

YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

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



CHERYL STERLING
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, January 6, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Administer the oath of office to certain members of the City of Missouri City's various boards, committees, and commissions.

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 December 16, 2019.

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request for a specific use permit to allow for the location of a place of assembly; describing said 8.59 acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing for repeal; providing a penalty; containing other provisions relating to the subject; and consider the ordinance on the first of two readings. The subject site is located north of Olympia Gymnastics & Tumbling, south of Colony Lakes residential subdivision, east of a shopping center, and west of River Pointe Church, along Knights Court.

- (b) **Public Hearings and related actions** – *There are no Public Hearings and related actions on this agenda.*

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

9. AUTHORIZATIONS

- (a) Consider authorizing the City Manager to negotiate and execute a contract with Dell Financial Services for the lease of a new upgraded backup solution.
- (b) Consider authorizing the City Manager to negotiate and execute a contract with Dell Financial Services for the lease of a new upgraded toughbook solution.
- (c) Consider authorizing the execution of the second addendum to the Steepbank Flatbank wastewater facilities agreement with certain participants.
- (d) Consider authorizing the negotiation and execution of a pre-construction phase services contract for the Mustang Bayou Wastewater Plant rehabilitation and expansion project.
- (e) Consider authorizing the execution of a letter of approval to operate a non-emergency ambulance service.
- (f) Consider authorizing the execution of an amendment to City Contract #18-090 for the provision of preventative maintenance for lab equipment at city's surface water treatment plant.
- (g) Consider authorizing the execution of multiple contracts for the provision of off-site vehicle maintenance for fleet vehicles.
- (h) Consider awarding a contract for coffee services at city facilities.

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

11. RESOLUTIONS

- (a) Consider authorizing a resolution approving the submission of a grant application to the Texas Department of Transportation for overtime activities by law enforcement to reduce the incidence of traffic collisions, injuries, and fatalities; agreeing to provide matching funds; and containing other provisions related thereto.

12. CITY COUNCIL ANNOUNCEMENTS

Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.

13. CLOSED EXECUTIVE SESSION

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

14. RECONVENE

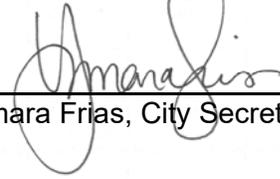
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN

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

CERTIFICATION

I certify that a copy of the January 6, 2020, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 31, 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 _____, 2020.

Signed: _____

Title: _____



**Council Agenda Item
January 6, 2020**

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3. PRESENTATIONS AND RECOGNITIONS

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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, December 16, 2019**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:30 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Fire Chief Campbell, Director of Public Works Kumar, Director of Human Resources Russell, Director of Development Services Spriggs, Director of Communications Walker, Director of Financial Services Portis, Director of Information Technology Cole, Planning Manager Gomez, Media Specialist III Sanders, and Media Specialist III Kalimkootil. Also present: Abdi Yessin of MuniCap, Inc.

2. DISCUSSION/POSSIBLE ACTION

- (a) Provide an update on the Public Improvement District (PID) No. 2 and Public Improvement District (PID) No. 4 assessments and assessment plans.

Director of Financial Services Portis and Abdi Yessin of MuniCap, Inc. presented an update on the Public Improvement District (PID) No. 2 and Public Improvement District (PID) No. 4 assessments and assessment plans.

- (b) Presentation of the infrastructure status update.

Director of Public Works Kumar presented an infrastructure status update.

- (c) Discuss City Manager spending limits.

Director of Financial Services Portis presented the 2019 and 2018 purchase orders between \$25,000 to \$49,999; and, the survey of benchmark cities. Councilmember Boney read the minutes of the July 7, 2014 meeting that pertained to the resolution granting authority to the City Manager to approve change orders. Councilmember Boney inquired the impact to departments if the amount the City Manager approves would be reduced from \$50,000 to \$25,000. Director of Information Technology Cole stated it would delay unforeseen circumstances. Councilmember Sterling stated her motion was with the intent to provide City Council with a spreadsheet, not for City Council to consider those items. City Secretary Jackson read the November 26, 2019 meeting minutes that pertained to the motion made by Councilmember Sterling. Councilmember Sterling stated the intent was to provide a spreadsheet to City Council in excess of \$25,000. Assistant City Attorney Santangelo provided an overview of the resolution to be presented during the regular meeting. Mayor Ford clarified the intent was not to lower the limit but that City Council be made aware of the contracts before they were signed. City Manager Snipes asked Council on how they wished to move forward. Councilmember Edwards asked for supporting documents on the survey performed on benchmark

cities as well as their procurement policies. City Manager Snipes stated staff would provide Council with the information requested. Councilmember Sterling noted the intent was to follow the resolution and not modify it.

Councilmember Maroulis stepped away at 6:56 p.m. and returned at 6:56 p.m.

Councilmember Sterling stepped away at 7:02 p.m. and returned at 7:03 p.m.

Councilmember Edwards stepped away at 7:02 p.m. and returned at 7:03 p.m.

At 7:03 p.m., City Council recessed the special City Council meeting.

At 7:51 p.m., City Council reconvened the special City Council meeting.

Councilmember Emery requested a recap of the decision made. City Manager Snipes stated they were at status quo. Assistant City Attorney Santangelo noted that because no motion was made on the resolution during the regular City Council meeting, status quo prevailed for the time being.

- (d) Discuss and consider appointed officials' time off policy.

Director of Human Resources Russell presented on the appointed officials' time off policy. Russell stated he reached out to 18 cities that use the same type of payroll system as Missouri City. Russell provided City Council with questions and responses from the 15 cities that responded to the survey. Councilmember Emery asked if they have the ability to view time they have taken for various categories in the system. Russell confirmed. Councilmember Sterling stated that since the appointed officials report to Council, then ultimately Council should approve their time. Mayor Ford does not believe peers should be approving each other's timesheets. Mayor Pro Tem Preston suggested having Human Resources designate an elected official to approve timesheets.

Mayor Pro Tem Preston moved to engage option 3, designate one Elected Official to approve time off in the ESS System, the Mayor, in collaboration with Human Resources. Councilmember Edwards seconded.
MOTION PASSED.

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

Nays: Councilmembers Boney, Maroulis and Emery

Councilmember Emery requested a point of clarification on the intent of the motion and collaboration with HR. City Manager Snipes stated that the Mayor and Human Resources would collaborate and bring back their findings to City Council.

- (e) Discuss the City agenda process.

City Manager Snipes presented an overview of findings for other cities agenda processes. Snipes proposed providing City Council with access to the 30-60-90 calendar on a quarterly basis. Mayor Ford stated that worked so that Council could ask for clarification.

- (f) Discuss the proposed letters to the Texas Commission of Environmental Quality (TCEQ) and the Railroad Commission regarding odors within the City.

