a. A minimum 20-foot-wide buffer yard shall be maintained continuously along property lines adjacent to public right-of-ways on the Property.
- b. A minimum 10-foot-wide buffer yard shall be maintained continuously along property lines adjacent to any access easement on the Property.
- c. Except as provided for in Section 4 F.1.a and b. of this Ordinance, a minimum 15-foot wide buffer yard shall be maintained continuously along of property lines within PD No.107.

2. Canopy trees.

- a. Canopy trees shall be planted and maintained at a minimum 4-inch caliper and a minimum 10-foot height, measured from the ground.
- b. Canopy trees may be planted in clusters or spaced linearly.
- c. A row of canopy trees shall be planted and maintained adjacent to the western property line of the Property as existing at the time of the effective date of this Ordinance, with 30- foot of space between each tree.

3. Shrubs.

- a. Shrubs shall be planted and maintained at a minimum of 36-inch in height and a maximum of 60-inch in height.
- b. A continuous screen of shrubs shall be planted and maintained between all parking areas and all right-of-ways and all easements.

G. Parking regulations. Except as set forth herein, the parking regulations contained in Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. Parking areas. All designated off-street vehicle parking areas and vehicle use areas shall be paved with concrete.
2. Driveway and access easements. Driveways and access easements shall be paved with a concrete surface or interlocking pavers, supported by a 6-inch reinforced tray and subgrade, which shall comply with City of Missouri City Public Infrastructure Design Manual.
3. Bicycles. Off-street parking areas for bicycles shall be provided within 50 feet of primary building entrances and shall include racks or other structures intended for parking bicycles.
4. Pedestrian. Pedestrian paths shall be provided to connect the primary building entrances to a minimum of one public sidewalk.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said approximately 8.7-acre tract of land with

the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of these changes.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the changes in zoning classification described in Section 3 hereof and the imposition of the findings, regulations, restrictions and conditions contained herein.

Section 7. *Comprehensive plan deviation.* To the extent this Ordinance represents any deviation from the Future Land Use and Character map of the City of Missouri City Comprehensive Plan, such map is hereby amended to conform with this Ordinance.

Section 8. *Repeal.* Ordinance Number O-01-47, adopted by the City Council of the City of Missouri City on September 17, 2001, is hereby repealed only to the extent of conflict with this Ordinance. Any ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 9. *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 10. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ____ day of _____, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2018.

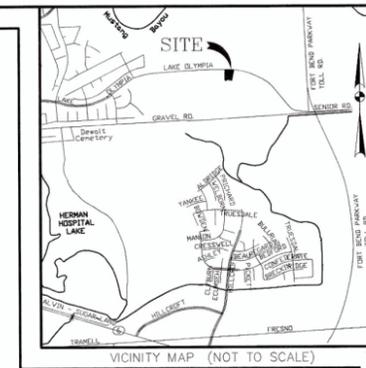
Yolanda Ford, Mayor

ATTEST:

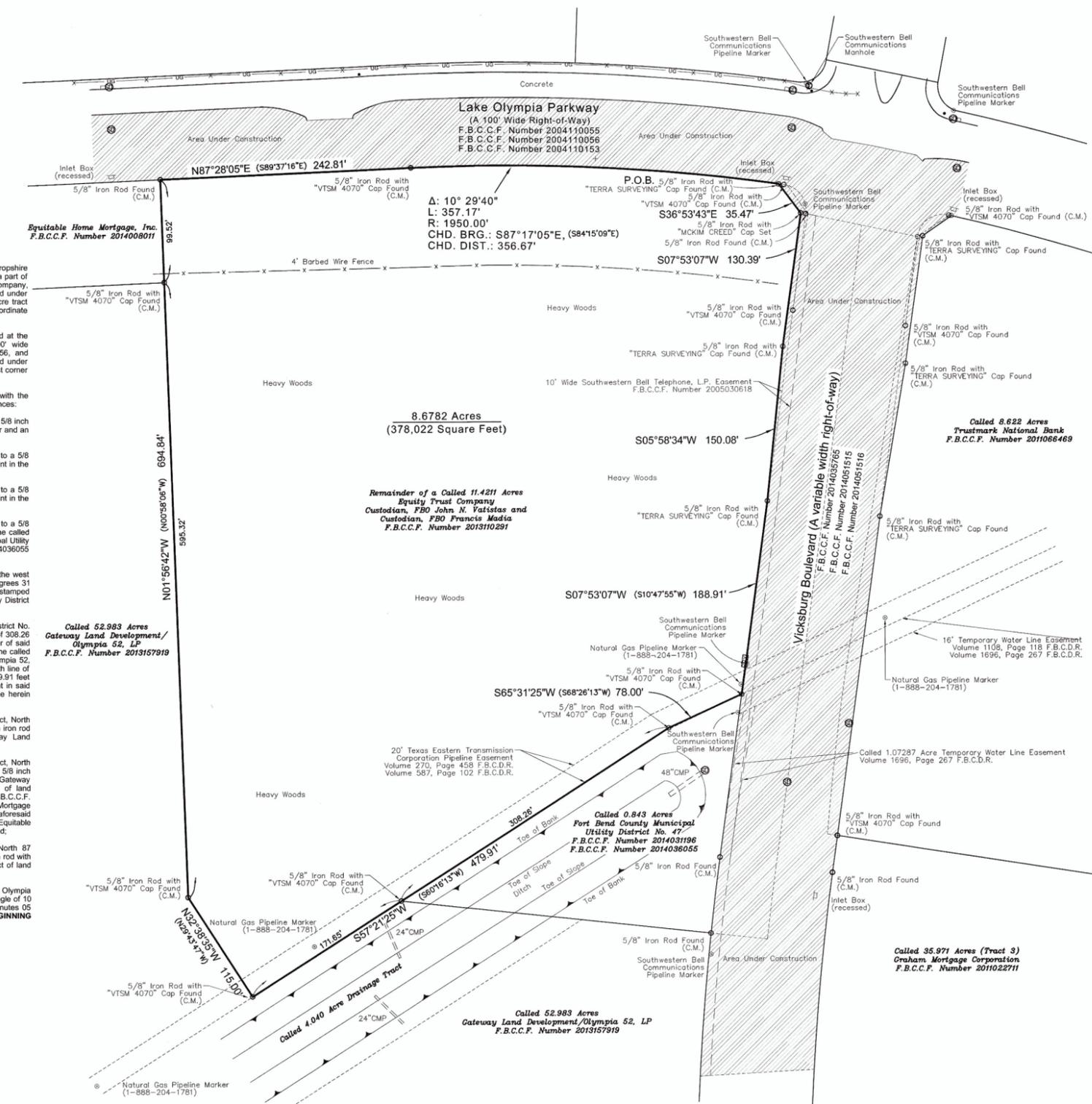
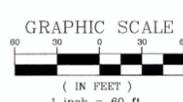
APPROVED AS TO FORM:

Maria Jackson, City Secretary

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



HICKS SHROPSHIRE SURVEY, ABSTRACT NUMBER 313



Legal Description
BEING a 8.6782 acre (378,022 square feet) tract of land situated in the Hicks Shropshire Survey, Abstract Number 313 in Fort Bend County, Texas, and being out of and a part of the called 11.4211 acre tract of land described in deed to Equity Trust Company, Custodian, FBO John N. Valistas and Custodian, FBO Francis Media as recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2013110291, said 8.6782 acre tract being more particularly described as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:
BEGINNING a 5/8 inch iron rod with cap stamped "TERRA SURVEYING" found at the north cut-back corner at the intersection of Lake Olympia Parkway (a 100' wide right-of-way) as recorded under F.B.C.C.F. Numbers 2004110055, 2004110056, and 2004110153 and Vicksburg Boulevard (a variable width right-of-way) as recorded under F.B.C.C.F. Numbers 2014035765, 2014051515, and 2014051516 for the northeast corner of the herein described tract of land;
THENCE departing the south right-of-way line of said Lake Olympia Parkway with the west right-of-way line of said Vicksburg Boulevard the following courses and distances:
South 36 degrees 53 minutes 43 seconds East, a distance of 35.47 feet to a 5/8 inch iron rod with cap stamped "MCKIM CREED" set for the south cut-back corner and an angle point in the herein described tract of land;
South 07 degrees 53 minutes 07 seconds West, a distance of 130.39 feet to a 5/8 inch iron rod with cap stamped "TERRA SURVEYING" found for an angle point in the herein described tract of land;
South 05 degrees 58 minutes 34 seconds West, a distance of 150.08 feet to a 5/8 inch iron rod with cap stamped "TERRA SURVEYING" found for an angle point in the herein described tract of land;
South 07 degrees 53 minutes 07 seconds West, a distance of 188.91 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found at the north corner of the called 0.843 acre tract of land described in deed to Fort Bend County Municipal Utility District No. 47 as recorded under F.B.C.C.F. Numbers 2014031196 and 2014036065 for the southeast corner of the herein described tract of land;
THENCE departing the west right-of-way line of said Vicksburg Boulevard with the west line of said Fort Bend County Municipal Utility District No. 47 tract, South 65 degrees 31 minutes 25 seconds West, a distance of 78.00 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in said Fort Bend County Municipal Utility District No. 47 tract and the herein described tract of land;
THENCE continuing the west line of said Fort Bend County Municipal Utility District No. 47 tract, South 57 degrees 21 minutes 25 seconds West, passing at a distance of 308.26 feet a 5/8 inch iron rod with cap stamped "VTSM 4070" found at the west corner of said Fort Bend County Municipal Utility District No. 47 tract and an interior corner of the called 5.2983 acre tract of land described in deed to Gateway Land Development/Olympia 52, LP as recorded under F.B.C.C.F. Numbers 2013157919, continuing with the north line of said Gateway Land Development/Olympia 52 tract, in all, a total distance of 479.91 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in said Gateway Land Development/Olympia 52 tract and the herein described tract of land;
THENCE with the east line of said Gateway Land Development/Olympia 52 tract, North 32 degrees 38 minutes 35 seconds West, a distance of 115.00 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in said Gateway Land Development/Olympia 52 tract and the herein described tract of land;
THENCE with the east line of said Gateway Land Development/Olympia 52 tract, North 01 degree 56 minutes 42 seconds West, passing at a distance of 595.32 feet a 5/8 inch iron rod with cap stamped "VTSM 4070" found at the northeast corner of said Gateway Land Development/Olympia 52 tract and the southeast corner of the tract of land described in deed to Equitable Home Mortgage, Inc. as recorded under F.B.C.C.F. Numbers 2014008011, continuing with the east line of said Equitable Home Mortgage tract, in all, a total distance of 684.84 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in said Equitable Home Mortgage tract and the northeast corner of the herein described tract of land;
THENCE with the east line of said Gateway Land Development/Olympia 52 tract, North 01 degree 56 minutes 42 seconds West, passing at a distance of 595.32 feet a 5/8 inch iron rod with cap stamped "VTSM 4070" found at the northeast corner of said Gateway Land Development/Olympia 52 tract and the southeast corner of the tract of land described in deed to Equitable Home Mortgage, Inc. as recorded under F.B.C.C.F. Numbers 2014008011, continuing with the east line of said Equitable Home Mortgage tract, in all, a total distance of 684.84 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in said Equitable Home Mortgage tract and the northeast corner of the herein described tract of land;
THENCE with the south right-of-way line of said Lake Olympia Parkway, North 87 degrees 28 minutes 05 seconds East, a distance of 242.81 feet to a 5/8 inch iron rod with cap stamped "VTSM 4070" found for an angle point in the herein described tract of land and being the beginning of a curve to the right;
THENCE southeasterly, continuing with the south right-of-way line of said Lake Olympia Parkway and said curve to the right, having a radius of 1,950.00 feet, a central angle of 10 degrees 29 minutes 40 seconds, a chord which bears South 87 degrees 17 minutes 05 seconds East, 356.67 feet and an arc distance of 357.17 to the POINT OF BEGINNING and containing 8.6782 acres (378,022 square feet) of land.

Called 5.2983 Acres
Gateway Land Development/
Olympia 52, LP
F.B.C.C.F. Number 2013157919

Remainder of a Called 11.4211 Acres
Equity Trust Company
Custodian, FBO John N. Valistas and
Custodian, FBO Francis Media
F.B.C.C.F. Number 2013110291

Called 8.622 Acres
Trustmark National Bank
F.B.C.C.F. Number 2011066469

Called 0.843 Acres
Fort Bend County Municipal
Utility District No. 47
F.B.C.C.F. Number 2014031196
F.B.C.C.F. Number 2014036065

Called 35.971 Acres (Tract 3)
Graham Mortgage Corporation
F.B.C.C.F. Number 2011022711

Surveyor's Certificate
To: Equity Trust Company and Fidelity National Title Insurance Company.
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6, 9, 11(a), 13, 14 and 16 of Table A thereof. The field work was completed on May 29, 2015.
Date of Plat or Map: July 13, 2015
Jibrail K. Ahmad
Registered Professional Land Surveyor
Texas Registration Number 6183



- LEGEND:
ELECTRIC METER
FIRE HYDRANT
SANITARY SEWER CLEAN OUT
GUY WIRE
FAUCET
POWER POLE
SANITARY SEWER MANHOLE
STORM MANHOLE
SIGN
GAS METER
TEMPORARY BENCHMARK
WATER METER
WATER VALVE
TELEPHONE PEDESTAL
GAS VALVE
LIGHT POLE
IRRIGATION CONTROL VALVE
AT&T PULL BOX
GRATE INLET
PIPELINE MARKER
ELECTRICAL SERVICE LINE
BARB WIRE FENCE
WOOD FENCE
UNDERGROUND GAS LINE
REINFORCED CONCRETE PIPE
CORRUGATED PLASTIC PIPE

DATE	REVISION	INITIAL

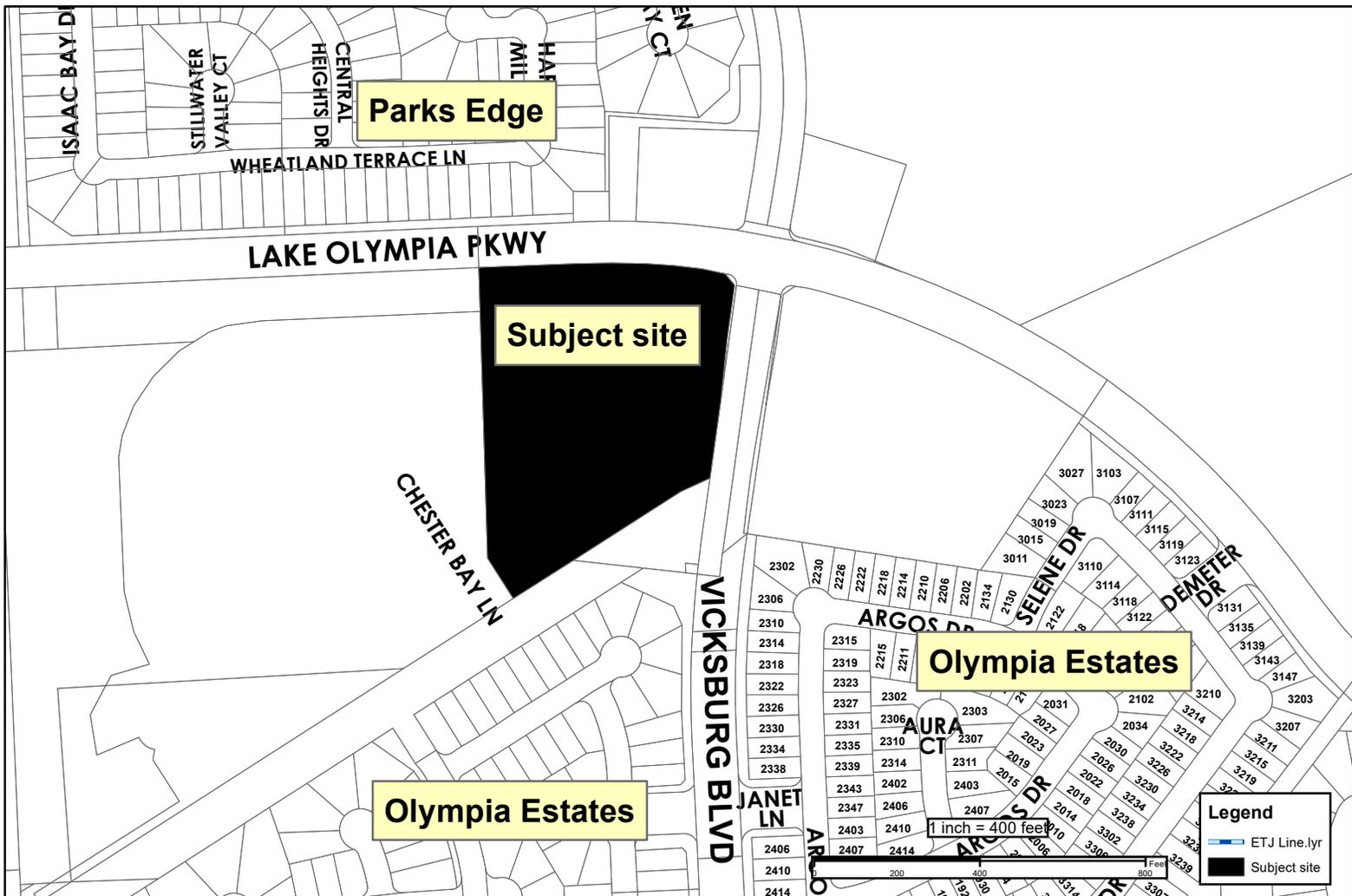


The seal appearing on this document was authorized by Jibrail K. Ahmad, RPLS # 6183 on July 13, 2015. Alterations of a sealed document without proper notification to the responsible surveyor are an offense under the Texas Professional Land Surveying Practices Act. The record copy of this drawing is on file at the office of Mckim & Creed, Inc., 9960 West Sam Houston Parkway South, Suite 200, Houston, Texas 77099, TBPIS Firm Registration Number 101776-00.