Fire Chief Campbell presented a timeline overview of action taken regarding the odors within the City during the week of September 9, 2019. Letters were drafted on behalf of Council to send to the Texas Commission of Environmental Quality (TCEQ) and the Railroad Commission regarding this incident. Mayor Ford inquired

if the County was involved. Chief Campbell stated the County has a HAZMAT team and sampled the area but found the odor was no danger to life. He clarified the odor was in the jurisdiction of the Railroad Commission, who then contacted TCEQ. Mayor Ford was concerned with the language of the letter. Councilmember Emery stated he believes they need to speak with the developer or drilling company who created the problem. Councilmember Boney believes the City needed to move forward with the letter. Mayor Pro Tem Preston stated that in addition to a letter, could they invite both entities to come and speak to Council. City Manager Snipes stated they could extend a request. Mayor Ford believes they should meet with the entities before issuing a letter. Assistant City Manager Atkinson stated the letter was created based on a belief that City Council wanted to have a stronger letter. Atkinson noted it could be revised, as requested by Council. Councilmember Sterling believes external letters should include the Communications Department. Councilmember Boney requested to remove the lacking part, add an invitation to speak to City Council and there address concerns with the recurring issues.

- (g) Discuss and consider Roll Call Pro – Swagit paperless voting and captioning technology.

Assistant City Attorney Santangelo stepped away at 8:59 p.m. and returned at 9:00 p.m.

Director of Communications Walker presented on Roll Call Pro – Swagit paperless voting and captioning technology. City Manager Snipes stated Council would receive an onsite demonstration at the upcoming retreat. Councilmember Edwards asked if votes could be changed once their initial vote was casted with this system. Director Walker stated they would ask Swagit about it and have an answer at the demonstration.

- (h) Discuss and consider candidates to serve on the Parks Board.

Councilmember Sterling stepped away at 9:06 p.m.

City Secretary Jackson stated Adrian Matteucci resigned from the Parks Board leaving a vacancy.

Mayor Pro Tem Preston moved to appoint Mary Ross to fill Position 4 on the Parks Board. Councilmember Edwards seconded. **MOTION PASSED.**

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

- (i) Consider and discuss a request to video record and post committee meetings.

Mayor Pro Tem Preston asked why this item on was on the agenda. Assistant City Manager Atkinson stated he had been advised about Mayor Pro Tem's request to video record the Finance and Services Committee meeting. Atkinson referred to the October 7, 2019 meeting, where there had been a vote on protocol for video recording special City Council meetings. Preston stated his request was to video record the meeting as it would take place in the Council Chambers and it was a one-time request. City Manager Snipes stated this was a slippery slope as any other Chair could make the same request and where would it stop. Snipes noted it would also become a resource issue.

Councilmember Sterling returned at 9:09 p.m.

Mayor Pro Tem Preston clarified his request was not for the meeting to be posted just video recorded. Councilmember Boney asked why Finance and Services Committee meeting was posted with a quorum notice. City Secretary Jackson stated Mayor Pro Tem Preston included Mayor Ford in the email sent to the committee making it a quorum, which was why the meeting had to be posted. Boney asked if the meeting

has been posted as a quorum could other Councilmembers participate in the meeting. City Manager Snipes stated other Councilmembers could potentially engage in the discussion. Councilmember Boney asked Mayor Pro Tem Preston what would be discussed at the meeting requiring it to be video recorded. Mayor Pro Tem Preston stated it was his request and has nothing furthermore to say. Councilmember Boney thanked him. Mayor Pro Tem Preston stated it was for transparency and accountability. Councilmember Emery asked if it was open to all of Council. City Manager Snipes confirmed it was open to Council and the public. City Manager Snipes stated the committee meeting would be videoed. Mayor Ford stated since she has been on Council, no one ever questioned what happened during committee meetings. She stated she would like to understand why it changed. City Manager Snipes stated there was a change from the elected policy standpoint and what was now being placed on committee agenda. Mayor Ford stated the previous Mayor advised what committees discussed. Snipes stated she was the Mayor and if policies need to be changed they would follow what Council wishes to do. Councilmember Boney stated Council runs the City not an individual or a committee. Boney stated he has always been well informed and has voted being well informed.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 9:23 p.m.

Texas Government Code, Section 551.071 – Consultation with attorney to seek or receive legal advice regarding pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: (i) Mitchell Carter v. City of Missouri City, et al.(Fort Bend County Cause No. 19-DCV-265905 in the 458th District Court of Fort Bend County, Texas and Cause No. 19-DCV-265895 in the 268th District Court of Fort Bend County, Texas (ii) Ivy Kenneth Joy L. Mirafior and Josefina P. Serrano v. the City of Missouri City, Texas, and Yolanda Ford, in her official capacity as Mayor of the City of Missouri City, Texas (Harris County Cause Number 201975796 in the 234th District Court of Harris County); (iii) emergency services district infringement on City territory and services; and (iv) Geneane Merritt (Equal Employment Opportunity Commission); (v) City public improvement district legal requirements.

4. RECONVENE

At 10:00 p.m., Council reconvened into open session.

Councilmember Boney moved to authorize the City Manager to negotiate a settlement agreement, limited to the sanctions motions, City Manager or designee to execute the agreement. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

5. ADJOURN

The special City Council meeting adjourned at 10:02 p.m.

Minutes PASSED AND APPROVED this the _____ day of _____ 2019.

Maria Jackson, City Secretary

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CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, December 16, 2019**, at the City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

1. ROLL CALL

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

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

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

There were no **PRESENTATIONS AND RECOGNITIONS** or **PUBLIC COMMENTS**.

5. STAFF REPORTS

City Manager Snipes informed residents of the upcoming non-emergency office closures as follows: December 24, December 25 and January 1. He asked residents to drive carefully over the next few weeks with students being on winter break. Snipes informed residents that the City earned the GFOA Certificate of Achievement of Excellence in Finance Reporting for the 37th consecutive year. He noted that the City was still investigating all aspects of the recent dog incident. Snipes concluded by informing residents that a cold front was coming to town, and that staff would closely monitor any developments and provide updates as necessary.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special City Council meeting of November 26, 2019, the special and regular City Council meetings of December 2, 2019, and the special City Council meeting of December 5, 2019.

Councilmember Emery asked if the minutes of the special City Council meeting of November 26 would have any impact on items that would be addressed on the paused special City Council meeting. Assistant City Attorney Santangelo stated it would not have any effect.

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

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

7. PUBLIC HEARINGS AND RELATED ACTIONS

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

- (1) Public hearing to receive comments on the Program Year 2018 – 2019 Comprehensive Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant program.

Community Development Coordinator Dixon presented the Program Year 2018 – 2019 Comprehensive Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant program.

Councilmember Emery moved to open the public hearing at 7:16 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Mayor Ford inquired on the application deadline for scholarship grants. Dixon stated applications would be submitted during the month of March.

Councilmember Maroulis moved to close the public hearing at 7:18 p.m. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **APPOINTMENTS.**

9. AUTHORIZATIONS

- (a) Consider accepting a deed for parkland from Herrin Ranch Development II Inc.

Director of Parks and Recreation Mangum presented on a deed for parkland from the Herrin Ranch Development II Inc. He stated that the original parkland dedication was about 80-acres and now it was 117.34 net acres. Councilmember Maroulis asked about maintenance on the property. Mangum stated that for undeveloped land, the Parks and Recreation Department does tractor mowing a couple of times a year.

Councilmember Maroulis moved to accept a deed for parkland from Herrin Ranch Development II Inc. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **ORDINANCES.**

11. RESOLUTIONS

- (a) Consider a resolution authorizing the mayor to execute and the city secretary to attest an economic development agreement between the City and Grand Parkway Commercial T&Q, LLC, pertaining to certain improvements to an approximately 6.13-acre tract of land located in the City of Missouri City, Texas.

Director of Economic Development Esch presented on an economic development agreement between the City and Grand Parkway Commercial T&Q, LLC, pertaining to certain improvements to an approximately 6.13-acre tract. Mayor Ford asked if the City could place architectural standards in the agreement. Santangelo stated they would be valid if placed in the agreement. Director Esch noted they were past that point of placing standards in the agreement but the agreement could be modified. Esch further stated the City had renderings of the proposal and it was acceptable to Council. He noted that if there were additional items to approve from an elevation standpoint, they would have to articulate such in this agreement. Director Esch asked Council if they would like a specific list of material that would be used or if they would like a rendering. Mayor Ford stated a rendering with materials specified would be sufficient. Santangelo stated a main motion would have to be made to authorize the agreement and then amend the main motion to amend the agreement.

Councilmember Maroulis moved to approve the resolution subject to similar rendering submitted by the developer. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution committing City funding to the Cangelosi drainage and detention project.

Director of Public Works Kumar presented on the City committing funding to the Cangelosi drainage and detention project. Kumar noted the Cangelosi ditch was already funded in the Capital Improvement Program (CIP) budget and would seek reimbursement from the Texas General Land Office (GLO) via the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for Hurricane Harvey in the amount of \$954,306.

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

- (c) Consider a resolution granting general authority to the city manager and his designees to execute certain agreements and approve certain change orders for City of Missouri City purchases.

Director of Financial Services Portis presented.

Agenda item died due to lack of motion.

12. CITY COUNCIL ANNOUNCEMENTS

Mayor Pro Tem Preston stated he had a great time at the Snowfest Festival and Snowfest Parade and thanked staff for their hard work; he received the award from MBE Efforts on behalf of the Mayor and the City; and, he wished everyone happy holidays. Councilmember Edwards thanked staff for the efforts made during the Snowfest Festival; congratulated Thurgood Marshall High School on their win; and, she also announced her first Park Clean Up event to take place on January 11. Councilmember Emery thanked staff for the successful Snowfest festivities. Councilmember Boney also congratulated Thurgood Marshall High School; congratulated City staff for the GFOA award; thanked Chief Campbell and staff for the successful toy drive event; and, noted the Great Houston Black Chamber was hosting their holiday celebration in the city. Councilmember Maroulis thanked staff for the successful Snowfest festivities; he had the opportunity to attend the Texas Recreation Parks Society meeting where the City won four awards; stated he collaborated with Missouri City Green and WIDE school for green initiatives; and, wished everyone a Merry Christmas. Councilmember Sterling congratulated staff for exposing her to different departments; she stated the Snowfest Festival was a great event as well as the Mayors Veterans event; she partnered with the senior citizens in District A for their holiday party; attended the Conrad Johnson –Young People Play concert and presented scholarships; gave kudos to Thurgood Marshall High School; and, wished everyone a Merry Christmas. Mayor Ford thanked staff for their hard work on the Snowfest festivities and Veterans Luncheon; and, she thanked everyone who came to the toy drive and wished everyone a Merry Christmas.

13. ADJOURN

The regular City Council meeting adjourned at 7:44 p.m.

Minutes PASSED AND APPROVED this the _____ day of _____ 2019.

Maria Jackson, City Secretary



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

January 6, 2020

To: Mayor and City Council
Agenda Item: 7(a)(1) IF Montessori School – SUP, Specific Use Permit
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the first of two readings of an ordinance for a SUP, specific use permit to allow for the location of an educational campus to include a Montessori school, a place of assembly; and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located north of Olympia Gymnastics & Tumbling, south of Colony Lakes residential subdivision, east of a shopping center, and west of River Pointe Church, along Knights Court.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

The applicant has submitted a request for a SUP to allow for the location of an educational campus, places of assembly to include a Montessori International School, and elementary school, middle school and student life center.

The campus is proposed to be developed in phases.

Phase I would include the single story, approximately 20,000 square feet Montessori school and ballfields;

Phase II is anticipated to commence approximately 2 years following the completion of Phase I and would include the single story, approximately 15,000 square feet elementary school;

Phase III would commence approximately 2 years following completion of Phase II to include a 2-story, approximately 30,000 square foot middle school.

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 (December 11, 2019)
3. Planning and Zoning Commission final report
4. Application
5. Letter of owner authorization
6. Zoning map excerpt
7. Ortho map
8. Conceptual site plan
9. Conceptual renderings of site and buildings
10. Background on educational program – Topzeal Education
11. Notice of public hearing
12. Protest, support letter
13. Notice map
14. Notice of public hearing to adjoining property owners
15. Mailing labels for adjoining property owners
16. Rezoning application protest letters analysis

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

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

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

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING A SPECIFIC USE PERMIT AUTHORIZING THE USE OF AN 8.59-ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS A SPECIFIC USE: PLACES OF ASSEMBLY; PROVIDING LIMITATIONS, RESTRICTIONS, AND CONDITIONS ON SUCH SPECIFIC USE; 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, Kwan Family Living Trust, et al, are the owners of an 8.59-acre tract 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 SD suburban district under Ordinance No. O-81-1, adopted on January 19, 1981; and

WHEREAS, the owners have made application to the City of Missouri City for a specific use permit authorizing the use of the Property as a Specific Use-Places of Assembly; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such proposed specific use permit; 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 specific use permit; 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 to grant a Specific Use Permit- Places of Assembly and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. 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. In the event that Exhibit "A-1" conflicts with Exhibit "A," Exhibit "A" shall prevail.

Section 4. The specific use of the Property authorized and permitted by this Ordinance is Places of Assembly.

Section 5. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance and shall be developed subject to the following limitations, restrictions, and conditions:

I. **Use Permitted.** The following specific use shall be permitted:

Places of Assembly.

II. **Standards and Regulations.**

Architectural standards. Except as provided herein and except as provided by House Bill 2439 of the 86th Texas Legislature, Regular Session (2019), the requirements of Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance shall apply.

1. *Building Fronts.* The front building lines shall be interrupted at least 300 feet in one or more of the following manners:

- a. A minimum ten-foot building offset;
- b. A canopy facade;
- c. Landscaping.