ALTA/ACSM LAND TITLE SURVEY
OF 8.6782 ACRE TRACT,
IN THE HICKS SHROPSHIRE SURVEY,
ABSTRACT NUMBER 313
FORT BEND COUNTY, TEXAS

PROJECT #: 06920-001
PROJ. SVYR.: JIB AHMAD
DRAWN BY: J.K.A./G.A.H.
FIELD BK.: HOU 1169
COMP. FILE: SV-SURV-06920001
SHEET #: 1 OF 1
DATE: JULY 13, 2015
SCALE: 1" = 60'
DWG #: BNDRY-VICKSBURG
-06920001.dwg

- Notes:
- The survey shown hereon has been prepared as the result of an on-the-ground survey completed on May 29, 2015.
 - The bearings shown hereon are referenced to the Texas Coordinate System of 1983, South Central Zone, Harris County Flood Control District (TSARP) Reference Mark 010230 and City of Missouri City Survey Control Monument Numbers (#) 863, PCM-003, PCM-007, and PCM-008 were held fixed using their published horizontal and vertical values. All surface values shown may be converted to grid by applying by a combined scale factor of 0.998967579777.
 - The found monuments shown hereon indicated (C.M.) are controlling monuments on which this survey is referenced.
 - The recorded easements, setbacks and encumbrances shown hereon are from Schedule B of the commitment for title insurance issued by Fidelity National Title Insurance Company, GF No. 6712000951, effective date May 18, 2015, issue date June 2, 2015. The Surveyor has relied upon the accuracy and completeness of the information described above and has made no independent investigation or search for this information.
 - The above referenced title commitment lists the following restrictive covenants, mineral or other rights, or other encumbrances in connection with the property surveyed:
 - Waiver of Special Appraisal for the Benefit of Fort Bend County Municipal Utility District No. 48 as set out in instrument filed under Fort Bend County Clerk's File No(s). 2014015747.
 - Rights of parties in possession.
 - The following exception will appear in any policy issued (other than the T-1 R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgage Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing.
Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - Visible or apparent easement (s) and/or rights of way on, over, under or across the Land.
 - Any portion of the Land located within the boundaries of any roadway or highway.
 - Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Texas Eastern Transmission Corporation
Purpose: pipeline right-of-way easement
Recording No: Volume 270, Page 458, and amended in Volume 587, Page 102, both of the Deed Records of Fort Bend County, Texas.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as evidenced in a document:
Granted to: American Canal Company of Texas
Purpose: canal right-of-way easement
Recording No: Volume 746, Page 787 and Volume 746, page 807, both of the Deed Records of Fort Bend County, Texas.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Lexington Development Company
Purpose: Temporary Water Line Easement
Recording No: Volume 1108, Page 118 of the Deed Records of Fort Bend County, Texas.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Fort Bend County Municipal Utility District No. 47 and Fort Bend County Municipal Utility District No. 48
Purpose: Temporary Access Easement
Recording No: Volume 1696, Page 257 of the Official Records of Fort Bend County, Texas.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Southwestern Bell Telephone, L.P.
Purpose: easement for underground telecommunications facilities
Recording No: Clerk's File No. 2005030618 of the Official Public Records of Fort Bend County, Texas.
Affects: as set forth and defined therein.
 - Interest in and to all coal, lignite, oil, gas and other minerals; and all rights incident thereto, contained in instrument recorded at Volume 71, Page 247, Volume 889, Page 57, Volume 889, Page 60, Volume 889, Page 63, and Volume 889, Page 309, all of the Deed Records of Fort Bend County, Texas, which instrument contains the following language "Mineral Deeds". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - Waiver of Surface Rights.
Recording No: Volume 879, Page 217 and Volume 921, Page 286, both of the Deed Records of Fort Bend County, Texas.
 - Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Volume 1940, Page 1095 and Volume 1940, Page 1097, both of the Official Records of Fort Bend County, Texas, which instrument contains the following language "Mineral Deeds". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Clerk's File No. 2001122130 of the Official Public Records of Fort Bend County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- Notes Continued:
- Lease for coal, lignite, oil, gas and other minerals, together with rights incident thereto, dated September 10, 1952, recorded at Volume 304, Page 334 of the Deed Records of Fort Bend County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - Lease for coal, lignite, oil, gas and other minerals, together with rights incident thereto, dated May 31, 1978, recorded at Volume 801, Page 841 of the Deed Records of Fort Bend County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - Memorandum of Contract executed by and between Lexington Development Company, a Texas limited partnership and Hermann Hospital Estate, a charitable trust created under the will of George H. Hermann.
Recording No: Volume 1207, Page 156 of the Official Records of Fort Bend County, Texas.
 - Terms, conditions and stipulations contained in that certain Ordinance No. 0-14-14, by the City of Missouri City, Texas as set out in instrument filed under Clerk's File No. 2014035766 of the Official Public Records of Fort Bend County, Texas.
 - If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:
Owner and Loan Policy (ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.
Owner Policy (ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditure made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any or any printed provision of this policy.
Loan Policy (ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.





The boundary lines for each COM designation are conceptual except for any proposed gas station which should be buffered from adjacent residential uses by LC-2, retail district uses.

Prepared For:
MARHABA PARTNERS
Reference Date: 01.10.19



Planning & Landscape Architecture
Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703
713.953.5200
1070 Evergreen Circle, Suite 107
The Woodlands, Texas 77380
281.210.1750

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

Concept Plan Study for
LAKE OLYMPIA DRIVE TRACT
±8.7 Acres of Land
Missouri City, Texas
Project #: 1733-11001

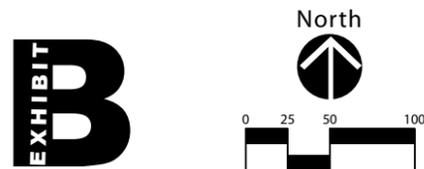


EXHIBIT B



**MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
May 8, 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 Chairperson Brown-Marshall, at 7:00 PM.

2. ROLL CALL

Commissioners Present:

Sonya Brown-Marshall
Tim Haney
John O'Malley
Gloria Lucas
Douglas Parker
Hugh Brightwell

Commissioners Absent: James G. Norcom III, Courtney Johnson Rose

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

Others Present: Marie Escue; LJA Engineering, Sherri Gregg, Joel Scott, Katy Goodrich; LJA Engineering, Daniel Valdez; Jones|Carter, William Sagastizado; Jones|Carter

7. ZONING MAP AMENDMENTS

A. PUBLIC HEARING FOR A PLANNED DEVELOPMENT DISTRICT AMENDMENT

- (1) To receive comments for or against a request by Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

Planning Manager, Jennifer Thomas Gomez presented this item. Ms. Gomez informed that the site was located at the southwest corner of the intersection of Vicksburg Boulevard and Lake Olympia Parkway. It is currently zoned LC-2, Local Retail District. The applicant was seeking to rezone from LC-2 to Planned Development District (PD); to continue to allow for the LC-2 uses, but to expand other uses, and to allow gasoline sales within the PD.

Ms. Gomez informed that the application included a conceptual site plan. The applicant's desire for the location was to expand the uses and to allow for gasoline sales. The gasoline sales would be located at the hard corner of Vicksburg Boulevard and Lake Olympia Parkway. Other uses were identified; however, there were conceptual. All the uses would be permitted in the LC-2, local retail district, which was the current zoning. The daycare shown would be permitted, as long as it was in a single tenant building.

Ms. Gomez informed that staff's recommendation was to approve the PD with the expanded use to allow for the gasoline sales, with the conditions that were included in the report. Those conditions included still applying all of LC-2 regulations for site development. The applicant also submitted a general development plan.

Ms. Gomez informed that staff's recommendation was to adopt the general development plan as part of the Planned Development District, with the exception of applying the City's minimum standards for landscaping out of Section 11; minimum standards for architectural design out of Section 7.a, and the City's lighting standards. Primarily there were a couple of references within the development plan that may not be consistent with the minimum standards. Staff needed to make clear that the development plan being proposed was an enhancement above what was typically required when a commercial area is adjacent to a residential area.

Chairperson Brown-Marshall asked Katy Goodrich how they determined that the location was a perfect site for the development.

LJA Engineering, Planner, Katy Goodrich informed that their client had owned the property for quite a while, and believed that a gas station would be appropriate at the corner site, along with the other uses that are allowed in LC-2. At the time, no gas stations were located along Lake Olympia Parkway. A Google search showed that all the gas stations were located on Highway 6. There was not a gas station for the residents in the area, and the homes that would be developed in the future to the north.

Chairperson Brown-Marshall asked if they had any concerns to staff's comments.

Ms. Goodrich replied, "No."

Chairperson Brown-Marshall asked about concerns with the fence requirements.

Ms. Goodrich replied, "No."

Chairperson Brown-Marshall asked, if possible to provide, for the information of the gas station company. In terms of the aesthetics in the particular area, that color bands were not favorable.

Ms. Goodrich informed that she was not at liberty to discuss who the potential gas station would be. They would be happy to comply with all the City requirements, including color. Based on the location, they would like to have an enhanced façade due to it being surrounded by residential homes and not directly on the tollway or any other major road.

Chairperson Brown-Marshall asked about the build-out schedule, if the proposal moved forward, of what would be built first.

Ms. Goodrich informed that it was undetermined. It would depend on demand and who was ready to go.

Commissioner Brightwell asked why the proposal was to a PD, Planned Development, but wanted to do what LC-2 allowed.

Ms. Gomez informed that the gas station was the trigger.

Commissioner Brightwell asked if the gas station was not part of LC-2.

Ms. Gomez informed that gas stations were permitted in LC-3, retail district. The applicant had previously attempted to rezone the property from LC-2 to LC-3. Some of the concerns expressed were on the aesthetics and making sure that the intensity of the development on the corner blended in with the residential area. The applicant returned to look at the regulations for a PD.

Commissioner Brightwell informed that there was a PD across the way, and asked if this blended in generally with what they were trying to do with the corridor.

Ms. Gomez informed that the PD across the way allowed for gasoline sales. They (applicant) went back to look at the adjacent property's PD regulations and took the development standards that would be applied on that eastern side.

Ms. Gomez informed that some of the architectural standards that the applicant provided were enhanced. Some requirements were that no one material would dominate a façade. All material has to meet the City's standards of brick, stone, and architectural masonry units. Colors have to be muted.

Chairperson Brown-Marshall asked Ms. Gomez if the PD across the way allowed for a gas station and if that was the anticipation.

Ms. Gomez informed that plans were currently in review.

Commissioner O'Malley asked Ms. Goodrich if there were plans for a sidewalk like the development across the way.

Ms. Goodrich informed that they would definitely provide sidewalks along Vicksburg Boulevard and Lake Olympia Parkway, and pedestrian connectivity throughout the site. While researching, one of the concerns was that there needed to be pedestrian connectivity similar to the PD across the way. It needed to be scaled down because the site was so much smaller. They were defiantly willing to look into it, with landscape.

Sherry Gregg, 2306 Argos Drive, informed that she was concerned about the lighting and how bright it would be from the development. Normal gas stations are bright. If too bright, the lights would disturb her residents and potential others. The ground ozone level that could be created from the cars getting gas from the facility, was another concern. The CO₂ (Carbon Dioxide) and VOCs (Volatile Organic Compounds) create ground level ozone. In summer days it could spread up to 300 ft. Ms. Gregg informed that it was a concern because so many people walk in the neighborhood. It could trigger asthma and other elements due to ground level ozone.

Motion: To close the public hearing

Made By: Commissioner Haney

Motion: Retract to close the public hearing

Made By: Commissioner Haney

Second: Commissioner Parker

Joel Scott, representative of the property on the southeast corner, informed that they acquired about 462 acres and developed a residential (Parks Edge), and commercial PD, Planned Development. They originally contemplated some type of lifestyle/town center. The zoning of LC-3, retail district is at the southeast corner, about 8.5 acres. Mr. Scott informed that they were under contract and about to close for a convenience store, adjacent from the proposed development. It was a proper corner for a convenient store.

Mr. Scott informed that they were not opposing the PD. However, they were opposing gasoline sales, due to only being room for one from a business standpoint. They were currently being reviewed for permits.

Commissioner O'Malley asked Mr. Scott if a homeowner was coming from the tollway (Fort Bend Tollway), would take a left at the intersection, needed fuel and lived going away from Lake Olympia Parkway, didn't it make sense to have a filling station for those that would come from the tollway. If they made a left instead of going straight down Lake Olympia Parkway, they would have a hard time getting

to Mr. Scott's corner, but would have an easier way to get to the proposed development.

Mr. Scott informed that they were installing a median with a left turn right into the site where the convenient store would be located. Likewise, west bound on Lake Olympia Parkway, right before the light there is an existing median cut that would have a deceleration lane that would turn into the site as well.

Commissioner O'Malley asked if there would be a median that would go away from Lake Olympia Parkway.

Mr. Scott informed that there would be a median cut that would allow a left turn to head south.

Motion: To close the public hearing

Made By: Commissioner Haney

Second: Commissioner Brightwell

AYES: Commissioner Brown-Marshall, Commissioner Haney,
Commissioner O'Malley, Commissioner Lucas,
Commissioner Parker, Commissioner Brightwell

NAYES: None

ABSTENTIONS: None

The motion passed

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

Chairperson Brown-Marshall asked about lighting.

Vice Chairperson Haney informed that based on the distance, he did not anticipate any light from the corner getting into the residential area. Regulations would address the lighting.

Ms. Gomez informed that there are lighting regulations. The flow of light, once it reached the residential boundaries, would have to be zero. The difference would have to be if there were no development, it would be lighter. However, the flow of light should not beam, be directed or bleed onto the residential areas. During the permitting stage, a photometric plan is submitted showing how the light would be distributed on the site. In operation once they are constructed, if the flow continued to leak out, mitigation would have to take place.

Chairperson Brown-Marshall informed that in regards to crime, Missouri City Police Department was available.

Chairperson Brown-Marshall informed that she would like to add that color bands not be allowed.

Ms. Gomez informed that the sign regulations allows up to 3 ft. of a color band on canopies.

Motion: The Planning and Zoning Commission forwards a positive recommendation to Council

Made By: Commissioner Haney

Second: Commissioner Parker

AYES: Commissioner Haney, Commissioner O'Malley, Commissioner Lucas, Commissioner Parker, Commissioner Brightwell

NAYES: Commissioner Brown-Marshall

ABSTENTIONS: None

The motion passed



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: June 3, 2019

AGENDA ITEM SUBJECT: 8.7 acre tract – Southwest corner of Lake Olympia Parkway & Vicksburg Boulevard – Planned Development District

AGENDA ITEM NUMBER: 7.a.1.

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

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

Sonya Brown-Marshall, Planning and Zoning Commission Chair

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

Sonya Brown Marshall, Chair

PERMIT NUMBER: PD1900005

PROPERTY ID: 0313-00-000-0132-907

LOCATION: The subject site is located at the southwest corner of Lake Olympia Parkway and Vicksburg Boulevard, north, east and west of the Olympia Estates residential subdivision and south of the Parks Edge residential subdivision.

RECOMMENDED ACTION:

The proposal complies with Goal 2.2 of the City's Comprehensive Plan and with the recommendations contained in the Future Land Use and Character Map.

Staff recommended approval to rezone the subject site from LC-2, local retail district to PD, Planned Development District.

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

SUMMARY:

The applicant seeks to rezone this property to a PD, Planned Development District to allow for uses permitted within the LC-2, local retail district and to allow for the location of a convenience store with gasoline sales.

The applicant has submitted a conceptual site plan and proposed development standards.

REQUIREMENTS FOR A PD DISTRICT APPLICATION (SECTION 8.2)

A. Ownership:

The applicant has submitted proof of unified control of the entire area within the proposed PD district.

B. Legal Description:

The subject site can be described as being an approximate 8.6782 acre tract of land situated in the Hicks Shropshire Survey, A-313 in Fort Bend County, Texas, and being out of and part of the called 11.4211 acre tract of land described in deed to Equity Trust Company, Custodian, FBO John N. Vastistas and Custodian, FBO Francis Madia as recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2013110291.

C. Site Plan:

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

D. Total acreage:

8.7 acres

E. Minimum design standards:

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

F. Development Schedule. The applicant has advised the development shall be completed within the required five-year timeframe pursuant to Section 8.2.D.

GENERAL SITE INFORMATION:

A. Existing Land Use and Zoning Designation: Unimproved / LC-2,
local retail district

B. Surrounding Land Uses and Zoning Designations:

North: Unimproved / PD, Planned Development District #95

South: Olympia Estates residential subdivision / R-2, single family residential district

East: Unimproved / PD #96

West: Olympia Estates residential subdivision / R-2, single family residential district

C. Zoning History:

09-02-1997: Subject site annexed by the City of Missouri City and zoned SD, suburban district (Ordinance O-97-32).

09-17-2001: Subject site zoned LC-2, local retail district (Ordinance O-01-47).

SITE PLAN AND USE REGULATIONS (Subsection 8.2.C. and 8.5 of the City's Zoning Ordinance)

- A. Purpose.** PD, Planned Development District No. ____ is proposed to consist of a commercial development. Improvements to the site will be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD, Planned Development District No. ____, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged unless otherwise provided in the proposed ordinance.

The applicant seeks to rezone this property to a PD, Planned Development District to allow for uses permitted within the LC-2, local retail district and to allow for the location of a convenience store with gasoline sales.

Conformance with the Comprehensive Plan: The proposed zoning is in conformance with Goal 2.2 of the City's Comprehensive Plan which encourages the City to provide "more varied development to move beyond a "bedroom community perception". This goal includes the consideration to "continue to provide opportunity for neighborhood-oriented businesses and services by focusing on the scale and potential impact of such development near residences than simply restricting allowable uses."

Conformance with the Land Use and Character Map: The proposed zoning is in conformance with the Future Land Use and Character Map. The Future Land Use and Character Map identifies the subject property as suburban commercial.

The suburban character designation is described as "areas where...development forms result in a more green, open feel compared to more intensively developed areas where buildings, parking areas, and other improvements cover more of their sites."

Staff recommended: Approve the PD, Planned Development District and apply the regulations and restrictions as described in this report and include a convenience store with gasoline sales at the intersection provided that such area is buffered by lower intensity uses as the property adjoins single family residential uses.

Planning and Zoning Commission recommends: Approve as staff recommended.

C. Zoning district regulations. Except as provided in this report, it is recommended that the LC-2, local retail district regulations continue to apply within the PD.

D. General development plan.

The applicant has proposed to adopt a general development plan to include regulations pertaining to vehicular, bicycle, and pedestrian circulation, landscape, building, materials, roof mounted equipment screening and lighting.

These sections would correspond with the zoning regulations for landscaping, architectural design and lighting.

Staff recommended: To adopt the general development plan however include the city's minimum landscaping (Section 11), architectural design (Section 7A) and lighting standards (Section 7.11) as a basis. The general development plan references to a 6 foot tall wooden fence along the western property line closest to the residential area and the screening of trash disposal areas should not be approved.

Planning and Zoning Commission recommends: Approve as staff recommended.

E. Utilities. The provision and construction of all utilities shall comply with the Infrastructure standards of the City of Missouri City.

F. Ingress and egress. All driveways and off-street parking areas, including locations, shall comply with the infrastructure standards of the City of Missouri City.

A Traffic Impact Analysis has been submitted and reviewed. The applicant is working with the Engineering Division staff on comments received.

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



**DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division**

1522 Texas Parkway
Missouri City, Texas 77489
281-403-8600 (Office) ■ 281-208-5551 (Fax)
www.missouricitytx.gov

APPLICATION FOR:

Check One:

- SPECIFIC USE PERMIT
- SPECIFIC USE PERMIT AMENDMENT
- PLANNED DEVELOPMENT DISTRICT
- PLANNED DEVELOPMENT DISTRICT AMENDMENT

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

Date of Application:

1. Project Name: 8.7 Acre Tract	
2. Address/Location of Property: SWC of Lake Olympia Pkwy & Vicksburg Blvd.	
3. Applicant's Name: Katy Goodrich w/ LJA Engineering	
Mailing Address: 2929 Briarpark Drive, Ste. 600, Houston, TX 77042	
Phone No. :(713) 358 - 8536	
Email: kgoodrich@lja.com	
4. Status of Applicant: Owner <input checked="" type="checkbox"/> Agent Attorney Trustee Corporation Relative (If other than Owner, submit written authorization from Owner with application.)	
5. Property Owner: Equity Trust Company	
Mailing Address: 6831 East 5th Avenue, Scottsdale, AZ 852251	
Phone No.:() -	
Email:	
6. Existing Zoning District: LC-2	
7. Total Acreage: 8.7	
8. Proposed Development and Reasons for Application: Planned Development District with LC-2 regulations and the ability to build a convenience store with gas sales at the hard northeast corner of the property.	
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.): 0313 H SHROPSHIRE, TRACT 1 (Pt), ACRES 8.7682, (Pt of a 11.4211 ac tract)	
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts): 0313-00-000-0132-907	
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.

Katy Goodrich
Print Name of Applicant

Katy Goodrich
Signature of Applicant

Equity Trust Company
Print Name of Property Owner

Katy Goodrich
Signature of Property Owner, Agent or Attorney

Equity Trust Company
Custodian FBO
Mr. John N. Vastistas
6831 East 5th Avenue
Scottsdale Arizona 852251

January 3, 2019
Development Services Department
Planning & Development Division
1522 Texas Parkway
Missouri City , Texas 77489

To whom it may concern,

I, John Vastistas , authorize LJA Engineering to act on my behalf on the submittal of this re-zoning application and process.

Sincerely,



John Vastistas

GENERAL DEVELOPMENT PLAN

- A. **Vehicular, Bicycle, and Pedestrian Circulation Regulations** – All nonresidential sites within the Planned Development District Ordinance shall be developed in accordance with the following regulations:
1. Vehicular paving:
 - a. All parking lots, driveways, and vehicle use areas outside of individual building parcels must be constructed of concrete.
 - b. Driveway and access easements may be paved with a concrete surface or interlocking pavers supported by a 6 inch reinforced tray and subgrade per City design standards.
 2. Bicycle parking: Off-street parking for bicycles shall be provided within 50 feet of primary employee and/or visitor building entrances and shall include racks or other structures intended for parking bicycles.
 3. A pedestrian walkway shall be provided to connect the primary building entrance to the public street sidewalk.
 - a. When parking is located between the street and building, at least one walkway shall be provided to and through its associated parking area to connect a building entrance to a public street sidewalk.
- B. **Landscape Regulations** – all nonresidential sites within the Planned Development District Ordinance shall be developed in accordance with the following additional regulations:
1. Minimum widths for buffer yards, continuous along:
 - a. Public streets: 20 feet
 - b. Internal access easements: 10 feet
 - c. All other property lines: 15 feet
 2. Buffer yards may include vehicular driveways and internal access easements, perpendicular to the length of the buffer, and pedestrian walkways.
 3. Canopy trees:
 - a. Trees shall have a minimum 4" caliper and minimum 10' height as measured at ground level when planted.
 - b. Required trees may be clustered or spaced linearly; they need not be placed evenly.
 - c. Along the western property line, closest to the residential area, one (1) canopy tree will be planted every 30' on center.
 4. Shrubs:
 - a. Shrubs shall be a minimum of 36" in height at the time of planting.
 - b. A continuous hedge shall screen 100% of all parking areas from any street or access easements.
 5. Screening:
 - a. A minimum 6' wooden fence shall be located along the western property line closest to the residential area.
 - b. All refuse areas shall be screened from public view via a landscape buffer or a solid enclosure that is constructed with materials similar to the primary structure. Refuse containers may not be located within a required buffer area.
- C. **Building regulations** –
1. All nonresidential buildings within the Planned Development District Ordinance shall be developed in accordance with the following additional regulations:
 - a. Buildings shall be designed in accordance with the following criteria:

- i. Break up the horizontal and vertical building planes through offsets, changes in building materials, colors and textures, or other methods; and
- ii. Incorporate architectural details that create shade and cast shadows to provide visual relief.
- iii. Facades greater than 100' in length that face public streets shall incorporate offsets having a minimum depth of at least 5 feet, and extending at least 20% of the length of the façade.
- iv. No uninterrupted length of a street-facing façade shall exceed 100'.

D. Materials

1. The selection of materials for use within the Planned Development District Ordinance should be thoughtful and in keeping with the character of the overall development and design character illustrated within this document.
 - a. Diversity of materials in type, texture, color, and finish is encouraged. No one material should comprise more than 80% of the aggregate area of the building envelope.
 - b. Any portion of the building visible from the right of way must be a minimum of fifty (50) percent brick or stone
 - c. The following materials are **permitted** for use within the project:
 - i. Kiln-fired clay brick
 - ii. Glass and Aluminum Framed Glazing Systems (i.e. curtain wall and storefront systems)
 - iii. Natural Stones in regular or random patterns
 - iv. Stucco, Plaster on less than 50% of the aggregate area of the building envelope
 - d. Exposed CMU or Concrete is allowed and shall comprise no more than 25% of the aggregate area of the building envelope unless it is demonstrated to be architecturally significant to the design of the structure
 - e. The following materials are **prohibited** from use within the project:
 - i. Sun-dried or other unit masonry product (clay or otherwise) which is not kiln-dried
 - ii. Cultured or Simulated Stone other than accent bands, lintels, cap stones, wall caps, moldings or other profiles used in conjunction with a natural field stone
 - iii. Exterior Insulation Finish Systems (EIFS)
 - f. Only earth tone colored materials and paint will be permitted

E. Rooftop Mounted Equipment

1. All rooftop mounted equipment including HVAC and mechanical equipment must be entirely screened from public view
2. Screening shall be made by the massing of the building (.i.e. mansard or parapets) or architectural treatment consisting of materials compatible with the building façade

- F. Lighting:** Exterior lighting should be shielding to prohibit illumination in excess of 0.25 footcandle of average general light overflow or 0.50 footcandle at any point of on the boundary of a property located within a residential zoning district.



Parks Edge

Subject site

Olympia Estates

Olympia Estates

Legend

- ETJ Line.lyr
- Subject site

1 inch = 400 feet





City of Missouri City

NOTICE OF PUBLIC HEARING

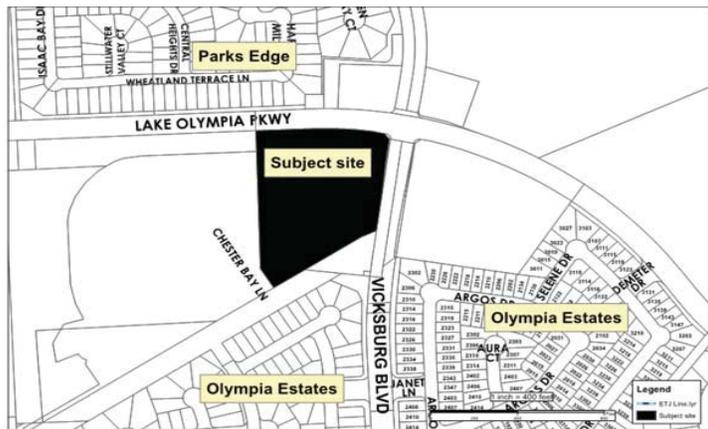
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, June 3, 2019, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The subject site is located at the southwest corner of Lake Olympia Parkway and Vicksburg Boulevard, north, east and west of the Olympia Estates residential subdivision and south of the Parks Edge residential subdivision.

SITE LEGAL DESCRIPTION: The subject site can be described as being an approximate 8.6782 acre tract of land situated in the Hicks Shropshire Survey, A-313 in Fort Bend County, Texas, and being out of and part of the called 11.4211 acre tract of land described in deed to Equity Trust Company, Custodian, FBO John N. Vatisas and Custodian, FBO Francis Madia as recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2013110291.

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





DEVELOPMENT SERVICES - PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

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

LOCATION/DATE: The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, May 8, 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 Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

April 26, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:

Wednesday, May 8, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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

Dear City Representatives:

I/We protest this proposed rezoning because

I/We support this proposed rezoning because

Sincerely,

Signature Print Name

Street Address Subdivision
Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Print Name Signature

Equity Trust Company FBO John N Vatistas & Francis Madia 225 Burns RD Elyria, OH 44035-1512	LOP 8.5 LP C/O Terra Mark Ventures, LP 675 Bering DR, STE 500 Houston, TX 77057-2269	Fort Bend County Municipal Utility District No. 47 C/o Radcliffe Bobbitt Adams Polley PLLC, 2929 Allen PKWY, STE 3450 Houston, TX 77019-7120
Palmetto/WIHA FB107 LP C/O Terra Mark Ventures, LP 675 Bering DR, STE 500 Houston, TX 77057-6805	Gateway Land Development/Olympia 52 LP 7676 Hillmont ST STE 345 Houston, TX 77040-6425	
WIHA I LLC Mailing address not found on FBCAD - 04/26/2019	Fort Bend MUD #48 c/o Allen Boone Humphries Robinson LLP 3200 Southwest FWY, STE 2600 Houston, TX 77027-7537	Olympia Estates Homeowner Association Inc C/o Transerve Management 7312 Louetta RD, STE B-118101 Spring, TX 77379-6176
Gregg Sherri 2306 Argos DR Missouri City, TX 77459-3597	Mathai Valsa T etal 2302 Argos DR Missouri City, TX 77459-3597	Olympia Estates Homeowner Association Inc 14550 Torrey Chase BLVD STE 255 Houston, TX 77014-1038
Abraham Elamma etal 3502 Christopher DR Missouri City, TX 77459-1929	Rausch Coleman Homes Houston, LLC Mailing address not found on FBCAD - 04/26/2019	Singh Manjit & Sarbjit Kaur 3514 Christopher DR Missouri City, TX 77459
Thekkekara Thoma 3518 Christopher DR Missouri City, TX 77459-1929	Love Stephen 3522 Christopher DR Missouri City, TX 77459-1929	Truong Lang 3530 Christopher DR Missouri City, TX 77459-1929
Pillai Podiamma & Sasidharan 3534 Christopher DR Missouri City, TX 77459-1929	Jacob Shaivy & Jacob M Mazhukkattu 3538 Christopher DR Missouri City, TX 77459-1929	DR Horton -Texas LTD 14100 Southwest FWY STE 500 Sugar Land, TX 77478-3483
Joseph Nicki 1307 Wheatland Terrance LN Missouri City, TX 77459-2071	Thompson Johnnie 1315 Wheatland Terrance LN Missouri City, TX 77459-2071	Ikpeoha Ukachi 1323 Wheatland Terrace LN Missouri City, TX 77459
Armstrong Nashina 1331 Wheatland Terrace LN Missouri City, TX 77459	Dennis, Tara Nyshae 1335 Wheatland Terrance LN Missouri City, TX 77459-2071	MAX CLEAVER FBISD 16431 LEXINGTON BLVD SUGAR LAND TX 77479

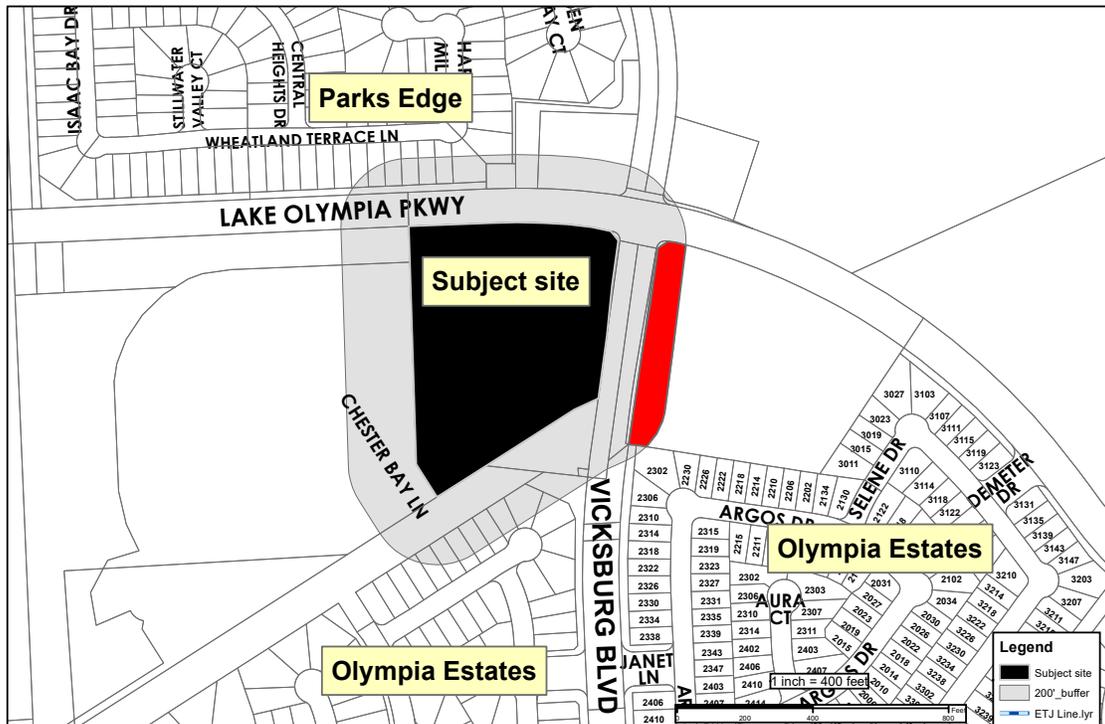
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: SWC Lake Olympia Pkwy & Vicksburg Blvd
City Council First Reading: June 3, 2019

Protest Letters Received

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
LOP 8.5 LP (Joel R. Scott, Manager)	0313-00-000-0134-907	50,983.91
Total Area Represented by Protest(s):		50,983.91
Total Land Area <i>Including</i> Subject Site:		998,695.90
Subject Site <i>Only</i> Land Area:		378,100.80
Total Land Area <i>Only Within 200 Feet</i> of Subject Site:		620,595.10
Protest(s) Percentage of Land Area Within 200 Feet:		8%

Note: A total of 0 letters of support and 2 letters of protest have been received for the application request as of May 29, 2019.





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

April 26, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:

Wednesday, May 8, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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

Dear City Representatives:

I/We protest this proposed rezoning because having two (2) convenience stores right next to each other (on the same side of the street), would not be consistent with, and would be detrimental to the character of the neighborhood.

I/We support this proposed rezoning because

Sincerely,

Handwritten signature: Joel R. Scott LOP 8.5, LP by: Joel R. Scott, Manager

Signature

Print Name

Handwritten address: Southeast corner of Lake Olympia Parkway and Vicksburg Blvd.

Street Address

Subdivision

Phone Number

Return to:

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Handwritten print name: Joel R. Scott

Print Name

Handwritten signature: Joel R. Scott

Signature

City of Missouri City, TX

Received

MAY 08 2019

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

April 26, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:

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

Dear City Representatives:

I/We protest this proposed rezoning because we do not believe that a "convenience store with gasoline sales" specifically, is consistent with the Future Land Use Plan, particularly given there is already a proposed C-Store located on the SE corner.
I/We support this proposed rezoning because

Sincerely, WIHA I, LLC
Joel R. Scott by: Joel R. Scott, Managing Member
Signature Print Name
Northwest corner of Lake Olympia Parkway and Parks Edge Blvd.
Street Address Subdivision
Return to: Development Services Department
City of Missouri City, TX
1522 Texas Parkway
Missouri City, TX 77489
Phone Number FAX (281) 208-5551
Received
MAY 08 2019
Planning Division

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Joel R. Scott
Print Name Signature

* From a purely City Planning perspective, the appropriate corner for an additional convenience store with gasoline sales would be the Northwest corner of the same intersection.



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

April 26, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:

Wednesday, May 8, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Katy Goodrich, LJA Engineering to rezone an approximate 8.68 acre tract of land from LC-2, local retail district to PD, Planned Development District to allow for the development of commercial uses to include a convenience store with gasoline sales and to provide a general development plan; and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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

Dear City Representatives:

X I/We protest this proposed rezoning because Ground Level ozone caused by the gasoline fumes and CO from the car exhausts can extend up to 300 feet. Convenience stores can attract crime and undesirables. The lights from the station can be a nuisance at night when trying to rest.

I/We support this proposed rezoning because

Sincerely,

Handwritten signature of Sheari Gregg

Print Name: Sheari Gregg

Signature

Print Name

2306 Argos Drive

Olympia Estates

Street Address

Subdivision

Phone Number

Return to:

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Print Name: Sheari Gregg

Signature: Handwritten signature of Sheari Gregg

City of Missouri City, TX

Received

MAY 08 2019

Planning Division



CITY COUNCIL AGENDA ITEM COVER MEMO

June 3, 2019

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

SYNOPSIS

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

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

State law requires programs that operate at least two hours a day and three or more days a week for children aged five to thirteen to be licensed by the State. However, state law provides an exemption for programs operated by a municipality, provided the municipality annually adopts standards of care for such programs after a public hearing on the subject. The City has adopted an ordinance continuing or amending the City's standards of care for such programs since 2010. The standards were amended as recently as 2013 to specifically require program staff to be trained by the Director of Parks & Recreation and to specifically state that an annual inspection of each program site will be performed by the City's Department of Fire and Rescue Services.

Staff has asked that the existing ordinance be continued with an amendment lowering the minimum age for a program leader or coordinator from twenty-one to eighteen, and lowering the minimum age for program staff and volunteers from eighteen to sixteen. Accordingly, the existing standards with the proposed amendment are presented to City Council and the public for hearing and consideration.

BUDGET ANALYSIS

Not applicable.

SUPPORTING MATERIALS

1. Ordinance
2. Article VII, Chapter 74, Parks & Recreation, of the Missouri City Code with proposed changes

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance as amended.

Director Approval: Jason S. Mangum, Parks & Recreation Director

Assistant City Manager Approval: Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-19-__

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

* * * * *

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

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

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

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

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

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

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

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

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

Section 3. The Missouri City Code is hereby amended by deleting Section 74-222 of Division 3 of Article VII of Chapter 74 thereof and substituting therefor a new Section 74-222 of Article VII of Chapter 74 to provide as follows:

“CHAPTER 58 – PARKS AND RECREATION

ARTICLE VII. - ELEMENTARY-AGE RECREATION PROGRAMS

. . . .

DIVISION 3. - STAFF QUALIFICATIONS

. . . .

Sec. 74-222. - Minimum staff qualifications.

- (a) *Program coordinator.* A program coordinator may serve as a program leader. A program coordinator shall:
 - (1) Be at least 18 years of age; and
 - (2) Possess one of the following levels of experience and training:
 - a. Three years of community center service or recreational programming experience; or
 - b. A bachelor's degree from an accredited college or university with major course work in sports management, physical education, recreation, or a related field.
- (b) *Program leader.* A program leader may serve as a program coordinator. A program leader may be a city employee, contract worker, or volunteer of the department. The program leader is responsible for recommending, hiring, supervising and evaluating program staff. Each program site shall have at least one program leader who is 18 years of age or older present at all times.
- (c) *Program staff.* Except for volunteers, program staff shall be 16 years of age or older and trained by the director.
- (d) *Volunteers.* A volunteer shall be 16 years of age or older.”