2. *Lighting.* Exterior lighting shall be shielded to prohibit direct glare onto adjoining properties.

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

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change granted by this Ordinance authorizing the Specific Use-Places of Assembly, and the imposition of the limitations, restrictions, and conditions contained herein.

Section 8. *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 9. *Repeal.* Any other ordinance or any part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

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

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

PASSED and APPROVED on first reading this 6th day of January, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

TRACT I

FIELD NOTE DESCRIPTION OF 8.2267 ACRES (358,354 SQUARE FEET) OF LAND OUT OF THAT CERTAIN CALLED 13.729 ACRE TRACT RECORDED UNDER F.B.C.C.F. NO. 2009004785 OF THE FORT BEND COUNTY DEED RECORDS AND SITUATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, FORT BEND COUNTY, TEXAS, SAID 8.2267 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch found marking a angle point in the East line of Restricted Reserve "A" of River Pointe Church Missouri City, as recorded in Plat No. 20180010 F.B.C.P.R., said iron rod marks the Southwest corner of said called 13.729 acre tract and the herein described tract;

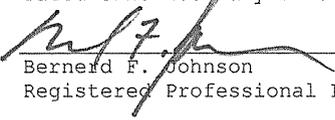
THENCE, N 00°10'06" E, along the East line of said Reserve "A" and the West line of said 13.729 acre tract, a distance of 598.83 feet to a 5/8 inch iron rod found in the South line of that certain 80-foot wide Levee Right-of-way recorded under F.B.C.C.F. No. 2006004323 for the Northwest corner of said called 13.729 acre tract and the herein described tract;

THENCE, S 89°38'52" E, along the North line of said called 13.729 acre tract, a distance of 599.39 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Restricted Reserve "A" of The Centre at Knight Court, as recorded under Plat No. 20080067 F.B.C.P.R. and the Northeast corner of the herein described tract;

THENCE, S 00°10'06" W, along the West line of said Restricted Reserve "A", a distance of 596.90 feet to an "X" cut in concrete set in the North right-of-way line of Knight Court (60 feet wide), for the Southwest corner of said Reserve "A" and the Southeast corner of the herein described tract;

THENCE, N 89°49'54" W, along the South line of said called 13.729 acre tract, a distance of 599.39 feet to the POINT OF BEGINNING and containing 8.2267 acres (358,354 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 28th day of September, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314

C.E.I. Job No. 93018-65.01
(COLONY) FLATO.T



TRACT II

FIELD NOTE DESCRIPTION OF 0.3593 ACRE (15,649 SQUARE FEET OF LAND OUT OF RESERVE "C", HERMAN HOSPITAL ESTATE LARGE ACREAGE TRACT PLAT, AS RECORDED IN SLIDE NO(S). 1092-A, 1092-B AND 1093-A OF THE FORT BEND COUNTY PLAT RECORDS, AND BEING ALL OF THAT CERTAIN CALLED 0.3593 ACRE TRACT RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. 2005149543, AND SITUATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, FORT BEND COUNTY, TEXAS, SAID 0.3593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found marking an angle point in the East line of Restricted Reserve "A" of River Pointe Church Missouri City, as recorded in Plat No. 20180010 F.B.C.P.R. and the North line of said Reserve "C" and the Southwest corner of that certain called 13.729 acre tract recorded under F.B.C.C.F No. 2009004785 of the Fort Bend County Deed Records;

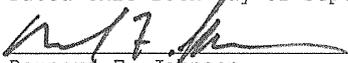
THENCE, S 89°49'54" E, along the South line of said called 13.729 acre tract, a distance of 71.03 feet to a 5/8 inch iron rod found for the Northwesterly corner and POINT OF BEGINNING of the herein described tract;

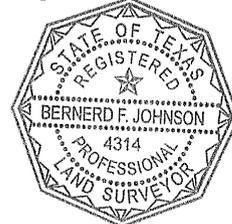
THENCE, S 89°49'54" E, continuing along the South line of said called 13.729 acre tract, a distance of 454.80 feet to a 5/8 inch iron rod found the Northwesterly right-of-way line of Knight Court, for the Easterly corner of said Reserve "C" of the Herman Hospital Estate Large Acreage Tract Plat, said iron rod also marks the Easterly corner of the herein described tract, said iron rod also falling in the arc of a curve to the Left;

THENCE, Southwesterly, along the Northwesterly right-of-way line of Knight Court, with said curve to the Left, having a central angle of 28°12'36", a radius of 830.00 feet, an arc length of 408.66 feet and a chord bearing S 76°03'48" W for a distance of 404.54 feet to a 5/8 inch iron rod set for the Southwesterly corner of the herein described tract;

THENCE, N 32°11'14" W, a distance of 116.71 feet to the POINT OF BEGINNING and containing 0.3593 acre (15,649 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 28th day of September, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314



C.E.I. Job No. 93018-65.01
(COLONY) FLATF.T



**MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
December 11, 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 Vice Chair Haney, at 7:05 PM.

2. ROLL CALL

Commissioners Present:

Tim Haney
John O'Malley
James R. Bailey
Monica L. Rasmus
Gloria Lucas
Hugh Brightwell

Commissioners Absent:

Sonya Brown-Marshall
James G. Norcom III
Courtney Johnson Rose

Councilmembers Present: None

Staff Present:

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

Others Present: Henry Santos/ASI; Josh W. Gaffin/ASI, Ronnie and Diane Davis

7. ZONING MAP AMENDMENTS

A. PUBLIC HEARING FOR A SPECIFIC USE PERMIT

- (1) To receive comments for or against a request by Farrah Sabouni, Auto Arch, for a SUP, specific use permit to allow for the location of an educational campus to include a Montessori school, a place of assembly; and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.
- (2) Consideration of the approval of a final report to City Council on item 7A(1) above.

Jennifer Gomez, Planning Manager, presented the item. Ms. Gomez informed that the subject location was off of Knights Court, near Elkins High School. River Pointe Church is to the west; a shopping center is near Highway 6, and a gymnastic center is located on the south side of Knights Court across from the proposed site. Current zoning of the site is suburban district since annexed into the city. The SUP would not remove the underlying zoning. It would allow an additional use to what is permitted in suburban use district.

Ms. Gomez informed that the proposal was to locate an educational campus, classified as a Place of Assembly, which requires the SUP. The educational campus was proposed to be developed in three phases, which would include a Montessori school, elementary school, middle school, and a student life building. Playing fields would also be added as shown on the conceptual plan. The Montessori school would be the first phase. Each school building would be developed consecutively in a two year period following the construction of the previous phase. The student life center was proposed to be the final building on the campus.

Ms. Gomez informed that staff's recommendation was to approve the SUP and to apply the suburban district regulations in terms of height and other areas. The middle school was the tallest building proposed being two-story. Other buildings would be one-story. In addition, staff recommended applying standards and regulations typical for school campuses, Section 7A, architectural design standards, outside placement storage sales and service regulations, and landscaping regulations.