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

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof, other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ____ day of _____, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

ARTICLE VII. - ELEMENTARY-AGE RECREATION PROGRAMS

DIVISION 1. - GENERALLY

Sec. 74-197. - Definitions.

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

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

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

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

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

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

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

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

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

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

Secs. 74-198—74-211. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 74-212. - Implementation.

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

- (b) A current copy of the standards of care and the program manual shall be available for the public and program staff at each program site. Program staff shall provide parents of participants a current copy of the standards of care during the elementary-age recreation program registration process.
- (c) The city shall not advertise an elementary-age recreation program under this chapter as a child-care facility. Program staff shall inform parents that an elementary-age recreation program offered by the city is not licensed by the state.

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

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

- (1) The program coordinator of each elementary-age recreation program shall:
 - a. Visually inspect each elementary-age recreation program site at least twice during the course of the program and provide the director with a written report detailing such inspection; and
 - b. Receive, record, and resolve complaints, and record the resolution of such complaints, regarding the enforcement of the standards of care.
- (2) The department shall retain each written report described by subsection (1) of this section for at least three years.
- (3) Program staff shall report suspected child abuse in accordance with the Texas Family Code.

Sec. 74-214. - Registration.

- (a) A parent of a potential elementary-age recreation program participant must register with the city by completing a registration application. The applicant shall supply the following:
 - (1) The participant's name, address, home telephone number, and date of birth;
 - (2) The name, address, telephone number during program hours of the participant's parent and a copy of photographic identification for that person;
 - (3) Emergency contact names and telephone numbers;
 - (4) The name, telephone number, and date of birth of each person to whom the participant may be released;
 - (5) A statement regarding the participant's special problems or needs;
 - (6) The participant's emergency medical authorization information, including the name and telephone number of the participant's doctor, and the participant's insurance information;
 - (7) A use of image release;
 - (8) A liability waiver;

- (9) A signed acknowledgement by the parent that the participant and the participant's parent have received and agreed to the program code of conduct; and
 - (10) A signed acknowledgment by the parent that the elementary-age recreation program is not licensed by the state as a child-care facility.
- (b) Each registration application must be accompanied by a copy of the potential participant's birth certificate.

Secs. 74-215—74-220. - Reserved.

DIVISION 3. - STAFF QUALIFICATIONS

Sec. 74-221. - Criminal background checks.

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

Sec. 74-222. - Minimum staff qualifications.

- (a) *Program coordinator.* A program coordinator may serve as a program leader. A program coordinator shall:
- (1) Be at least ~~21~~18 years of age; and
 - (2) Possess one of the following levels of experience and training:
 - a. Three years of community center service or recreational programming experience; or
 - b. A bachelor's degree from an accredited college or university with major course work in sports management, physical education, recreation, or a related field.
- (b) *Program leader.* A program leader may serve as a program coordinator. A program leader may be a city employee, contract worker, or volunteer of the department. The program leader is responsible for recommending, hiring, supervising and evaluating program staff. Each program site shall have at least one program leader who is ~~21~~18 years of age or older present at all times.
- (c) *Program staff.* Except for volunteers, program staff shall be ~~18~~16 years of age or older and trained by the director.
- (d) *Volunteers.* A volunteer shall be 16 years of age or older.

Sec. 74-223. - Training and orientation.

- (a) Program staff shall be familiar with the standards of care for elementary-age recreation programs as adopted by city council.
- (b) Each program leader shall train program staff with whom the program leader works in various areas, including the appropriate procedures to handle emergencies; city, department, and recreation program policies and procedures; safety procedures; elementary-age recreation program organization; and other areas as required by the director.

Secs. 74-224—74-230. - Reserved.

DIVISION 4. - STANDARDS OF CARE

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

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

Sec. 74-232. - Discipline.

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

Sec. 74-233. - Emergency communication.

- (a) Each program site shall have access to a telephone for use in contacting program staff or making emergency telephone calls. At each program site, the program coordinator shall post telephone numbers for the following parties near a telephone that is accessible to all program staff:
 - (1) Ambulance or emergency medical services;
 - (2) City police department;
 - (3) City fire department;
 - (4) Telephone number and address for said program site; and
 - (5) The Texas Poison Center Network.
- (b) The emergency contact names and telephone numbers for each participant shall be available to program staff.

Sec. 74-234. - Transportation safety standards.

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

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

- (a) Program staff shall inspect each program site weekly to check for sanitation and safety violations of the standards of care that might affect the health and safety of participants. If the results of such inspection indicate a violation that could impact the health or safety of a participant or program staff, program staff shall file a report detailing the violation and subsequent resolution of the violation with the program coordinator. The program coordinator shall coordinate the repair of the violation. Such report shall be kept on file with the program coordinator for at least three years.
- (b) The city shall inspect, clean, repair, and maintain the program site buildings and grounds to protect the health of participants.
- (c) The program leader shall inspect, clean, repair, and maintain the program site supplies and equipment to protect the health of participants.
- (d) Program staff shall make first aid supplies available at each program site at a designated location, while transporting participants, and for the duration of any off-site activity.

Sec. 74-236. - Fire safety standards.

- (a) It shall be the first priority of program staff to evacuate participants to a pre-designated safe area if a fire, the danger of fire, an explosion or some other fire emergency occurs.
- (b) The program coordinator shall:
 - (1) Coordinate an annual fire inspection performed by a city fire and rescue services department official of each program site and such official shall prepare a report detailing any safety concerns observed during such inspection and a timeline for compliance;
 - (2) Provide that each program site has at least one fire extinguisher readily available to all program staff;
 - (3) Coordinate the inspection of each fire extinguisher quarterly; and
 - (4) Initiate a fire drill at each program site at least once during each elementary-age recreation program.

Sec. 74-237. - Health standards.

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

CHANGES MARKED

- (b) *Administration of medication.* Program staff shall administer medication provided that:
- (1) A parent has completed and signed a medication dispensing release that provides authorization for program staff to dispense medication and details the quantity and time requirements for dosages. Such release shall include a hold harmless clause.
 - (2) Prescription medications are in the original containers labeled with the participant's name, a date, directions and the prescribing physician's name. Program staff shall administer the medication only as stated on the label.
 - (3) Non-prescription medications are labeled with the participant's name and the date the medication was brought to the elementary-age recreation program. Non-prescription medication must be in the original container. The program staff will administer medication only according to label directions and with written parental permission.
 - (4) Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the program staff.
 - (5) Program staff shall not administer medication after the expiration date.
 - (6) Program staff will ensure medications are inaccessible to participants. If necessary, medications will be kept in a refrigerator.
- (c) *Toilet facilities.* Toilet facilities shall be located at each program site and equipped in a manner that allows a participant to use such facilities independently.
- (d) *Sanitation.*
- (1) An indoor program site shall have adequate light, ventilation, air conditioning and heat. Each program site shall have an adequate supply of water meeting the state department of health services' standards for drinking water. Water shall be supplied to participants in a safe and sanitary manner.
 - (2) Program staff shall remove garbage from each program site daily.
- (e) *Special needs.* The department shall make reasonable accommodations to address special needs participants. For health and safety reasons, a participant who has special problems or needs and who requires personal assistance, including personal assistance to eat, change clothes, or use the restroom, must provide an attendant for the duration of the program. Such attendant will be admitted to the program free of charge.



CITY COUNCIL AGENDA ITEM COVER MEMO

JUNE 3, 2019

To: Mayor and City Council

Agenda Item: 9(a) Consider authorizing the city manager to negotiate and execute a contract for the provision of external auditing services.

Submitted by: Allena J. Portis, Director of Financial Services

SYNOPSIS

Whitley Penn's, the City's external auditor, contract expired after the annual audit performed for the period ended September 30, 2018. An RFP for professional auditing services to begin with the fiscal year beginning October 1, 2018 and ending September 30, 2019 was issued on March 4, 2019. A committee has evaluated the five proposals received and recommend staff begin contract negotiations with the highest scoring proposer, Weaver & Tidwell, LLC.

This item was discussed with the Finance and Services Committee on June 3, 2019.

Until the award has been made by City Council, the "no contact period" is still in effect. During this period all inquiries regarding the solicitation are to be directed to the designated City Representative identified in the RFP. Proposers are not to communicate with any appointed or elected official or employee of the City through any means in an attempt to persuade or influence the outcome of the award.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

The City Charter requires that at the close of each fiscal year the council shall cause an independent audit to be made of all accounts of the city by an independent certified public accountant and upon completion of the audit, the results shall be placed on file in the city secretary's office as a public record.

Local Government Code Section 103.001 also requires municipalities to have its records and accounts audited annually and have an annual financial statements prepared based on the audit. The code requires that the annual financial statement, including the auditor's opinion on the statement, be filed as a public record in the office of the City Secretary within 180 days after the last day of the municipality's fiscal year.

Whitley Penn has performed the City's annual audit for the last five years with its contract terminating after the audit for the period ended September 30, 2018. Whitley Penn has completed the audit for the period ended September 30, 2018 and issued an unqualified opinion on the city's financial statements. An unqualified opinion means that the City's financial statements are fairly and appropriately presented in compliance with auditing standards.

The RFP for the external auditor was issued on March 4, 2019 with responses due on April 2, 2019. The City received five responses and a committee has evaluated the proposals. Staff recommends moving forward with negotiations with the highest scoring proposer, Weaver & Tidwell, LLC. Due to the lack of clarifying questions, interviews are not recommended. The final tabulation is as follows:

Name	Score
Weaver & Tidwell, LLP	464
McConnell & Jones	429
BKD CPAs & Advisors	428
Belt Harris Pechacek, LLLP	422
Pattillo, Brown & Hill	410

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
General Fund	101-53045-12-114	Audit Services	\$118,000	\$18,520	\$18,520

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. Request for Proposal – RFQ19-048 Professional Auditing Services
2. Addendum No. 1– RFQ19-048 Professional Auditing Services
3. Addendum No. 2– RFQ19-048 Professional Auditing Services
4. RFQ19-048 Score Tabulation

STAFF'S RECOMMENDATION

Staff recommends authorization to negotiate and execute a contract with Weaver & Tidwell, LLC.

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

Assistant City Manager/

City Manager Approval:

Anthony J. Snipes, City Manager



MARCH 4, 2019

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 19-048
PROFESSIONAL AUDITING SERVICES**

COMMODITY CODE(S): 918-04, 946-20

ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS

Sealed responses, subject to the terms and conditions of this RFQ, for the above referenced professional service must be received by the Purchasing Division of the Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 by **April 2, 2019**. Responses received after the specified time will be not be opened and not returned at the City expense. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp> or <https://www.demandstar.com/Default.asp>

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON

TITLE

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP

COMPLETE STREET ADDRESS (if different)

CITY/STATE

ZIP

AUTHORIZED SIGNATURE

SECTION I – GENERAL INFORMATION

1. ESTIMATED PROJECT SCHEDULE

RFQ Posting Date	March 4, 2019
Pre-submission Conference	March 11, 2019 at 3:00PM
Deadline for questions from respondents	March 15, 2019 at 10:00 AM C.S.T.
Responses to questions will be posted	March 19, 2019
Due date for RFQ:	April 2, 2019 at 2:00 PM
Possible Interviews with selected audit firms.	Week of April 15 th - 19 th , 2019
Award recommendation to City Council	May 2019 (Estimated)

Note: With the exception of the time and due date of the RFQ, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

2. PURPOSE

City of Missouri City, Texas (the “City”) is requesting qualifications from qualified firms of certified public accountants to perform financial audits for the fiscal year ending September 30, 2019, with the option of auditing its financial statements for each of the four subsequent fiscal years. A five-year contract is contemplated, subject to:

- a) an annual review,
- b) the satisfactory negotiation of terms (including a price acceptable to both the City and the selected firm), and
- c) the annual availability of an appropriation approved by City Council.

These audits are to be performed in accordance with the provisions contained in the Request for Qualifications. Additionally, a report in compliance with the Single Audit Act may be necessary to fulfill the requirements of federal and state grants.

3. DESCRIPTION OF THE CITY

Missouri City is located approximately 20 miles southwest of downtown Houston in the northeast section of Fort Bend County. A small portion of the City extends into the southwest section of Harris County where it borders the City of Houston.

Services provided by the City include police, fire, street maintenance, repairs, traffic control, parks, recreation, planning and inspection, drainage and general administrative services.

The Missouri City Council approved the creation of a Development Authority for the City that is responsible for management of all Public Improvement Districts (PIDs) and Tax Increment Reinvestment Zones (TIRZs) created by the City.

Excluded from the reporting entity of the City are various special districts established under state law and operating under related regulations for the purpose of providing residential and commercial water, sewer, storm, drainage, and flood control services.

In accordance with the implementation of the Texas Property Tax Code, the Fort Bend County Central Appraisal District provides appraisals of property located within the City. The collection activities are performed by the Fort Bend County Tax Office.

4. FUND STRUCTURE

The City's accounting records are maintained in accordance with accounting principles generally accepted in the United States as promulgated by the Governmental Accounting Standards Board. Accordingly, the City maintains general, special revenue, debt service, and capital projects governmental fund types; enterprise and internal service proprietary fund types; general fixed assets and general long-term debt account groups. Funds Groups are as follows (number of active funds shown in parentheses):

General Fund (1)

Special Revenue Funds (29)

Debt Service Funds (1)

Capital Project Funds (5)

Enterprise Funds (7)

Internal Service Fund (2)

5. BUDGET

The City Manager submits to the City Council a proposed operating budget for the fiscal year beginning on October 1. The adopted operating budget is legally enacted through passage of an ordinance and represents the proposed fund appropriations.

The adopted 2018-19 fiscal year budget includes total appropriations of \$139.4 million of which \$51.5 million is accounted for in the General fund. The budget reflects staffing of 369.5 full-time equivalent positions.

Approved 2018-19 budgets for the City's major operating funds are as follows:

General Fund	\$51,456,355
Special Revenue Fund	\$6,251,240
Debt Service Funds	\$10,641,659
Capital Projects Fund	\$13,074,957
Enterprise Fund	\$57,232,825

Internal Service Funds	\$697,166
Total	\$139,354,202

The City of Missouri City participates in the Texas Municipal Retirement System, a joint contributory, defined contribution plan. Employee contributions are currently 7% of earnings with a City matching employee contributions at a 2:1 rate. Actuarial services for this plan are provided by the Texas Municipal Retirement System

More detailed information on the government and its finances, as well as a summary of significant accounting policies, can be found in the City's Comprehensive Annual Financial Report (CAFR) located on our website at www.missouricitytx.gov

6. ACCOUNTING PROCESS – RELATED SYSTEMS:

The City's accounting records for general governmental operations are maintained on a modified accrual basis and revenues are recorded when available and measurable and expenditures are recorded when the services or goods are received and the liabilities are incurred. Accounting records for the City's enterprise fund is maintained on an accrual basis.

7. COMPUTER SYSTEMS

The City of Missouri City currently utilizes the following computerized system software:

- a) Tyler Technology (Munis) governmental software for most City functions.
- b) Tyler Technologies (Incode) – Municipal Court
- c) Tyler Technologies (Energov) – Development Services
- d) Activeweb - Parks & Recreation

8. ORGANIZATIONAL RESPONSIBILITY FOR THE ACCOUNTING FUNCTION

The Accounting Division falls under the general supervision of the Director of Financial Services who reports to the City Manager. Accounting staff members are assigned to work on the audit.

SECTION II - PROJECT SCOPE

1. SCOPE OF WORK TO BE PERFORMED

For each of the fiscal years covered by the qualifications, the audit shall include an examination of the financial statements of all accounts and funds of the City. Such examination shall be made in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants and in accordance with the laws of the State of Texas. These standards require that the Auditor plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. The audit shall include examination, on a test basis, of the evidence supporting the amounts disclosed in the basic financial statements. The annual audit shall also include, in accordance with the Public Funds Investment Act, a compliance audit of management controls on investments and adherence to the City's established investment policies.

The City desires the Auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States. The combining financial statements, individual fund financial statements, and supplemental information, which are the responsibility of management, will be presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such additional information shall be subjected to the auditing procedures applied in the audit of the basic financial statements. An opinion shall be issued on the fair presentation of this additional information, in all material respects, when considered in relation to the basic financial statements taken as a whole. The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. The accompanying statistical information, provided for the purpose of additional analysis, will be examined to the degree necessary for an opinion satisfactory for the City to apply to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting.

From time to time, the City may request the Auditor to perform other audits and reviews not specifically provided for under this section. If such a request is made, the Auditor shall submit, at the City's request, a separate Statement of Qualification for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional audits or reviews with whomever it may choose.

The Auditor's assistance and consultation will be required in implementing new Governmental Accounting Standards Board and Financial Accounting Standards Board statements at the earliest possible date, even if prior to the required effective date.

2. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this RFQ, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the most recent revision of the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of and the provisions of U.S. Office of Management and Budget Uniform Guidance at 2

CFR 200 subpart F (200.500) (previously(OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*).

The CAFR shall be prepared in accordance with the most recently issued Governmental Accounting and Financial Reporting Principles (GAAFR), as promulgated by the Governmental Accounting Standards Board (GASB) of the Financial Accounting Foundation, and in the format and with the content necessary in the opinion of the Auditor and Director of Financial Services to qualify for the Certificate of Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association of the U.S. and Canada (GFOA).

3. REPORTS TO BE ISSUED:

A. CAFR (Comprehensive Annual Financial Report)

A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States is to be issued. Reports of examination of the financial statements must:

- (a) state the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards; and,
- (b) must include an opinion as to whether the statements conform to accounting principles generally accepted in the United States.

In addition to the financial statements, Auditor shall prepare the City's Comprehensive Annual Financial Report (CAFR) with the assistance of the Financial Services Department staff, Auditor shall provide clerical assistance to the City regarding revision.

If components units are identified, they are to be audited as part of the audit of the financial statements of the City of Missouri City. Financial information for these units is to be included in the comprehensive annual financial report of the City if Missouri City. No separate financial statements will be issued for these units.

Auditor will be responsible for printing final document and providing an electronic copy.

B. Management Letter

A report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk is to be issued. The management letter shall detail audit findings and recommendations affecting financial statements, internal controls, accounting, data processing systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters.

This letter shall be addressed to the Honorable Mayor and Members of the City Council. The management letter shall be reviewed in draft form with the Director of Financial Services and the City Manager in order to determine that the observations reflect an accurate understanding of the City's systems and procedures.

The Auditor shall report any significant deficiencies in the design or operation of the internal control structure, which could adversely affect the City's ability to record, process, summarize, and report financial data consistent with assertions of management in the financial statements. In addition, the Auditor shall report significant opportunities for internal control improvements or increased efficiencies requiring intervention by city management and/or the City Council.

Additionally, the Auditor shall be required to make an immediate written report to the City Manager and City Council Audit Committee Chair of all material irregularities and illegal acts or indications of illegal acts of which the Auditor becomes aware.

The Auditor will prepare and print the management letter, 20 copies of which will be furnished to the City.

C. Reporting to City Council

Auditors shall assure themselves that the City Council is informed of each of the following:

- (a) The Auditor's responsibility under generally accepted auditing standards.
- (b) Significant accounting policies.
- (c) Management judgments and accounting estimates.
- (d) Significant audit adjustments.
- (e) Other information in documents containing audited financial statements.
- (f) Disagreements with management.
- (g) Management consultation with other accountants.
- (h) Major issues discussed with management prior to retention.
- (i) Difficulties encountered in performing the audit.

4. **SPECIAL CONSIDERATIONS**

The City has earned the Certificate of Achievement for Excellence in Financial Reporting awarded by the Government Finance Officers Association of the U.S. and Canada since 1982 and it is the City's objective to retain the Certificate. The Auditor shall also accept this as an objective and shall provide all reasonable assistance and advice to the City to ensure the retention of the Certificate.

The Auditor shall have the City's CAFR reviewed by at least one of the firm's GFOA Special Review Committee members prior to its final printing.

The City does not have a mandatory auditor rotation policy, but prefers audit firm capable of rotating auditors at least every two years.

The City anticipates that during the course of the engagement one or more official statements will be prepared in connection with the sale of debt securities, which will contain the basic financial statements and the Auditor's report thereon. The Auditor may be required, if requested by the City, financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as well as any necessary "comfort letters."

5. WORK PAPER RETENTION AND ACCESS TO WORK PAPERS

All work papers and reports must be retained, at the Auditor's expense, for a minimum of five years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make the work papers available, upon request, to representatives of federal and state agencies and the City. Auditor will provide a final trial balance in excel format, copies of work papers and supporting schedules, and details for all schedules or documents requested by the City within 30 days of issuing the final report.

In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review work papers relating to matters of continuing accounting significance.

6. CONFERENCES

The following conferences are to be conducted with the Director of Financial Services or other City personnel as needed:

1. Entrance conference prior to interim work with City Council Finance and Services Committee.
2. Exit conference at conclusion of interim work.
3. Entrance conference at beginning of fieldwork.
4. Progress conferences as requested during fieldwork.
5. Exit conference at end of fieldwork with City Manager, Director of Financial Services and then with City Council Finance and Services Committee.
6. Conference when draft copy of management letter is prepared.
7. Presentation to City Council.

The audit Partner and/or Manager will be present at the City Council meeting when the Comprehensive Annual Financial Report is presented to the full City Council to answer any questions of the Council.

**SECTION III. - ASSISTANCE PROVIDED TO THE AUDITOR AND
REPORT PREPARATION**

1. FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The Financial Services Department staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City. Clerical support will be made available to the Auditor for the preparation of routine letters, confirmations, and memoranda.

2. ELECTRONIC DATA PROCESSING (EDP) ASSISTANCE

Any requirements for computer time and/or system documentation will be coordinated through the Director of Financial Services.

3. PRIOR AUDIT

Whitley Penn, L.L.P. has conducted the audits of the City for several years. The opinions have been unqualified for this period. Whitley Penn, L.L.P. should be contacted for your review of the prior audit workpapers.

4. STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF

City staff will prepare and provide, but not limited to, the following statements and schedules for the Auditor:

- Trial Balances
- Accounts Receivable Schedules
- Accounts Payable Schedules
- Payroll Schedules
- Fixed Asset Listing

Asset Additions and Deletions

The Director of Financial Services and the Auditor will decide at the interim and fieldwork conferences other work papers and documents that are to be prepared by the City to include sections of the Comprehensive Annual Report including footnotes, required supplemental information, the introductory and statistical sections, the letter of transmittal and management's discussion and analysis .

5. WORK AREA, TELEPHONES, PHOTOCOPYING AND FACSIMILE MACHINES

The City shall provide the space and facilities necessary for the Auditor to conduct the examination. In addition, all information, data, reports, and records necessary for carrying out the work shall be furnished to the Auditor and the City shall cooperate with the Auditor in every reasonable way to ensure timely completion of the audit. The Auditor will also be provided with access to one telephone line, photocopying facilities, and a facsimile machine.

SECTION IV - SUBMITTAL INSTRUCTIONS

All qualifications are due to the City of Missouri, City Hall no later than the due date posted on the first page of the RFQ. Qualifications shall be sealed in an envelope, labeled as follows:

**City of Missouri City, Texas
1522 Texas Parkway
Missouri City, Texas 77489
RFQ 19-048 - Auditing Services**

The firm shall submit one (1) original and five (5) copies, along with one (1) electronic thumb drive containing the **entire** submission, in readable .pdf format.

Qualifications must include the cover sheet of this RFQ and be signed by the auditor with his or her signature in full. When an auditor is a partnership, the qualifications shall be signed in the name of the partnership by one or more of the partners. When an auditor is a corporation, the officer signing shall sign their name and give the title. The qualifications shall also bear the seal of the corporation.

All inquiries prior to the due date of the RFQ shall be emailed to Shannon Pleasant, Procurement & Risk Manager shannon.pleasant@missouricitytx.gov. The deadline for submitting questions is noted on the ESTIMATED PROJECT SCHEDULE.

1. PRE-SUBMISSION CONFERENCE: (NON-MANDATORY)

A pre-submission conference will be conducted in the City of Missouri City Hall City Council Chambers at 10:00 AM (CST), **March 11, 2019 at 3:00PM**. The purpose of the conference is to answer any questions prospective auditors may have relating to the RFQ. Attendance at the conference is recommended but not mandatory.

2. SUGGESTED FORMAT OF RESPONSE

To simplify the review process and obtain the maximum degree of comparison, the qualification should be organized in the following manner:

- A. Title Page:
Show the RFQ subject, the name of the auditor's firm, local address, telephone number, name of contact person, and the date.
- B. Table of Contents:
Include a clear identification of the material by section and by page number.
- C. Letter of Intent:
A signed letter of intent briefly stating the auditor's understanding of the work to be performed and a positive commitment to perform the work within the time period required should be included. Such letter of intent should also state why the

firm believes itself to be best qualified to perform the engagement and that the submission is a firm and irrevocable offer for 120 days.

D. Detailed Statement of Qualifications:

The detailed qualifications should follow the order set forth in this RFQ.

Submittals received after the due date will not be accepted. The City of Missouri City is not responsible for submittals that are not properly marked or are delivered to the incorrect address.

3. TECHNICAL STATEMENT OF QUALIFICATIONS

The firm shall demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of the RFQ. As such, the substance of Qualifications will carry more weight than their form or manner of presentation. The Statement of Qualification should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFQ requirements.

Interested firms are encouraged to use their own preferred style and format in preparing a Statement of Qualification. However, it is suggested that the Statement of Qualification include at least the following arranged accordingly. There should be no dollar units or total costs included in the Technical Statement of Qualification document.

The Technical Statement of Qualification should address all the points outlined in the RFQ (excluding any cost information which should only be included in the Compensation Statement of Qualification document). The Statement of Qualification should be prepared simply and economically, providing a straightforward and concise description of the Auditor's capabilities to satisfy the requirements of the RFQ. While additional data may be presented, the following subjects, item Nos. 1 through 9, must be included. They represent the criteria against which the Statement of Qualification will be evaluated.

A. Independence

The firm should provide an affirmative statement that it is independent of the City as defined by the U.S. General Accounting Office's Government Auditing Standards as to relationships between the City and its management and members of your firm, and with regard to any other work performed by the firm for the City that might impair the firm's independence and objectivity.

The firm should also list and describe its professional relationships involving the City or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

B. License to Practice in Texas

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas.

C. Firm Qualifications and Experience

The Statement of Qualification should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and a part-time basis. State whether your firm is local, regional, national, or international. State the number of partners, managers, supervisors, seniors, and other professional staff employed at the local office. Describe the range of activities performed by the local office such as auditing, accounting, tax service, or management advisory services. Describe the local office's capability to audit computerized systems, including the number and classification of personnel skilled in computer science who will work on the audit.

The firm should demonstrate, both locally and firm-wide, a commitment to governments by participation in Special Review Committees of the GFOA Certificate of Achievement program and active participation in the governmental accounting standards process.

If the Auditor is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal Auditor should be noted, if applicable.

The Auditor is also required to submit a copy of the report on its most recent external quality control review, with a statement as to whether that quality control review included a review of specific government engagements.

The Auditor shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Auditor shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. Please identify any litigation involving the local office.

Indicate the strengths of your firm in general, and more specifically, your local office. Being specific, indicate how your audit philosophy differs from that of other firms. Indicate the strategy for the future of your local office and in what areas you will be investing resources.

Indicate which major clients and local government clients (if not major) you have gained/lost in the local office in the past three (3) years and why they were lost. Describe the rate of audit staff turnover in the local office due to resignations or terminations in the past 24 months.

Describe why the City would be important to your firm and to the local office as a client. Discuss your policies regarding staff education and development. Indicate which universities are the major sources of new staff for the local office.

D. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Texas. Indicate areas of specialty: audit, tax, management advisory services, etc. Indicate the ratio of audit managers and other staff to audit partners in the local office.

The Auditor should provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. Include resumes as an appendix. Clearly indicate what specific responsibility each individual will have. Provide information as to what time commitment or workload is presently assigned to each person who will be working on this engagement. The firm should also indicate how the quality of staff over the term of the agreement will be assured.

Indicate your firm's policy in rotating partners and managers. Indicate what commitments your firm will make to the City's management and financial employees with respect to accessibility of the partners and managers assigned to this engagement.

E. Prior Engagements with the City of Missouri City and Fort Bend County

The firm should list separately any and all engagements performed for the City and other entities within the City limits or its E.T.J. and within the last five (5) years. For each engagement, the firm should indicate the scope of work, date, engagement, partners, total hours, and the location of the firm's office from which the engagement was performed.

F. Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in the RFQ. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date of engagement, partners, total hours, and the name and telephone number of the principal client contact.

G. Specific Audit Approach

The Statement of Qualification should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section II of the RFQ. In developing the work plan, reference should be made to such sources of

information as the City's budget and related materials, organization charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of audit software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the City's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

H. Identification of Anticipated Potential Audit Problems

The Auditor should identify and describe any anticipated potential audit problems, the firm's approach to resolving these types of problems, and any special assistance that will be required from the City of Missouri City and its staff.

I. Additional Information

Any additional information the Auditor considers essential to the Statement of Qualification should be included in this section. If there is no additional information to present, state "There is no additional information we wish to present."

J. Contractual Arrangements

The contract to be awarded by the City for audit services, as identified in the RFQ, will be for a period of five years, subject to: 1) an annual review, 2) the satisfactory negotiation of terms (including a price acceptable to both the City and the selected firm), and 3) the annual availability of an appropriation approved by City Council.

The primary purpose of the examination is to express an opinion on the financial statements. Conditions could be discovered which lead to the belief that material

errors, defalcations, or other irregularities may exist which require extended services. Please state your understanding of these conditions as part of the RFQ submission.

Include certification that the person signing the qualifications is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City by including the following verbiage:

I hereby certify that I have read all items of the Request for Qualifications and fully understand the requirements listed herein. I further certify that I am an authorized agent of the proposing Auditor empowered to submit the bid and authorized to sign a contract with the City of Missouri City.

SECTION V - COMPENSATION PROPOSAL

The firm shall submit one (1) copy of the compensation proposal in a separate sealed envelope marked as follows:

“Compensation Proposal Professional Auditing Services”

1. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

The Statement of Qualification should contain all pricing information relative to performing the audit engagement as described in the RFQ. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. Pricing should be itemized for:

- a. City of Missouri City Annual Audit of the Comprehensive Annual Financial Report including component units.
- b. Single Audit of the City of Missouri City.

2. RATES BY PARTNER, SUPERVISORY, AND STAFF LEVEL, AND TIME HOURS ANTICIPATED FOR EACH

Include a schedule of professional fees and expenses that support the total all-inclusive maximum price. The cost of special services described in the RFQ should be disclosed as separate components of the total all-inclusive maximum price.

3. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City to request the Auditor to render any additional services to either supplement the services requested in the RFQ or to perform additional work as a result of the specific recommendations included in any report issued during this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between

the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses.

4. MANNER OF PAYMENT

An initial payment of 25% of the total contract price may be made between August 1 and 30th, upon completion of the interim fieldwork. A second payment of 50% of the total contract price will be made at the end of the fieldwork. The final 25% of the total contract price will be paid upon issuance of the final reports.

5. SUBSEQUENT YEAR FEES

A proposed fee adjustment method for future contract years should be submitted.

SECTION VI - EVALUATION PROCESS

GENERAL PROCEDURE

The general procedure for soliciting and evaluating Request for Qualifications consists of:

- A. City will assign an Evaluation Committee to evaluate the qualifications received from respondents and prepare a short list of three to five submissions.
- B. Firms on the resultant short list may be invited to appear for separate presentations to the Committee. The personnel that will be assigned to the project will conduct the presentation. The presentation should define the respondents understanding of the project, set forth the approach to the project and establish the experience of the personnel assigned to the project.
- C. Following the Committee review of the presentations, a final ranking of the short listed firms will be prepared and authorization to negotiate is given. All short listed firms will be notified.
- D. Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with the City to develop a detailed proposed scope of work and a schedule of fees for that work. If the City staff is unable to successfully negotiate a contract with the top-ranking firm, then the City staff will proceed to meet with the second ranking firm and enter negotiations with that firm. This process will be repeated until a successful contract negotiation has occurred, or the City terminates the process.

SECTION VII - GENERAL TERMS AND CONDITIONS

1. NO CONTACT PERIOD

All inquiries regarding this solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Missouri City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any respondent. However, nothing in this paragraph shall prevent a respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2. KNOWLEDGE OF CONDITIONS

Before submitting Qualifications, auditors must carefully examine this Request for Sealed Statement of Qualification and inform themselves thoroughly as to all the difficulties involved in the completion of all work pursuant to the requirements of this document.

Pleas of ignorance of conditions or difficulties that may be encountered in the execution of the work pursuant to this document as a result of failure to make the necessary examinations or investigations shall not be accepted for any failures or omissions on the part of successful auditors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

3. EXCEPTIONS

All Qualifications must clearly and specifically detail all exceptions to the exact requirements imposed by this document. Such exceptions must be explained in the auditor's Statement of Qualification. Otherwise, the City shall consider the subject Statement of Qualification as being made in strict compliance with this document.

4. COMPLIANCE WITH LAWS

In all cases, the laws of the State of Texas shall apply to the Statement of Qualification process, the resultant contract and the contract performance. Auditor's performance of the work shall comply with applicable Federal, State and local laws, rules and regulations.

5. PATENTS AND ROYALTIES

Auditor, without exception, shall indemnify and hold harmless the City, its officers, and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademark, copyrighted, patented, or non-patented invention, process or article manufactured or used in the performance of the Contract, including its use by Missouri City, Texas. If the auditor uses any design, device or materials covered by patent, trademark, or copyright, it shall be mutually understood and agreed without exception that the Statement of Qualification prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

6. INDEMNIFICATION

Auditors shall indemnify the City, its officers, employees and agents and hold harmless the City from any liability, claims, suits, actions, causes of action, costs, expenses, charges or fees, including attorney's fees, for injury to any person (including death) or damage to or destruction of any property; and, any act of omission of auditor, its contractors, subcontractors, suppliers, or agents, in connection with or arising out of, whether directly or indirectly, this agreement.

Further, Auditor agrees, at its own expense, to indemnify and hold harmless the City and to defend or to provide for such defense, at the City's option, from any and all claims or liability arising from or based upon the alleged violation of any applicable laws, ordinances or regulations and all suits and actions of every name and description that may be brought against the City which result from any operation or activity under this Contract to be awarded whether such activity or operation be performed by Auditor or subcontractor or by anyone directly or indirectly employed by, or under a contract with, either.

7. PREPARATION COSTS

The City of Missouri City will not be liable for any costs associated with the preparation, transmittal, or presentation of any Qualifications or material submitted in response to the RFQ.

8. OWNERSHIP

All responses and accompanying documentation will become the property of the City of Missouri City.

9. PROPRIETARY INFORMATION

Information construed as proprietary by a submitting auditor must be marked as such and will be so regarded by the City of Missouri City. Subject to Texas Open Records Act, Texas Government Code, Chapter 552, the City will treat such information as confidential to the extent permitted by law and the City agrees to withhold any such information and request an opinion from the Attorney General should another party request such data. City shall

abide by the decision of the Attorney General. Such information should be submitted in a separate folder attached to the qualifications and referred to appropriately in the Qualifications. For the Qualifications to be valid, however, all information must be available for review by approval bodies as required by the City of Missouri City. Viewing of information designated as proprietary by such bodies will not be construed to violate the constraints of proprietary information.

10. REFERENCES

Auditors submitting Qualifications shall submit the names, addresses, email addresses, contact persons, phone numbers, size and scope of contract, and dates of a minimum of three (3) local governments in which the auditor has provided similar services.

11. SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the following sites:

<https://www.demandstar.com/Default.asp> or <http://www.txsmartbuy.com/sp>

12. IMPLEMENTATION OF HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Any and all resultant contracts of this RFQ will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill 1295 Certificate of Interested Parties. Login Information, Forms, and Certification download may be obtained at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the instructional video for Business Entities and review the FAQ's prior to proceeding with the filling. A certification will require the respondent to enter a contract/solicitation number in Box 3. That number for this solicitation is **RFQ No. 19-048**

13. VALIDITY OF RESPONSE

The response submitted shall be valid for a period for up to one hundred twenty days (120) days after the due date for negotiation, acceptance and award by the City.

14. CONTRACT

The City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is attached under separate cover.

The remainder of the page was left intentionally blank



Purchasing

1522 Texas Parkway
Missouri City, Texas 77489-2170

Phone: (281) 403-8500
www.missouricitytx.gov

**ADDENDUM NO. 1 FOR REQUEST FOR QUALIFICATIONS NO. 19-048
FOR PROFESSIONAL AUDITING SERVICES
DUE DATE: APRIL 2, 2019 AT 2:00 PM**

March 8, 2019

The City of Missouri City, Texas is now issuing the following addendum:

1. Question: I was wondering if there was going to be a call-in option for the pre-submission conference for RFQ No. 19-048 on Monday March 11th at 3pm. If there is, can you please send me the call-in number? Any assistance you can provide is greatly appreciated.

Response: No there will not be a call in option; however, the presentation will be posted to our solicitation websites: www.txsmartbuy.com or www.demandstar.com. Questions that are asked at the pre-submission conference must be submitted in writing, so they can be posted later as an addendum.