Ms. Gomez informed that there were no deviations requested. The use and proposed development would follow the City's standards in terms of the regulations that would be applied.

Vice Chair Haney asked staff, "Since it's SD, staff is recommending the architectural standards because those wouldn't normally apply to SD?"

Ms. Gomez replied, "Right, correct."

Vice Chair Haney informed of the five year development requirement or request and that the applicant was outside of that period, and asked staff, "Is that a big deal?"

Ms. Gomez provided that the five year development schedule would mean that the applicant must make progress towards the completion of the project within that period. The commission can make recommendations on the overall schedule based on hearing from the applicant.

Farrah Sabouni, Architect/Planner, Auto Arch, informed that they completely agreed with everything that Ms. Gomez presented. The client would be phasing the project. The start would be the Montessori daycare campus. The unique shape made it a flagship Montessori for their brand, IF Montessori, by incorporating the traditional Montessori educational concept. It would bring in natural lighting and create community. Phase I would include the detention for the entire campus. Each building separately has enough parking. Ms. Sabouni informed to be a good neighbor, exterior material would be used to look cohesive with the neighborhood.

Commissioner Bailey asked Ms. Sabouni, "When do you think it would be completed as presented here, all phases?"

Ms. Sabouni replied, "... it would be a two year step period. When the Montessori would open, then within two years you would have the elementary school, and then another two years you'd have the middle school. The idea being that a kid would go from the daycare to the elementary. The student life center would be the last building, one of those auxiliary spaces."

Commissioner Bailey asked Ms. Sabouni, "When fully built, what is the number of students maximum?"

Ms. Sabouni replied, "The daycare amount of students would be 300. For the elementary and middle school, these are actually smaller schools ...you're looking about a 150 per school."

Commissioner Bailey asked, "Typically Monday through Friday?"

Ms. Sabouni replied, "Yeah, it would be Monday through Friday."

Commissioner Bailey informed that Knights Road was getting congested.

Ms. Sabouni informed that they keep in account having all traffic off the road and onto the site with double stack cuing.

Motion: To close the public hearing

Made By: Commissioner O'Malley
Second: Commissioner Brightwell

AYES: Commissioner Haney, Commissioner O'Malley,
Commissioner Bailey, Commissioner Rasmus,
Commissioner Lucas, Commissioner Brightwell

NAYES: None

ABSTENTIONS: None

The motion passed

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

Made By: Commissioner O'Malley
Second: Commissioner Lucas

AYES: Commissioner Haney, Commissioner O'Malley,
Commissioner Bailey, Commissioner Rasmus,
Commissioner Lucas, Commissioner Brightwell

NAYES: None

ABSTENTIONS: None

The motion passed



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: January 6, 2020

AGENDA ITEM SUBJECT: IF Montessori School – Specific Use Permit

AGENDA ITEM NUMBER: 7a1

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", written over a horizontal line.

Sonya Brown Marshall, Chair

PERMIT NUMBER: SUP1900008

PROPERTY ID: 0077-00-000-1410-907 / 0077-00-000-1412-907

LOCATION: The subject site is located north of Olympia Gymnastics & Tumbling, south of Colony Lakes residential subdivision, east of a shopping center, and west of River Pointe Church, along Knights Court.

RECOMMENDED ACTION:

The proposal complies with the provisions of the Comprehensive Plan and the policies contained in the Future Land Use Plan. Such policies recommend development of the tract for suburban character.

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 has submitted a request for a SUP, Specific Use Permit to allow for the location of an educational campus, places of assembly to include a Montessori International School, and elementary school, middle school and student life center.

The campus is proposed to be developed in phases.

Phase I would include the single story, approximately 20,000 square feet Montessori school and ballfields;

Phase II is anticipated to commence approximately 2 years following the completion of Phase I and would include the single story, approximately 15,000 square feet elementary school;

Phase III would commence approximately 2 years following completion of Phase II to include a 2-story, approximately 30,000 square foot middle school.

The student life center is expected to be the final building constructed on the campus.

The application does not include any deviations requested from the city's zoning ordinance.

GENERAL SITE INFORMATION:

A. Legal Description:

The subject site can be described as being an approximate 8.2267 acre tract of land out of that certain called 13.729 acre tract recorded under F.B.C.C.F. No. 2009004785 of the Fort Bend County Deed records and situated in the Elijah Roark League, A-77, Fort Bend County, Texas and being an approximate 0.3593 acre tract of land out of Reserve "C", Herman Hospital Estate Large Acreage Tract Plat, as recorded in slide no(s) 1092-A, 1092-B and 10923-A of the Fort Bend County plat records and being all of that certain called 0.3593 acre tract recorded under Fort Bend County Clerk's file no. 2005149543, and situated in the Elijah Roark League, A-77, Fort Bend County, Texas.

B. Size:

8.2267 acres

C. Existing Land Use and Zoning Designation:
suburban district

Vacant / SD,

D. Surrounding Land Uses and Zoning Designations:

North: Colony Lakes residential subdivision / R-2, single family residential district; CF, community facilities

South: Olympia Gymnastics & Tumbling; office condominiums (under construction) / PD, Planned Development District #99 (Ordinance O-16-10).

East: Centre at Knights Court, retail shopping center / LC-3, retail district

West: River Pointe Church / SUP, Specific Use Permit #197 (Ordinance O-18-23)

E. Zoning History:

11-17-1980: Subject site annexed by the City of Missouri City (Ordinance O-80-28).

01-19-1981: Subject site zoned SD, suburban district (Ordinance O-81-01).

ANALYSIS OF SUBJECT SITE:

A. Development Potential

The applicant has submitted a request for a SUP, Specific Use Permit to allow for the location of an educational campus, places of assembly to include a Montessori International School, and elementary school, middle school and student life center.

The application does not include any deviations requested from the city's zoning ordinance.

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

- Goal 2. More varied development to move beyond a “bedroom community” perception of Missouri city.

Conformance with the Land Use Plan: The Future Land Use Map identifies the subject tract as suburban commercial, providing for Suburban Character.

Suburban Character is summarized as follows:

This designation is for areas where both residential and commercial development forms result in a more green, open feel compared to more intensively developed areas where buildings, parking areas, and other improvements cover more of their sites.

The predominance of “green” versus “gray” is also necessary for commercial development to achieve a Suburban character (usually through application of site and building design standards). Suburban commercial development is appropriate for office, retail and service uses abutting residential neighborhoods

(subject to scale limitations and “residential in appearance” design standards) and in other areas where the community’s image and aesthetic value is to be promoted, such as at gateways and along high profile corridors.

Staff recommended: Approve the SUP to allow for a place of assembly. The proposed place of assembly should be developed in accordance with the regulations and requirements for the SD, suburban district unless recommended otherwise in this report.

Planning and Zoning Commission recommends: Approve as staff recommended.

B. Architectural design standards. All buildings and structures constructed should comply with the building codes of the City of Missouri City. Buildings and structures should be required to meet the requirements of Section 7A, Architectural design standards.

Staff recommended: Apply the architectural design standards contained within Section 7A and the building regulations contained within Section 7.12.D. pertaining to building fronts and lighting:

1. *Building fronts.* The front building lines shall be interrupted at least every 300 feet in one or more of the following manners:
 - a. A minimum ten-foot building offset;
 - b. A canopy facade;
 - c. Landscaping.
2. *Lighting.* Exterior lighting shall be shielded to prohibit direct glare onto adjoining properties.

Planning and Zoning Commission recommends: Approve as staff recommended.

C. Outside placement, storage, sales and service regulations. Outside placement, storage, sales and services regulations contained in Section 9.17 of the city’s zoning ordinance should apply.

Staff recommended: Apply Section 9.17 of the city’s zoning ordinance pertaining to outside placement, storage, sales and services.

Planning and Zoning Commission recommends: Approve as staff recommended.

D. Landscaping regulations. The landscaping regulations contained in Section 11 of the city’s zoning ordinance should apply.

Staff recommended: Apply Section 11 of the city’s zoning ordinance pertaining to landscaping to the subject site.

- Planning and Zoning Commission recommends:** Approve as staff recommended.
- E. Ingress and egress.** All driveways and off-street parking areas, including locations, shall comply with the city's Public Infrastructure Design Manual.
- F. Utilities.** All utilities shall comply with the city's Public Infrastructure Design Manual.
- G. Drainage.** All utilities shall comply with the city's Public Infrastructure Design Manual.
- H. Sidewalks.** Sidewalks shall be constructed in compliance with the City's Public Infrastructure Design Manual.
- I. Platting.** The site is required to be platted.
- J. Development Schedule.** The applicant has advised the development phase is not planned to be beyond the five-year period required by Section 15.

-----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**

| | |
|---|---|
| 1. Project Name: IF Montessori International School | |
| 2. Address/Location of Property: @ Knight Court and Texas Hwy 6 (in between retail center on Hwy 6 and River Pointe Church) | |
| 3. Applicant's Name: Farrah Sabouni, AIA, AICP | |
| Mailing Address: | 6200 Savoy Dr #100, Houston, TX 77036 |
| Phone No.:() | office (713) 952 - 3366 ext 18 or cell (832) 439 - 2869 |
| Email: | farrah@autoarch.net |
| 4. Status of Applicant: | Owner <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Trustee <input type="checkbox"/> Corporation <input type="checkbox"/> Relative <input type="checkbox"/> |
| (If other than Owner, submit written authorization from Owner with application.) | |
| 5. Property Owner: | <u>Owner:</u> John S. Kwan or Ling B. Kwan, Trustees, or the successor Trustees, under the Kwan Family Living Trust dated May 4, 1994, as amended; and Jimmy K. Wong and Betty Wong (Tract 1) |
| Mailing Address: | John S. Kwan and Ling B. Kwan; and Jimmy K. Wong and Betty Wong (Tract 2) |
| Phone No.:() | Kwan Family Living Trust, Jimmy Wong and Betty Wong |
| Email: | <u>Mailing Address:</u> 1650 Highway 6, Suite 350, Sugar Land, TX 77478 (Agent's office) <u>Phone Number:</u> 713-935-5800 (Agent) <u>Email:</u> mkwong@kw.com (Agent) |
| 6. Existing Zoning District: | SD - Suburban District |
| 7. Total Acreage: | 8.2267 Acres |
| 8. Proposed Development and Reasons for Application: | Requesting a Specific Use Permit for the Development of Educational Buildings. |
| 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.): 8.2267 Acres under F.B.C.C.F. No. 2009004785 of the Fort Bend County Deed Records. Situated in the Elijah Roark League, Abstract No. 77, Fort Bend Couty, Texas. | |
| 10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts): 0077-00-000-1410-907 / 0077-00-000-1412-907 | |
| 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.

Farrah Sabouni
 Print Name of Applicant

Signature of Applicant

Kwan Family Living Trust, Jimmy Wong and Betty Wong
 Print Name of Property Owner

Signature of Property Owner, Agent or Attorney

11/13/2019

Subject: IF Montessori Project - Specific Use Zoning Application

To Whom It May Concern,

A designated agent is an individual designated in writing by the owner to act on the owner's behalf. This is to notify you that the following individual is a designated agent for zoning applications and information requested by Missouri City related to the IF Montessori Project Specific Use Zoning Application:

Farrah Sabouni
AUTOARCH Architects
6200 Savoy Dr #100, Houston, TX 77036
O: 713.952.3366 x 18
F: 713.952.5002
C: 832.439.2869
farrah@autoarch.net