2. Question: Was a Single Audit report issued for FY17? If so, may we have a copy?

Response: No

3. Question: Is a Single Audit report going to be issued for FY18?

Response: No

4. Question: Is a Single Audit report anticipated for FY19?

Response: It's possible. It depends on receiving approved project worksheets and funding from FEMA for Harvey related expenditures.

5. Question: For FY17, how many adjusting journal entries were there?

Response: There were 11 adjusting journal entries in FY2017.

6. Question: For FY17, was a management letter issued?

Answer: Yes. It is attached to this addendum.

7. Question: What were the audit fees for the past 2 fiscal years?

Response: Fee schedules were as follows:

	FY2017	FY2018
Financial Statement Audit	\$67,300	\$79,300*
Single Audit (First Major Program)	\$10,000	\$10,600
Each Additional Federal or State Major Program	\$5,400	\$5,800
Optional Report Writing Fee (Not to exceed)	\$20,000	\$20,000
*FY2018 Based on 15 month fiscal year		

December 4, 2017

To the Honorable Mayor and
Members of City Council
City of Missouri City

In planning and performing our audit of the basic financial statements of the City of Missouri City, Texas (the "City") as of and for the year ended June 30, 2017 in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered The City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of The City's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, significant deficiencies or material weaknesses may exist that have not been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the entity's internal control to be significant deficiencies:

Significant Deficiencies

Year End Closing Processes

Condition:

During the course of closing out the City's financial records for the fiscal year in order to prepare the Comprehensive annual report, numerous adjustments were required after City's trial balance was presented to the auditors in order for the financial statements to be materially correct. The correcting journal entries were proposed and prepared by both the auditors and city staff.

Recommendation:

We recommend the City staff prepare written procedures to instruct and direct staff on the steps necessary to complete the year end closing process. Ideally these procedures would include detailed procedures for each material balance and major class of transactions. The procedures should be specific to each position of the financial services staff and should provide for a specified position to review the completed procedures along with a standard for timely completion or calendar of events.

Reconciliation of Pooled Investments

Condition:

At year end, the City was required to make a large adjustment to agree the aggregate balances in individual funds to the cumulative balance in the pooled cash and investment fund primarily for changes in the fair value of investments. This adjustment was necessary in order to correctly present the balances of pooled cash and investments in the individual funds in the financial statements.

Recommendation:

We recommend the City Staff compare the pooled cash and investment balances (both aggregately and individually) in the fund financial statements to the pooled cash and investment account on a monthly basis. Further, an analysis of adjustments to individual or collective accounts due to market fluctuations should be made on a monthly basis and adjusted in the general ledger as appropriate.

Reconciliation of Accounts Payable

Condition:

Accounts payable detailed listings generated by the City's financial management system did not agree to the aggregate fund information contained in the general ledger. This condition appears to be the result of not reversing prior period closing and audit entries.

Recommendation:

We recommend the City Staff reconcile general ledger control accounts payable balances to the detailed accounts payable subsidiary ledger on at least a monthly basis. This reconciliation process would include agreement of the control accounts to the detailed listings, adjusting the control accounts to the reconciled detail balances and review of the results by supervisory personnel.

To the Honorable Mayor and
Members of City Council
City of Missouri City
December 4, 2017
Page 3 of 3

The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Whitley Penn LLP



Purchasing

1522 Texas Parkway
Missouri City, Texas 77489-2170

Phone: (281) 403-8500
www.missouricitytx.gov

**ADDENDUM NO. 2 FOR REQUEST FOR QUALIFICATIONS NO. 19-048
FOR PROFESSIONAL AUDITING SERVICES
DUE DATE: APRIL 2, 2019 AT 2:00 PM**

March 15, 2019

The City of Missouri City, Texas is issuing the following addendum:

1. Does the City anticipate providing any new services to the Community or entering into any new contracts for the FY 2019?

Response: Yes

2. Does the City anticipate any new significant grants?

Response: No, excluding FEMA reimbursements attributable to Harvey

3. Does the City receive any significant state funding?

Response: Current combined state grant awards are less than \$150,000.

4. When does the City prefer to have interim and yearend fieldwork take place?

Response: Interim during the period of July-August, and Year-End December-January

5. When will the FY 2018 CAFR be issued?

Response: Scheduled to be presented to City Council on March 18, 2019

6. Is the City anticipating any significant changes in software?

Response: The City plans to implement the Purchasing Card and Contract modules within our current enterprise resource planning software, Munis.

7. What could the auditors have done to make your experience better?

Response: The City will respectfully decline a response to this question since it is not relevant to the scope of work of the solicitation and will have no impact on the quality your submission.

8. What did the auditors do well?

Response: The City will respectfully decline a response to this question since it is not relevant to the scope of work of the solicitation and will have no impact on the quality your submission.

9. In your RFQ Auditing Services No. 19-048, it states, the City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is attached under separate cover. Would you please let me know where I can find that contract copy?

Response: The attachment "Sample Contract" is on each posting at our bidding websites www.txsmartbuy.com and www.demandstar.com

10. Please help us understand why you decided to issue an RFQ at this time?

Response: The City's contract with our current Auditors will be expiring this year.

11. Are the current auditors being included in the RFQ process?

Response: The current auditors will be allowed to submit their qualifications to this solicitation.

12. What were the fees for the last year? And are they an accurate representation of historical fees year-to-year?

Response: See Addendum No. 1

13. What are your key concerns about the audit and what is most important to you in your selection of an auditor?

Response: It is important that we meet our charter requirements and comply with state law regarding filing the audit. Please see Section VI 3 of the RFQ for the selection criteria.

14. Do the auditors perform any additional services for you? From the RFQ:

Response: From time to time, the City may request the Auditor to perform other audits and reviews not specifically provided for under this section. If such a request is made, the Auditor shall submit, at the City's request, a separate Statement of Qualification for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional audits or reviews with whomever it may choose.

15. Please can you clarify which components of the report the City's staff will be assisting the auditors in drafting?

Response: Please see section II (3)A and Section III(4). The Auditor will be responsible for preparing the Comprehensive Annual Financial Report. The components prepared by the City will depend upon the resources and abilities of the Auditor. In the past, the City has assisted with preparing statistical information, the Transmittal Letter, and notes.

16. How many days/weeks are usually scheduled for interim and final fieldwork?

Response: It depends upon the resources of the audit firm, scheduled time has ranged from 1-2 weeks for both interim and final fieldwork.

17. What are your expectations regarding timing of interim and final fieldwork plus delivery of the report?

Response: We will work with the selected audit firm to schedule interim and final fieldwork with the requirement to deliver the final report prior to the statutory deadline and in accordance with the Council's meeting schedule.

18. Can any portion of the audit be performed remotely?

Response: The proposer is responsible for outlining the audit approach in their response to the RFQ.

19. What is the IT environment like, you mentioned the City uses Munis/Incode/Energov/Activeweb- which systems/software are you using specifically for accounting and have you encountered any issues?

Response: The City uses Tyler Munis for Accounting. We have not encountered any issues that have impacted the audit process.

20. With regard to auditor rotation mentioned in the RFQ- which level(s) of the engagement team is the expected rotation to occur?

Response: Fieldwork

21. Have you experienced any significant changes in activities, funding or key personnel from the prior year? Or are you anticipating any major changes over the course of the contract?

Response: The City hired a new Financial Services Director in January 2019 and is in the process of hiring a new Assistant Director of Finance. There has not been a significant change in activities and/or funding and we are unable to predict future events.

22. How would you describe the internal controls environment? Have you had any issues in this area?

Response: Consideration of adequate internal accounting controls has been made in designing the City's accounting system. Internal accounting controls, instituted by the Financial Services Department as part of the accounting system, are designed to provide reasonable assurances that assets are properly safeguarded against loss from unauthorized use or disposition, that financial records used in preparation of the financial statements are reliable, and that accountability for the City's assets is maintained. Please refer to section II(3)B of the RFQ.

23. How are you preparing for the implementation of GASB 84?

Response: At this time, the City has not identified any fiduciary activities. The Auditor's assistance and consultation will be required in implementing new Governmental Accounting Standards Board and Financial Accounting Standards Board statements at the earliest possible date, even if prior to the required effective date.

24. Do finance staff receive ongoing training on accounting and other matters relevant to financial reporting? Is this something that you could use assistance in?

Response: Staff receives ongoing training, please see the section of the RFQ regarding Independence. The RFQ is for auditing services, not training.

RFQ No. 19-048 Professional Auditing Services

	Technical Statement of Qualifications	Maximum Individual Points	Maximum Combined Points	Weaver & Tidwell	McConnell & Jones	BKD CPAs and Advisors	Belt Harris Pechacek, LLLP	Pattillo, Brown & Hill
A.	<p>Independence</p> <p>The firm should provide an affirmative statement that it is independent of the City as defined by the U.S. General Accounting Office's Government Auditing Standards as to relationships between the City and its management and members of your firm, and with regard to any other work performed by the firm for the City that might impair the firm's independence and objectivity.</p> <p>The firm should also list and describe its professional relationships involving the City or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.</p>	5	25	25	25	25	25	25
B.	<p>License to Practice in Texas</p> <p>An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas.</p>	5	25	25	25	25	25	25
C.	<p>Firm Qualifications and Experience</p> <p>The Statement of Qualification should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and a part-time basis.</p>	25	125	115	107	108	107	94
D.	<p>Partner, Supervisory and Staff Qualifications and Experience</p> <p>The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Texas. Indicate areas of specialty: audit, tax, management advisory services, etc. Indicate the ratio of audit managers and other staff to audit partners in the local office.</p>	15	75	70	63	67	64	61
E.	<p>Prior Engagements with the City of Missouri City and Fort Bend County</p> <p>The firm should list separately any and all engagements performed for the City and other entities within the City limits or its E.T.J. and within the last five (5) years. For each engagement, the firm should indicate the scope of work, date, engagement, partners, total hours, and the location of the firm's office from which the engagement was performed.</p>	5	25	15	21	15	17	17
F.	<p>Similar Engagements with Other Governmental Entities</p> <p>For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in the RFQ. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date of engagement, partners, total hours, and the name and telephone number of the principal client contact.</p>	10	50	48	39	33	44	46
G.	<p>Specific Audit Approach</p> <p>The Statement of Qualification should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section II of the RFQ. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organization charts, manuals and programs, and financial and other management information systems.</p>	25	125	117	108	109	108	102
H.	<p>Identification of Anticipated Potential Audit Problems</p> <p>The Auditor should identify and describe any anticipated potential audit problems, the firms approach to resolving these types of problems, and any special assistance that will be required from the City of Missouri City and its staff,.</p>	5	25	25	22	25	13	19
I.	<p>Additional Information</p> <p>Any additional information the Auditor considers essential to the Statement of Qualification should be included in this section.</p>	5	25	24	19	21	19	21
TOTAL SCORE		100	500	464	429	428	422	410



CITY COUNCIL AGENDA ITEM COVER MEMO

June 3, 2019

To: Mayor and City Council
Agenda Item: 10(a) Ordinance establishing temporary maximum speed limits for certain school zones located within the City for summer schools
Submitted by: Cliff Brouhard, P.E., PTOE - Assistant Director of Public Works

SYNOPSIS

Pursuant to Chapter 58 of the Missouri City Code, maximum prima facie speed limits in the City are to be adopted by ordinance. This proposed ordinance establishes speed limits for certain school zones in the City, including designated locations and times, and provides a penalty for the enforcement of such speed limits.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

- Fort Bend ISD has established a summer school schedule for 2019 summer sessions.
- Summer school is offered at four Missouri City schools, as follows:
 - Armstrong Elementary School – June 10 – June 27, 2019, Monday – Thursday; summer school is held from 8:00 am – 12:00 pm;
 - Palmer Elementary School – June 17 – 27, 2019, and July 15 – August 21, 2019, Monday – Thursday; summer school is held from 8:30 am – 12:30 pm;
 - E.A. Jones Elementary School – June 10 – 27, 2019, Monday – Thursday; summer school is held from 8:00 am – 12:00 pm.
 - Lantern Lane Elementary School – June 10 – 27, 2019, and July 8 – 18, Monday – Thursday; summer school is held from 8:00 am -2:00 pm;
- The designated school zone times and locations will be as follows:
 - Armstrong Elementary School: (Times 7:15 am – 8:00 am; 11:45 am – 12:30 pm)
 1. Independence Blvd. - 95 ft. west from the intersection of Independence Blvd. and Fifth St.
 2. Independence Blvd. - 782 ft. southeast from the intersection of Independence Blvd. and Revolution Way
 - Palmer Elementary School: (Times 7:45 am – 8:30 am; 12:15 pm – 1:00 pm)
 1. Crow Valley Dr. – from 430 feet Northeast of the intersection of Lake Olympia Pkwy and Crow Valley Dr. to 130 feet South of the intersection at Plantation Wood Ln. and Crow Valley.

2. Plantation Lakes Dr. – from 130 feet Southeast of the intersection of King Cotton Ln. and Plantation Lakes Dr. to 380 feet Northwest of the intersection of Harbour Pl. and Plantation Lakes Dr.
- E.A. Jones Elementary School: (Times 7:15 am – 8:00 am; 11:45 am – 12:30 pm)
1. Fifth St. – 150 ft. Southwest from intersection of Fifth St. and Martin Ln. to 50 ft. Northeast from the intersection of Fifth St. and Louisiana St.
 2. Louisiana St. – From the intersection of First St. and Louisiana St. to Fifth St.
 3. Second St. – 125 ft. Northeast from the intersection of Second St. and Louisiana St. to Louisiana St.
 4. Third St. – 130 ft. Northeast from the intersection of Third St. and Louisiana St. to Louisiana St.
 5. School St. – 50 ft. Southeast from the intersection of Hwy 90A (Eastbound lane) and School St. to First St.
 6. Martin Ln. – 50 ft. South from the intersection of Hwy 90A (Eastbound lane) and Martin Ln. to Fifth St.
 7. Glen Park Dr. – 150 ft. Southwest from the intersection of Martin Ln. and Glen Park Dr. to Martin Ln.
 8. Kirkwood Dr. – 105 ft. Southeast from the intersection of Fifth St. and Kirkwood Dr. to Fifth St.
 9. Carol Lynn Dr. – 175 ft. Southeast from the intersection of Fifth St. and Carol Lynn Dr. to Fifth St.
- Lantern Lane Elementary School: (Times: 7:15 am – 8:00 am; 1:45 pm – 2:30 pm)
1. Mission Valley Dr. – from 400 feet South of the intersection of Lantern Ln. and Mission Valley Dr. to 450 North of the intersection of Eastfield Dr. and Mission Valley Dr.
 2. Lantern Ln. – from 400 feet West of the intersection of Mission Valley Dr. and Lantern Ln. to 200 feet East of the second school driveway on the Westbound Lantern Ln.
 3. Crestview Ct. – from 100 feet of the intersection of Mission Valley Dr. and Crestview Ct. to Mission Valley Dr.
 4. Eastfield Dr. – from 95 feet East of the intersection of Mission Valley Dr. and Eastfield Dr. to Mission Valley Dr.

BUDGET ANALYSIS

No fiscal Impact on operational budget: minor sign changes, addition of time placards – in-stock materials will be utilized.

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. School Zone Maps

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
ESTABLISHING TEMPORARY MAXIMUM SPEED LIMITS FOR
CERTAIN SCHOOL ZONES LOCATED WITHIN THE CITY;
DESIGNATING LOCATIONS, DATES AND TIMES FOR SUCH
SCHOOL ZONES; PROVIDING FOR REPEAL; PROVIDING A
PENALTY; PROVIDING FOR SEVERABILITY; AND DECLARING
AN EMERGENCY.

* * * * *

WHEREAS, the City Council of the City of Missouri City finds it necessary to protect the health and safety of students, parents, faculty, and other residents by establishing temporary school zones that correspond to summer school programs in operation throughout Missouri City; now therefore,

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

Section 1. There are hereby established the following temporary school zones for the times, dates and locations as follows:

Armstrong Elementary:

Dates: June 10, 2019 – June 27, 2019, Monday through Thursday

Times: 7:15 am – 8:00 am; 11:45 am – 12:30 pm

Locations:

1. Independence Boulevard - 95 feet west from the intersection of Independence Boulevard and Fifth Street to 782 feet southeast from the intersection of Independence Boulevard and Revolution Way.

Palmer Elementary:

Dates: June 17, 2019 – June 27, 2019, Monday through Thursday

July 15, 2019 – August 1, 2019, Monday through Thursday

Times: 7:45 am – 8:30 am; 12:15 pm – 1:00 pm

Locations:

1. Crow Valley Drive – from 430 feet northeast of the intersection of Lake Olympia Parkway and Crow Valley Drive to 130 feet south of the intersection at Plantation Wood Lane and Crow Valley.
2. Plantation Lakes Drive. – from 130 feet southeast of the intersection of King Cotton Ln. and Plantation Lakes Dr. to 380 feet northwest of the intersection of Harbour Place and Plantation Lakes Drive.

Lantern Lane Elementary:

Dates: June 10, 2019 – June 27, 2019, Monday through Thursday
July 8, 2019 – July 18, 2019, Monday through Thursday

Times: 7:15 am – 8:00 am; 1:45 pm – 2:30 pm

Locations:

1. Mission Valley Drive – from 400 feet south of the intersection of Lantern Lane and Mission Valley Drive to 450 north of the intersection of Eastfield Drive and Mission Valley Drive.
2. Lantern Lane – from 400 feet west of the intersection of Mission Valley Drive and Lantern Lane to 200 feet east of the second school driveway on the westbound Lantern Lane.
3. Crestview Court – from 100 feet of the intersection of Mission Valley Drive and Crestview Court to Mission Valley Drive.
4. Eastfield Drive – from 95 feet east of the intersection of Mission Valley Drive and Eastfield Drive to Mission Valley Drive.

E.A. Jones Elementary School:

Dates: June 10, 2019 – June 27, 2019, Monday through Thursday

Times: 7:15 am – 8:00 am; 11:45 am – 12:30 pm

Locations:

1. Fifth Street – 150 feet. southwest from intersection of Fifth Street and Martin Lane to 50 feet northeast from the intersection of Fifth Street and Louisiana Street.
2. Louisiana Street – From the intersection of First Street and Louisiana Street to Fifth Street.
3. Second Street. – 125 feet. northeast from the intersection of Second Street and Louisiana Street to Louisiana Street.
4. Third Street – 130 feet northeast from the intersection of Third Street and Louisiana Street to Louisiana Street.
5. School Street – 50 feet southeast from the intersection of Hwy 90A (eastbound lane) and School Street to First Street.
6. Martin Lane. – 50 feet south from the intersection of Hwy 90A (eastbound lane) and Martin Lane to Fifth Street.
7. Glen Park Drive – 150 feet southwest from the intersection of Martin Lane and Glen Park Drive to Martin Lane.

8. Kirkwood Drive – 105 feet southeast from the intersection of Fifth Street and Kirkwood Drive to Fifth Street.
9. Carol Lynn Drive. – 175 feet southeast from the intersection of Fifth Street and Carol Lynn Drive to Fifth Street.