Sincerely,



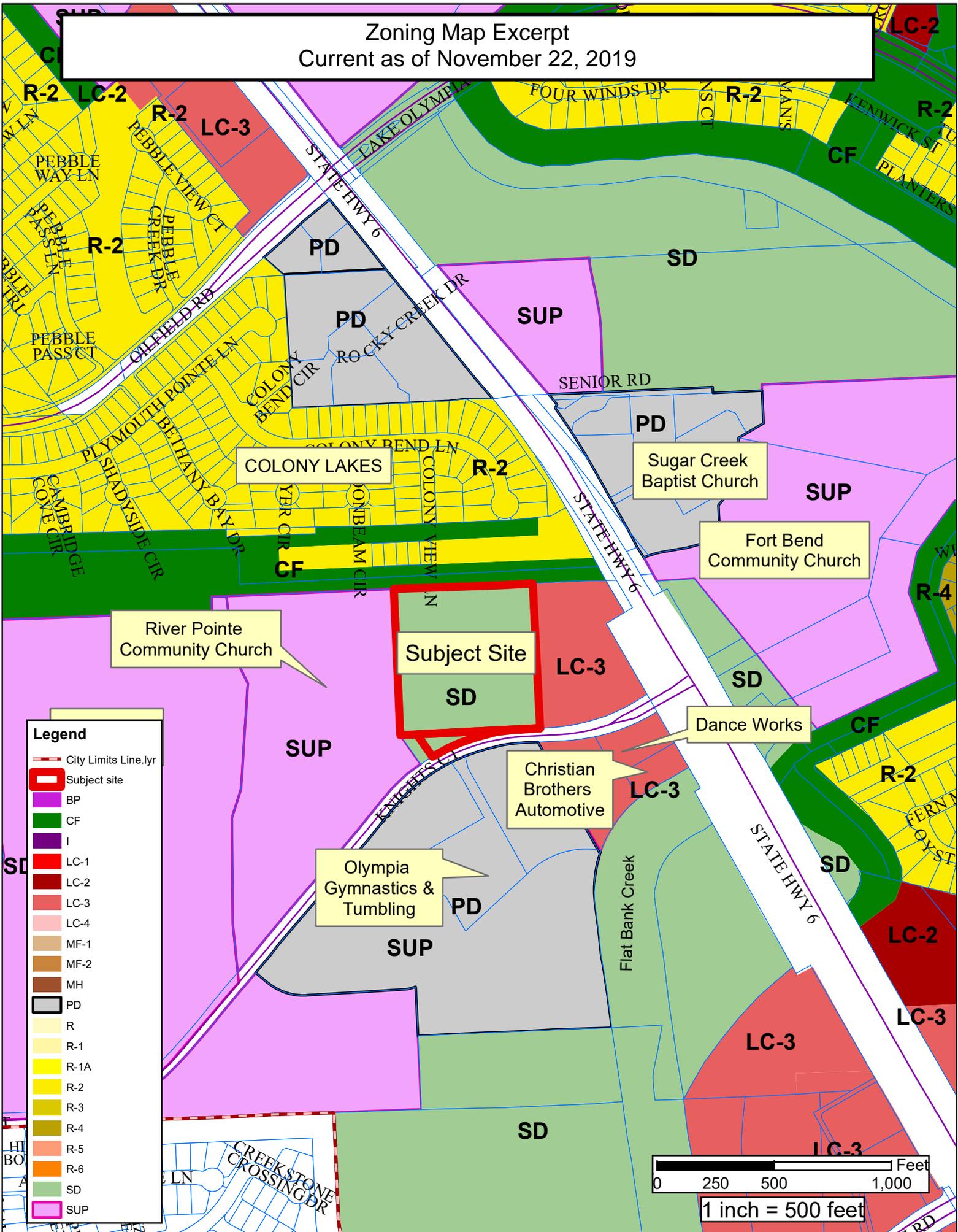
Heping Chen
CEO

Topzeal Education
832-986-9566

chenheping@~~topzeal.com~~

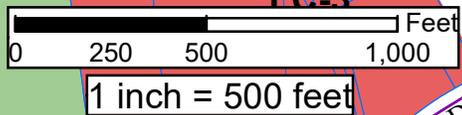
hotmail.com
HC

Zoning Map Excerpt
 Current as of November 22, 2019

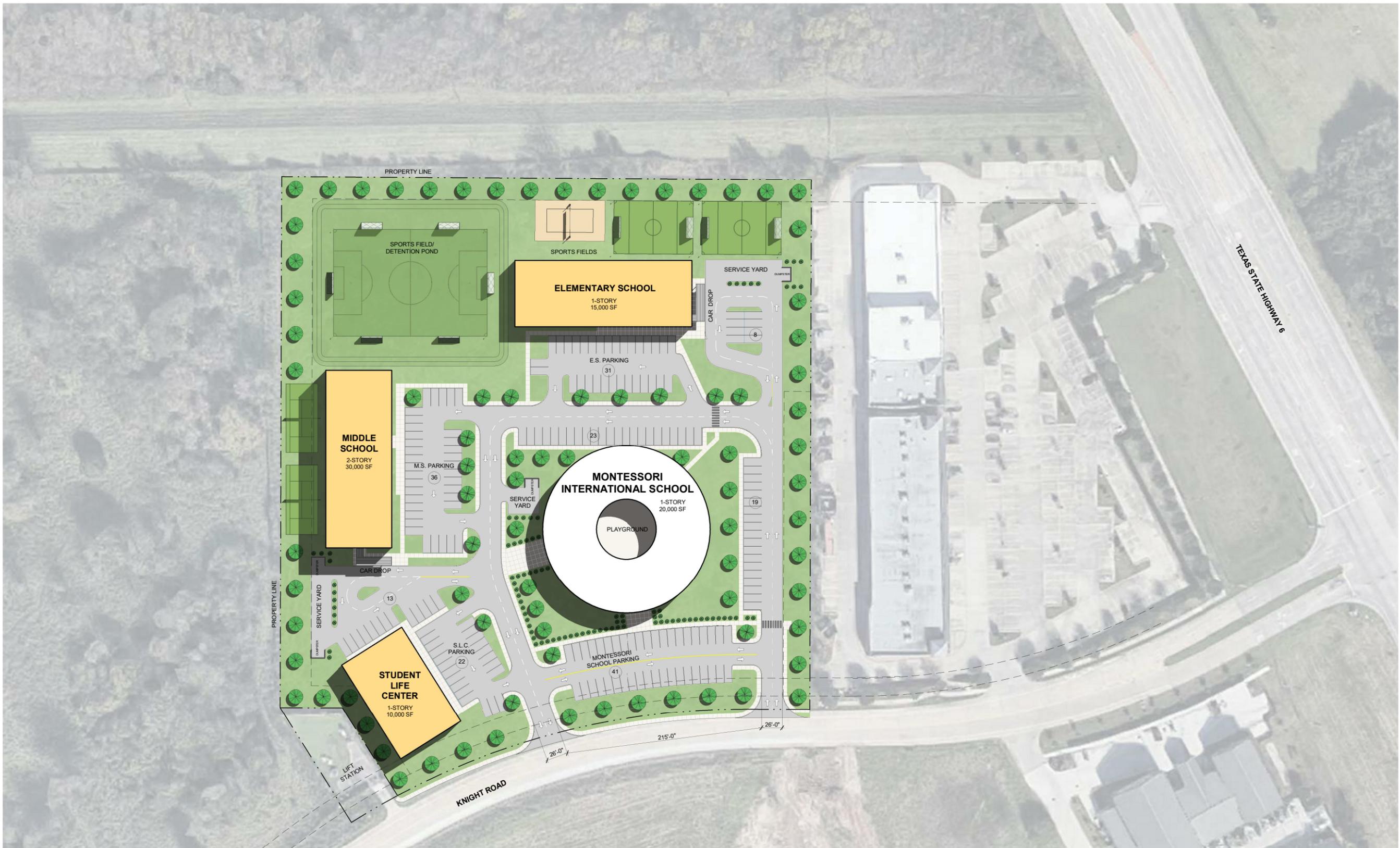