Such temporary school zones as described above are depicted in Exhibit “A,” which is attached hereto and made a part hereof.

Section 2. The prima facie maximum speed limit for each street in a temporary school zone shall be 15 miles per hour less than the posted maximum speed limit, or if no speed limit is posted, 15 miles per hour less than the prima facie speed limit of such street, but in no event shall such temporary school zone speed limit be less than 20 miles per hour. Such prima facie speed limits are hereby declared to be reasonable and safe, and to be effective on those days when the school which is situated adjacent thereto is in session during the dates as set forth herein.

Section 3. *Repeal.* All ordinances or parts of ordinance, if any, in conflict herewith, shall be and are hereby expressly repealed to the extent of such conflict only.

Section 4. *Penalty.* Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00). Each such violation shall constitute a separate offense.

Section 5. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or 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.

Section 6. The fact that these new and amended school zones are needed creates an emergency for which the immediate preservation of the public peace, health, safety and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED, APPROVED and ADOPTED on first and final reading this 3rd day of June, 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"

FT BEND COUNTY ANNEX

Missouri City Middle

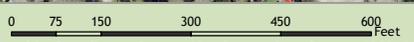
E.A. Jones Elementary

Map By:
GIS Division
May 2017

Speed Zones
Missouri City Middle School
and E.A. Jones Elementary

Legend

 20 MPH School Zone



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.



Exhibit "A"

Independence Blvd

Dr Lynn Armstrong Elementary School

Rosas St

Bowen St

Barker St

Guadalupe Rd

5th St

Rothwell St

Revolution Way

Thomas Paine Dr

John Locke Ln

Map By:
GIS Division
May 2018



Speed Zone
Dr Lynn Armstrong
Elementary School

Legend

◆ 25 MPH School Zone



0 100 200 400 600 800 Feet

Geographic Coordinate System North American Datum 1983 (NAD83)

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Map By:
GIS Division
May 2016

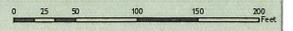


Speed Zone
Palmer Elementary

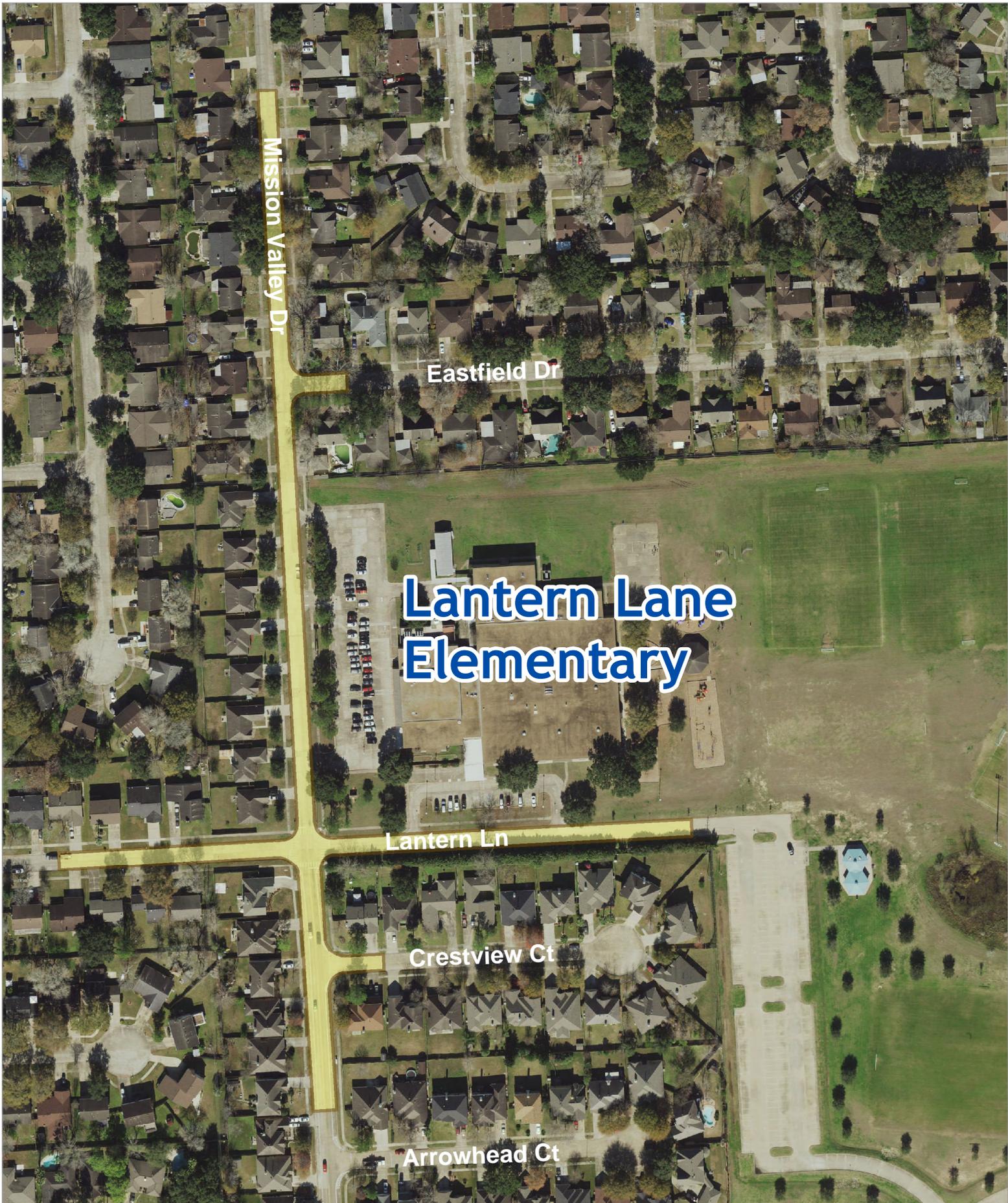
Legend



20 Mph School Zone



Geographic Coordinate System North American Datum 1983 (NAD83)
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Lantern Lane Elementary

Map By:
GIS Division
May 2016



Speed Zone
Lantern Lane
Elementary

Legend



20 Mph School Zone

0 25 50 100 150 200 250
Feet



Geographic Coordinate System North American Datum 1983 (NAD83)
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CITY COUNCIL AGENDA ITEM COVER MEMO

June 3, 2019

To: Mayor and City Council

Agenda Item: 11(a) Consider approval of a resolution authorizing signatories for executing contracts and documents requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) through the Texas General Land Office.

Submitted by: Shashi K. Kumar, P.E. – Director of Public Works/City Engineer

SYNOPSIS

The Texas general Land Office is dedicated to assisting Texas Cities in disaster recovery process. The City received application approval from the GLO to utilize allocated CDBG-DR infrastructure funding in the amount of \$300,545.84 towards the installation of flood gauges. Commencement of the contract requires Council approval of this resolution.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Quality development through buildout.
- Create a great place to live

BACKGROUND

The City's contract with the Texas General Land Office (GLO) became effective February 27, 2019. The Community Development Block Grant – Disaster Recovery (CDBG-DR) 2016 Infrastructure Project (DR-4266, DR-4269 and DR-4272) in the amount of \$300,545.84 will be used to install nine (9) flood warning/alert gauges to aid in providing early warning of potential flooding. These funds are provided by the U.S. Department of Housing and Urban Development (HUD) and being disbursed thru the GLO.

It is estimated that approximately 7,045 households would benefit from these flood gauges across the City, including areas within the CDBG boundaries. Installation of flood warning devices, such as those proposed, greatly minimizes flood risk within the community. Reduced flood losses further enhances quality of life and contributes towards the growth of our local economy. The proposed project is located within CDBG boundaries within the City limits. Watershed boundaries extend past the CDBG boundaries: Fondren Census Tract 423600 Block 2 & 4; Hunter's Glen Census Tract 4670500 Block 2; Lexington/Murphy Rd Census Tract 671100 Block 1, 2 & 3.

The resolution recognizes the city manager or his designee as signatories for executing related contracts and documents. Upon approval of the City's resolution authorizing signatories, requests for funds would then be made available based on a reimbursement (drawdown) process. The City will be required to maintain a detailed budget breakdown in the Texas General Land Office Community Development and Revitalization's (GLO-CDR) official system of record.

BUDGET ANALYSIS

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

SUPPORTING MATERIALS

1. Proposed Signatory Resolution
2. CDBG-DR Contract No. 19-076-016-B365

STAFF'S RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager or his designee as signatories for executing contracts and documents requesting funds pertaining to the 2016 Flood Allocation of the Community Development Block Grant-Disaster Recovery Infrastructure Project within the City of Missouri City.

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

Assistant City Manager Approval: Bill Atkinson

RESOLUTION NO. R-19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROGRAM, TEXAS GENERAL LAND OFFICE CONTRACT NO. 19-076-016-B365.

* * * * *

WHEREAS, the City of Missouri City (the City) has received a 2016 Flood Allocation Community Development Block Grant-Disaster Recovery Program award to provide flood gauges; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office (GLO); and

WHEREAS, an original signed copy of the Community Development Block Grant-Disaster Recovery Program (CDBC-DR) Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and

WHEREAS, the City acknowledges that in the event that an authorized signatory of the City changes, the City Council of the City of Missouri City must provide the GLO with a resolution stating the new authorized signatory, and a revised CDBG-DR Depository/Authorized Signatories Designation Form; now, therefore,

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

Section 1. That the city manager of the City of Missouri City or, at his request, his designee, the assistant city manager or the director of Financial Services, are authorized to execute contractual documents between the Texas General Land Office and the City for the 2016 Flood Allocation Community Development Block Grant-Disaster Recovery Program.

Section 2. That the city manager of the City of Missouri City or, at his request, his designee, the assistant city manager or the director of Financial Services, are authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the 2016 Flood Allocation Community Development Block Grant Disaster-Recovery Program.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

Jamilah Way for E. Joyce Iyamu, City Attorney



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Reset Form

Subrecipient:

Contract Number:

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Name

Name

Title

Title

Reset Form

Subrecipient:

Contract Number:

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Name

Name

Title

Title

Signature

Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution

Address

City, State, Zip Code

Fund Account Number:

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Name

Name

Title

Title

Signature

Signature

Name

Name

Effective September 2018

Title

Title



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Signature

Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.



GLO CONTRACT NO. 19-076-016-B365
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2016 FLOOD ALLOCATION

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **CITY OF MISSOURI CITY** DUNS No. 083582882 (“Subrecipient”) (each a “Party” and collectively “the Parties,”) enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017, (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-16-DL-48-0001, awarded November 1, 2017, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, Activities defined in **Attachment A**, as applicable, in City of Missouri City (the “Project”). Subrecipient shall conduct the Project in strict accordance with this

Contract, including all Contract Documents listed in **SECTION 1.02** below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Application, the GLO shall subaward to Subrecipient an amount not to exceed **\$300,545.84**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks for Infrastructure Projects in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

All other funds obtained by Subrecipient, regardless of the source, which are utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statements, Budget, and Benchmarks for Infrastructure Projects
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation:

- (1)** 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

- (2) The Federal Register;
- (3) The State of Texas Action Plan for Disaster Recovery, as amended, found at <http://recovery.texas.gov/local-government/hud-requirements-reports/2016-floods-storms/index.html>; and
- (4) Other guidance documents posted at: <http://recovery.texas.gov/local-government/hud-requirements-reports/2016-floods-storms/index.html>.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, which documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided, which is the basis for the award of funding under this Contract.

“Benchmark” means the milestones identified in **Attachment A** which define deliverables required for release of funding throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“C.F.R.” means the United States Code of Federal Regulations.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“Certificate of Construction Completion” or “COCC” means a document to be executed by the Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project which, when fully executed, provides final performance measures for the project and indicates acceptance of the completed Project.

“Construction Documents” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued, if any.

“[Contract Documents](#)” means the documents listed in **SECTION 1.02**.

“[Deliverable\(s\)](#)” means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Equipment](#)” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

“[Event of Default](#)” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

“[Federal Assurances](#)” means Standard Form 424B (non-construction projects) or Standard Form 424D (construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the Department of Housing and Urban Development’s Federal Register Docket Nos. FR-5989-N-01, FR-6012-N-01, and FR-6039-N-01.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

“[Grant Completion Report](#)” means a report containing an as-built accounting of all projects completed under a CDBG-DR program, and all information required for final acceptance of deliverables and Contract closeout.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule, attached hereto as part of **Attachment A**, establishing project milestones Subrecipient must meet.

“[Infrastructure](#)” means a Project involving repairs to or replacement of public works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors.

“[Monthly Activity Status Report](#)” means Project Benchmark status reports required under **SECTION 4.02** of this Contract.

“[Performance Statement](#)” means the statement of work in **Attachment A**, which ties projects to a specific disaster event, provides specific Project details and location(s), and lists project beneficiaries.

“[Program](#)” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **SECTION 1.01(a)**, above, and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Subrecipient](#)” means City of Missouri City, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO to specified recipients, applicable to specific subject matter, and to which the addressed Program participants shall be subject.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term “including” is not limiting, and means “including, without limitation” and, unless otherwise expressly provided in this Contract,
- (d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO.”

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

- (l) Time is of the essence in this Contract.
- (m) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: **Attachment A, Attachment E, Attachment B, Attachment C, Attachment D, and Attachment F.**

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in electronic format, via email to DR.Billing@glo.texas.gov, or the GLO's System of Record, if specified by Technical Guidance Letter under this contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this contract, at a minimum, quarterly.

THE GLO MUST RECEIVE REIMBURSEMENT REQUESTS NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

Subrecipient shall make timely payments to its subcontractors and minimize the time between transferring funds from the State Treasury and disbursement of funds by the Subrecipient to its subcontractors.

Subrecipient shall submit final reimbursement requests to the GLO no later than sixty (60) days after this Contract expires. The GLO, in its sole discretion, may deny payment and deobligate remaining funds from the contract sixty (60) days after expiration.

2.03 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Activity, the GLO may deobligate any remaining Contract balance through a close-out letter. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during project

performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 4** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (0) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on April 16, 2021 (“Contract Period”), or upon the completion of all Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient’s failure to meet any Benchmark may result in termination under SECTION 3.02 below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, the withholding of payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If the Subrecipient fails to submit to the GLO in a timely manner and satisfactory manner any report required by this Contract, the GLO may, in its sole discretion, withhold any payments, pending the Subrecipient's correction of the deficiency.

(a) Forms

Subrecipient must execute the forms included in **Attachment B** and certifies by the execution of this Contract to all affirmations in **Attachment C**, confirming compliance with required state and federal laws applicable to the Contract.

- (i)** General Affirmations are found in **Attachment C**, and Subrecipient certifies by the execution of this Contract to all statements therein.
- (ii)** The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found at Page 1 of **Attachment B** and must be executed by Subrecipient.
- (iii)** The “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” is found at Page 3 of **Attachment B** and must be executed by Subrecipient.
- (iv)** If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the form prescribed in **Attachment F** (Monthly Activity Status Report), for each individual project identified in **Attachment A**. The Monthly Activity Status Report is due the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to Article 8.01 herein. Subrecipient shall submit Monthly Activity Status Reports via email to: DR.Status.Reporting@recovery.texas.gov.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a)** Funding for this Contract is appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017 (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms,

Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds are subject to recapture and repayment for non-compliance.**

- (b) **To participate in the CDBG-DR program, Subrecipient must have a data universal numbering system (DUNS) number, and a Commercial and Government Entity (CAGE) Code.**
- (c) **Subrecipient must report its DUNS number and CAGE Code to the GLO for use in various reporting documents. A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.sam.gov>

Assistance with this web site is available by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

SUBRECIPIENT SHALL CONDUCT, IN A SATISFACTORY MANNER AS DETERMINED BY THE GLO, THE ACTIVITIES AS SET FORTH IN THE CONTRACT. THE DISCRETIONARY RIGHT OF THE GLO TO TERMINATE FOR CONVENIENCE UNDER SECTION 3.02 NOTWITHSTANDING, THE GLO MAY RECAPTURE AND BE REIMBURSED BY SUBRECIPIENT FOR ANY PAYMENTS MADE BY THE GLO (I) THAT EXCEED THE MAXIMUM

ALLOWABLE HUD RATE; (II) THAT ARE NOT ALLOWED UNDER APPLICABLE LAWS, RULES, AND REGULATIONS; OR (III) THAT ARE OTHERWISE INCONSISTENT WITH THIS CONTRACT, INCLUDING ANY UNAPPROVED EXPENDITURES. THIS RECAPTURE PROVISION APPLIES TO ANY FUNDS EXPENDED FOR ANY INDIVIDUAL PROJECT THAT DOES NOT MEET A CDBG-DR PROGRAM OBJECTIVE AS SPECIFIED IN THE PERFORMANCE STATEMENT IN ATTACHMENT A.

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARK

To ensure full performance, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's funds until completion and acceptance by the GLO of all Activities identified in the Performance Statement and Budget in **Attachment A**. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Activities in accordance with the Contract Documents, requirements of the Contract, and all applicable law, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position the Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Before publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Contract that refer to HUD or any HUD bureau or employee. Subrecipient must submit the specific text, layout photographs, and other elements of the proposed release with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a)** All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits & Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the Monthly Report for the period during which they are obtained.**

8.02 INDEMNITY

- (a) **Each Party is liable for any personal injuries, property damage, or death resulting from its acts or omissions.**
- (b) **If the GLO is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from Subrecipient's acts or omissions, and for which the GLO is liable, if at all, only vicariously, then Subrecipient shall pay, on the GLO's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or suit, including judgment or verdict, arising out of or in connection with this Contract.**
- (c) **If the Subrecipient is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from GLO's acts or omissions, and for which the Subrecipient is liable, if at all, only vicariously, then GLO shall pay, on the Subrecipient's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or suit, including judgment or verdict, arising out of or in connection with this Contract.**

Attorneys Subrecipient retains to represent any interest of the GLO must be approved by the GLO and the Office of the Texas Attorney General.

Attorneys the GLO retains to represent any interest of Subrecipient must be approved by Subrecipient.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall

retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:

<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management at:

<https://www.sam.gov/>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO, upon the GLO's written. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient

shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Missouri City
1522 Texas Pkwy
Missouri City, Texas 77489-2170
Attention: Anthony Snipes

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or

any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed between the Parties. Subrecipient’s failure to mark as “confidential” or a “trade secret” any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release, to any requestor, the following information:

- The amount of CDBG-DR funds expected to be made available;
- The range of Activities that may be undertaken with CDBG-DR funds;
- The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient’s anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, to add or delete an Activity, and/or to extend the term of the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Contract, the GLO may deobligate any remaining balances by means of a close-out letter pursuant to **SECTION 2.03**. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during project performance by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, a final **Grant Completion Report** of all Activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Contract.

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.19 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses and the GLO will close the contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines. The GLO will notify Subrecipient via official closeout letter.

8.21 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.22 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreement into this contract via a Technical Guidance Letter.

8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the projects, including ensuring that project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 1. The amount of CDBG-DR funds expected to be made available;
 2. The range of Activities that may be undertaken with the CDBG-DR funds;
 3. The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 4. A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.
- (b) Complaint Procedures: Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in developing proposals for the use of CDBG-DR funds.
- (d) Subrecipient shall maintain a citizen participation file which includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.25 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section 8.25 shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the Floods of 2016. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

8.26 PROCUREMENT OF RECOVERED MATERIALS

(a) To the extent applicable, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. That meet contract performance requirements; or
- iii. At a reasonable price.

(b) To ensure maximum use of recovered/recycled materials per 2 CFR § 200.322, information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>, along with the list of EPA-designated items.

8.27 STATEMENTS OR ENTRIES

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Provider are, correct, accurate and complete.

SIGNATURE PAGE FOLLOWS

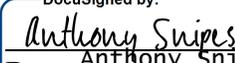
**SIGNATURE PAGE FOR GLO CONTRACT NO. 19-076-016-B365
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT – 2016 FLOOD ALLOCATION**

GENERAL LAND OFFICE

CITY OF MISSOURI CITY

DocuSigned by:

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:

By Anthony Snipes
Title: City Manager

Date of execution: 2/27/2019

Date of execution: 2/26/2019

OGC 
DD 
SDD 
DGC 
GC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statements, Budget, and Benchmarks for Infrastructure Projects
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report

ATTACHMENTS FOLLOW

CITY OF MISSOURI CITY
19-076-016-B365

PERFORMANCE STATEMENT

The 2016 Floods and Storms overwhelmed the City of Missouri City's (Subrecipient) drainage system. Heavy rainfall caused flooding of homes, businesses, and streets. The lack of an early flood warning/alert gauge system prohibited communication of potential flooding to the city's residents, threatening public health, safety, and welfare. The Subrecipient will install an early flood warning/alert gauge system to aid in early communication of potential flooding in the future and to support development of a more resilient community.

The Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant application to aid areas most impacted by the 2016 Floods and Storms. The persons to benefit from the activities described herein must receive the prescribed service or benefit and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$300,545.84. The Subrecipient will be required to maintain a detailed budget breakdown in the Texas General Land Office Community Development and Revitalization's (GLO-CDR) official system of record.

Flood and Drainage Facilities

Subrecipient shall install nine (9) flood warning/alert gauges to aid in providing early warning of potential flooding. Construction shall take place at locations throughout the city. Improvements total nine (9) public facilities.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Site #1 Willow @ Gessner	within ditch at 29.626055, -95.540947	1 Public Facility	6718.00	01
Site #2 Willow @Cravens	within channel at 29.62952, -95.533361	1 Public Facility	6718.00	01
Site #3 TxDOT Channel	within channel at 29.621328, -95.517562	1 Public Facility	6705.00	02
Site #4 Cangelosi @ Buffalo	within channel at 29.618051, -95.51695	1 Public Facility	6705.00	02
Site #5 Cangelosi @ Texas Parkway	within channel at 29.609217, -95.527051	1 Public Facility	6705.00 6712.00	02 01
Site #6 North Ditch	within ditch at 29.607081, -95.50964	1 Public Facility	6705.00 6705.00	01 02
Site #7 Stafford Run @ Court Road	within channel at 29.590857, -95.550335	1 Public Facility	6711.00 6711.00	02 03

Site #8 Ditch B-1	within ditch at 29.591251, -95.523487	1 Public Facility	6706.01 6706.01	02 03
Site #9 Lexington @ Hunters Trail	within ditch at 29.594351, -95.515497	1 Public Facility	6706.01 6706.01	03 04
These activities shall benefit twenty-one thousand eight hundred twenty (21,820) persons of which nine thousand one hundred ten (9,110), or forty-one and seventy-five hundredths percent (41.75%) are of low to moderate income.*				

* Missouri City is a FY 2018 Exception Grantee. LMI of at least 41.30% meets the national objective.

BUDGET

Activity No.	HUD Activity Type	Grant Award	Other Funds	Total
19-076- 016_MI_5_Missouri City	Rehabilitation/Reconstruction of Public Improvements	\$300,545.84	\$0.00	\$300,545.84
TOTAL		\$300,545.84	\$0.00	\$300,545.84

MILESTONES

Milestones	Not-To-Exceed Draw Percentages					
	Construction	Engineering	Grant Administration	Special Environmental	Environmental	Acquisition
Project Kick-Off Meeting and Start-up Package			15%			
Engineering Notice to Proceed		30%				
Environmental Notice to Proceed			30%			
100% Design Approved		60%				
Special Environmental Report Approved				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertise		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Builts/COCC/FWCR	100%	100%	95%			
Closeout Packet roved			100%			

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

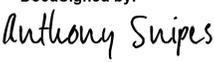
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by: 		City Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Missouri City		2/26/2019	

THIS FORM MUST BE EXECUTED

SF-424D (Rev. 7-97) Back

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

(See reverse for public burden disclosure)

4040-0013

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. Provider represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Provider does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law No. 114-223);

Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law No. 114-254);

Consolidated Appropriations Act, 2017 (Public Law No. 115-31);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301, *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

Guidance Documents: State of Texas Plan for Disaster Recovery ("2016 Action Plan") dated March 10, 2017, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions

specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. Part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended,

particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)); and

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*), particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture—7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

SPECIAL CONDITIONS

If applicable to the Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Activities anticipated

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Laws 114-223, 114-254, and 115-31, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

- i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as

prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. NON-RENTAL HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

The housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory Note at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Note will be forgiven at a rate of 33 percent per year, for the first two years, and 34 percent after the third year, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

- (1) If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are

breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year Note term, the repayment provisions of the promissory note and DOT shall be enforced.

- (2) If, during the three-year Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the three-year note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the three-year Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

O. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

P. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.



SUPPORTING DOCUMENTS



Search...

Catalog



Advanced



Open Market Requisition X0017075

Status: 1RRP - Ready for Purchasing

- General
- Items
- Vendors
- Address
- Accounting
- Routing
- Attachments(4)
- Notes(2)
- Reminders
- Summary

System Warning(s) ✕

Cloned requisition is [X0017079](#)

Cloned requisition is [X0017078](#)

Cloned requisition is [X0017076](#)

Vendor Validation Warnings ✕

No recommended vendor.

Item # 1: No vendor, and there is no recommended vendor at header level.

Header Information

Requisition Number: X0017075	Short Description: 2016 Flood Infrastructure Most Impacted Missouri City 19-076-016-B365	Status: 1RRP - Ready for Purchasing
Organization: Texas General Land Office and Veterans Land Board	Location: 26102 - INFRASTRUCTURE	Required By Date:
Department: 26000 - Community Development and Revitalization	Requisition Type: Open Market	Type Code:
Entered Date: 10/15/2018	Purchaser: Vonda White	Fiscal Year: 2019
Requestor: Jennifer Rodgers	Contact Phone: (512)463-5060	Alternate ID: 19-076-016-B365
Contact: Jennifer Rodgers	Print Format: Requisition print form	
Estimated Cost: \$300,545.84		
Solicitation Enabled: No		
Invoice Method: Three Way Match		
P-Card Desired: No		
Ship-to Address: Texas General Land Office and Veterans Land Board Stephen F Austin Building 1700 North Congress Ave Room B-30 Contact Name: Chris Symons Austin, TX 78701-1495 USA Email: chris.symons@glo.texas.gov Phone: (512)463-8264	Bill-to Address: Texas General Land Office Commuity Development and Revitalization Contact Name: Bonnie Kuhles PO Box 12873 Austin, TX 78711-2873 USA Email: DR.Billing@glo.texas.gov Phone: (512)475-5095	
Notes: VENDOR - City of Missouri City DUNS - 083582882 EIN - 74-6029035 17460290350 Anthony J Snipes anthony.snipes@missouricitytx.gov 281-406-8500 1522 Texas Parkway Missouri City, TX 77489 Shashi Kumar 281-402-8570		



Catalog



Advanced



Attachments

Agency Files: [Missouri City DUNS.pdf](#)
[Missouri City - Form 424.pdf](#)
[FINAL_2016 MI Missouri City Attach A.DOCX](#)
[Fort Bend 2016 MOD budget-5.pdf](#)

Agency Forms:

Vendor Files:

Vendor Forms:

Item Information ⊕

Approval Paths

Approval Path - DIR26102 - (INFRASTRUCTURE Director Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	1	Chelsea Buchholtz		1	12/04/2018 01:13 PM	12/07/2018 11:29 AM	Approved (Chelsea Buchholtz)	

Approval Path - DEP26000 - (Community Development and Revitalization Deputy Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	2	Pete Phillips	Heather Lagrone	1	12/07/2018 11:29 AM	12/07/2018 04:16 PM	Approved (Adrienne Green)	Approved per Pete Phillips

Approval Path - CDR26000 - (CDR Finance Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	3	Jeffrey Jandt	Bonnie Kuhles	1	12/07/2018 04:16 PM	12/10/2018 01:46 PM	Approved (Jeffrey Jandt)	



Catalog



Advanced



Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	4	Kevin Wallace	Susan Dow Paul Botello Adel Barrientos Amy Minor Jason Storey	1	12/10/2018 01:46 PM	12/10/2018 02:38 PM	Approved (Amy Minor)	Account code combo present in MIP
	5	Norma Flores	Angie Williams	2	12/10/2018 02:38 PM	12/10/2018 02:54 PM	Approved (Angie Williams)	

Approval Path - CHIEF - (CHIEF Clerk Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	6	David Repp		1	12/10/2018 02:54 PM	12/10/2018 06:40 PM	Approved (David Repp)	
	7	Mark Havens		2	12/10/2018 06:40 PM	12/10/2018 07:10 PM	Approved (Mark Havens)	

Approval Path - PROCURE - (Procurement Approval)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	8	Suzanne Loy		1	12/10/2018 07:10 PM	12/11/2018 11:35 AM	Approved (Suzanne Loy)	

Cancel Requisition

Clone Requisition

Print

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County: FORT BEND

Non-Housing

<i>Required</i>	Total	\$7,660,204.65	
	<i>Required</i>	<i>Required</i>	<i>Required</i>
City, County or Public Housing Authority	Total Allocation	Percentage of Total Regional Allocation	70% Low-to-Moderate Income Benefit Requirement
Fort Bend County	\$1,932,545.46	25.23%	\$1,352,781.82
Arcola	\$643,405.04	8.40%	\$450,383.53
Fulshear	\$415,865.54	5.43%	\$291,105.88
Katy	\$407,850.11	5.32%	\$285,495.07
Kendleton	\$702,296.25	9.17%	\$491,607.38
Missouri City	\$300,545.84	3.92%	\$210,382.09
Richmond	\$764,730.90	9.98%	\$535,311.63
Rosenberg	\$712,525.78	9.30%	\$498,768.05
Simonton	\$710,799.50	9.28%	\$497,559.65
Stafford	\$416,688.02	5.44%	\$291,681.61
Sugar Land	\$255,207.24	3.33%	\$178,645.07
Thompsons	\$397,744.97	5.19%	\$278,421.48
	\$7,660,204.65	100.00%	\$5,362,143.26
	Low-to-Moderate Income Benefit Requirement	70%	\$5,362,143

Housing

<i>Required</i>	Total	\$9,362,472.35	
	<i>Required</i>	<i>Required</i>	<i>Required</i>
City, County or Public Housing Authority	Total Allocation	Percentage of Total Regional Allocation	70% Low-to-Moderate Income Benefit Requirement
Fort Bend County	\$9,362,472.35	100.00%	\$6,553,730.65
	\$9,362,472.35	100.00%	\$6,553,730.65
	Low-to-Moderate Income Benefit Requirement	70%	\$6,553,731



**COMMUNITY DEVELOPMENT &
REVITALIZATION**

2016 Infrastructure Project Application
(DR-4266, DR-4269 and DR-4272)

Texas General Land Office
P.O. Box 12873, Austin, Texas 78711-2873
866-206-1084 or 512-475-5000
cdr@glo.texas.gov

City of Missouri City

APPLICANT NAME

Fort Bend

COUNTY

H-GAC

REGION

APPLICATION FOR CDBG-DR ASSISTANCE

OMB Approval No.0348-004J

1. TYPE OF SUBMISSION Application: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Pre-application: <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED: 02/16/2018	APPLICANT IDENTIFIER:
		3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
		4. DATE REC'D by FEDERAL AGENCY:	FEDERAL IDENTIFIER:
5. APPLICANT INFORMATION:			
Legal Name: City of Missouri City		Organizational Unit: Local Government	
Address (City, County, State, and Zip Code) of applicant: 1522 Texas Parkway Missouri City, TX 77489		Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and email address of application preparer: Shashi K. Kumar, P.E. Director of Public Works/City Engineer Missouri City 1522 Texas Parkway Missouri City, Texas 77489 Phone: (281) 403-8570 E-mail: shashi.kumar@missouricitytx.gov	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6029035		6a. DUNS NUMBER: 083582882	
7. TYPE OF APPLICANT: <input checked="" type="checkbox"/> A. Municipal <input type="checkbox"/> B. County <input type="checkbox"/> C. Independent School District		8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
9. NAME OF FEDERAL/STATE AGENCY: Texas General Land Office		10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14.228	
11. PROJECT TYPE: 5 Flood and Drainage Facilities		11a. TYPE OF APPLICATION: Community Development Block Grant - Disaster Recovery (CDBG-DR)	
12. TARGET AREA(S) AFFECTED BY THE PROJECT: Census Tracts 6705.00 BG 1 and 2, 6706.01 BG 2,3, and 4, 6711.00 BG 2 and 3, 6712.00 BG 1 and 2, 6718.00 BG 1.		13. APPLICANT'S FISCAL YEAR: Beginning Date: 07/01/2017 Ending Date: 06/30/2017	
14. CONGRESSIONAL DISTRICTS:		Representative: 26, 27, 28 Senate: 13, 17 Congress: 9, 22	
15. ESTIMATED FUNDING: A. CDBG-DR REQUEST: \$300,545.84 B. FEDERAL: _____ C. STATE: _____ D. APPLICANT: _____ E. LOCAL: _____ F. OTHER: _____ G. TOTAL: \$300,545.84		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> Yes the pre-application/application was made available to the State Executive Order 12372 process for review on: Date: _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Program is not covered by E.O. 12372 -OR- <input type="checkbox"/> Program has not been selected by the State for review	
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes. If "Yes," attach an explanation. <input checked="" type="checkbox"/> No			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE CDBG-DR PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.			
Typed Name of the Applicant's Authorized Representative: Anthony J. Snipes		Title City Manager	Telephone Number +1 (281) 403-8500
		Email Address anthony.snipes@missouricitytx.gov	
Signature of the Applicant's Authorized Representative: 			Date 10/29/2018

Previous Editions Not Usable

STANDARD FORM 424 (REV-4-88)

Certificate Of Completion

Envelope Id: D35645FA715647DF948CA20097118846	Status: Completed
Subject: \$300K Contract: 19-076-016-B365 City of Missouri City (Texas GLO)	
Source Envelope:	
Document Pages: 56	Signatures: 4
Certificate Pages: 5	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	LaTanya Logan
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	latanya.logan@glo.texas.gov
	IP Address: 204.65.210.167

Record Tracking

Status: Original	Holder: LaTanya Logan	Location: DocuSign
1/14/2019 10:57:10 AM	latanya.logan@glo.texas.gov	

Signer Events

Signer Events	Signature	Timestamp
Ginger Mills Ginger.Mills@glo.texas.gov Attorney Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.62	Sent: 1/14/2019 12:08:53 PM Resent: 1/15/2019 8:45:49 AM Viewed: 1/15/2019 9:27:25 AM Signed: 1/28/2019 11:43:48 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heather Lagrone heather.lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.221.135 Signed using mobile	Sent: 1/28/2019 11:43:54 AM Viewed: 1/28/2019 1:46:35 PM Signed: 1/28/2019 1:46:56 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heather Lagrone Heather.Lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24 Signed using mobile	Sent: 1/28/2019 1:46:59 PM Viewed: 1/28/2019 7:53:16 PM Signed: 1/28/2019 7:53:33 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.47	Sent: 1/28/2019 7:53:36 PM Viewed: 1/29/2019 9:04:57 AM Signed: 1/29/2019 9:08:17 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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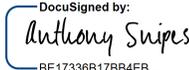
Jeff Gordon
 jeff.gordon@glo.texas.gov
 General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.61

Sent: 1/29/2019 9:08:21 AM
 Viewed: 1/29/2019 9:10:33 AM
 Signed: 1/29/2019 9:10:39 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Anthony Snipes
 anthony.snipes@missouricitytx.gov
 City Manager
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 24.104.75.102

Sent: 1/29/2019 9:10:42 AM
 Viewed: 2/26/2019 12:36:22 PM
 Signed: 2/26/2019 12:37:29 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark A. Havens
 Mark.Havens@GLO.TEXAS.GOV
 Chief Clerk and Deputy Land Commissioner
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Drawn on Device
 Using IP Address: 162.193.135.244
 Signed using mobile

Sent: 2/26/2019 12:37:33 PM
 Viewed: 2/27/2019 7:51:01 PM
 Signed: 2/27/2019 7:51:07 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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BSO Team
 bsorequests@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/14/2019 12:08:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Drafting Requests
 draftingrequests@GLO.TEXAS.GOV
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/14/2019 12:08:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM Viewed: 1/14/2019 2:13:30 PM</p>
<p>Mark Lawley Mark.Lawley@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM</p>
<p>LaTanya Logan latanya.logan@glo.texas.gov Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM</p>
<p>Vonda White vonda.white@glo.texas.gov Disaster Recovery Procurement Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM Viewed: 1/14/2019 12:10:54 PM</p>
<p>Ann Linthicum ann.linthicum@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:51 AM</p>
<p>Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM</p>
<p>Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM Viewed: 1/28/2019 3:21:08 PM</p>
<p>Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM Viewed: 1/28/2019 11:49:14 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/28/2019 1:46:59 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/29/2019 9:08:21 AM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Shashi Kumar shashi.kumar@missouricitytx.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/29/2019 9:10:42 AM Viewed: 1/30/2019 3:34:49 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Gregory Rankin gregory.rankin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:11 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:11 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Angie Williams Angie.Williams@glo.texas.gov Interim Director, Budget and Planning Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:13 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:15 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:16 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Veronica Strong
 veronica.strong@glo.texas.gov
 Disaster Recovery Procurement
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/27/2019 7:51:16 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Commissioner George P. Bush
 GeorgeP@glo.texas.gov
 Commissioner, General Land Office
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/27/2019 7:51:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/27/2019 7:51:18 PM
Certified Delivered	Security Checked	2/27/2019 7:51:18 PM
Signing Complete	Security Checked	2/27/2019 7:51:18 PM
Completed	Security Checked	2/27/2019 7:51:18 PM

Payment Events	Status	Timestamps
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**Council Agenda Item
June 3, 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