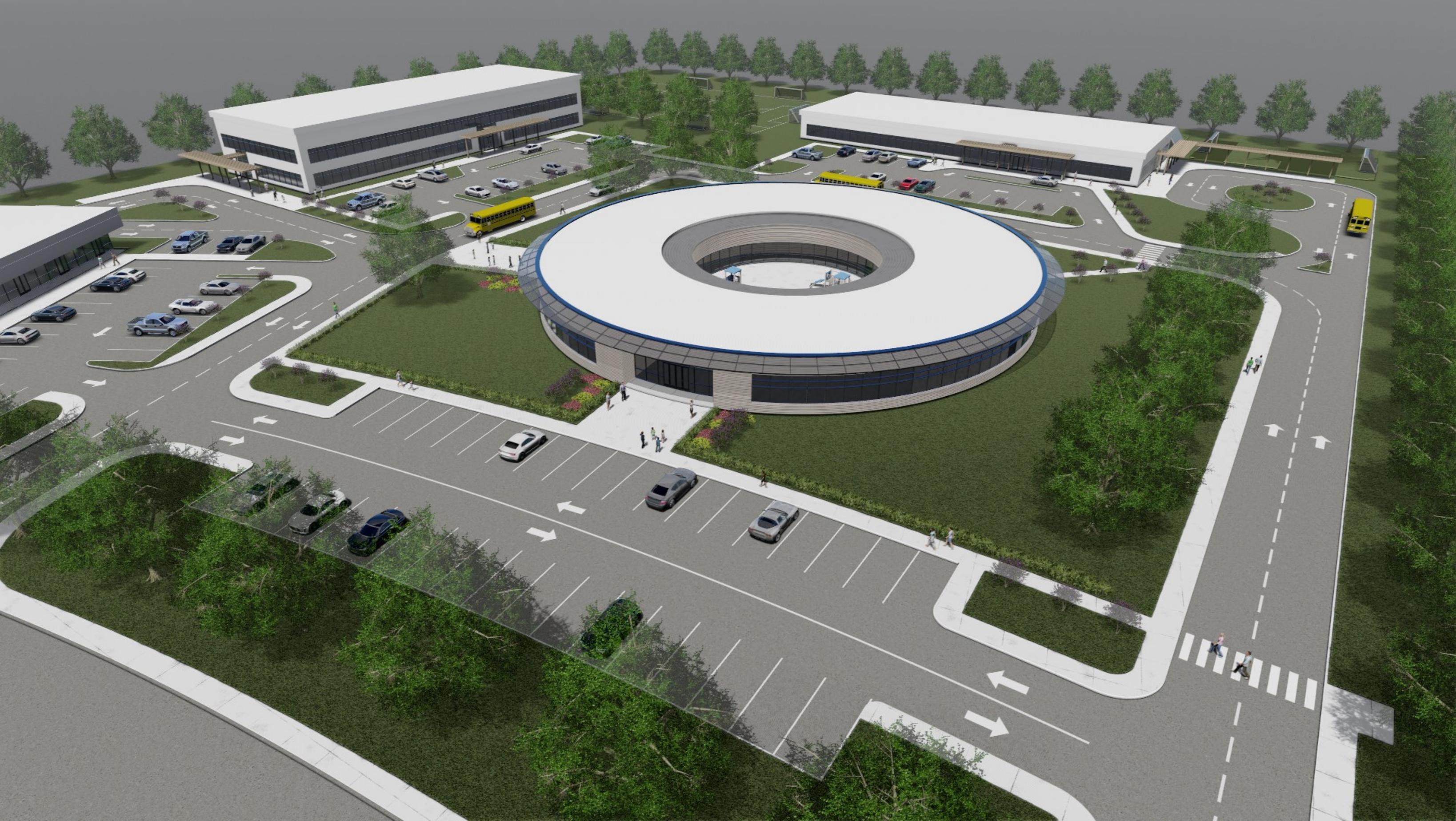
Legend

- City Limits Line.lyr
- Subject site
- BP
- CF
- I
- LC-1
- LC-2
- LC-3
- LC-4
- MF-1
- MF-2
- MH
- PD
- R
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- SD
- SUP



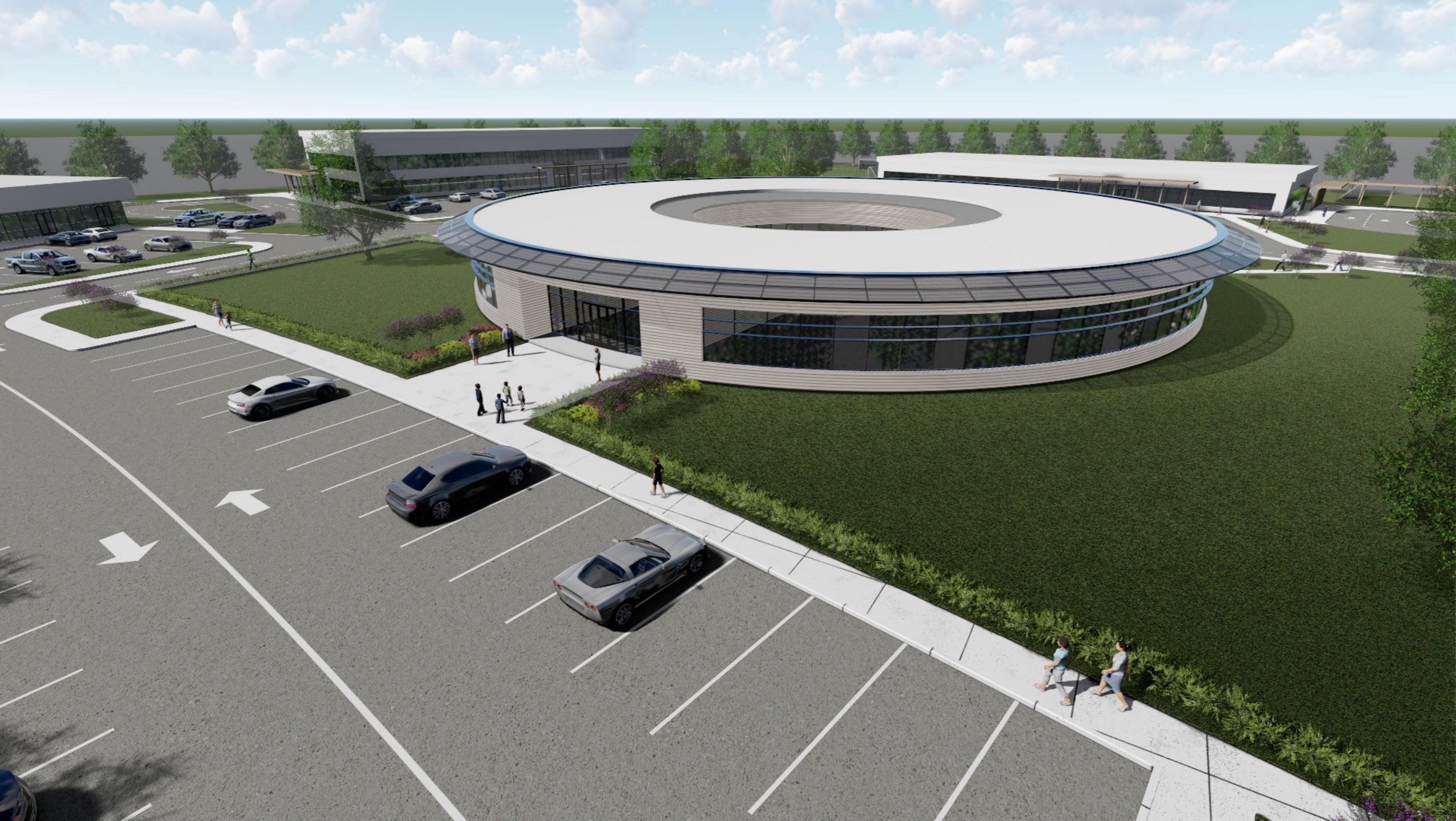






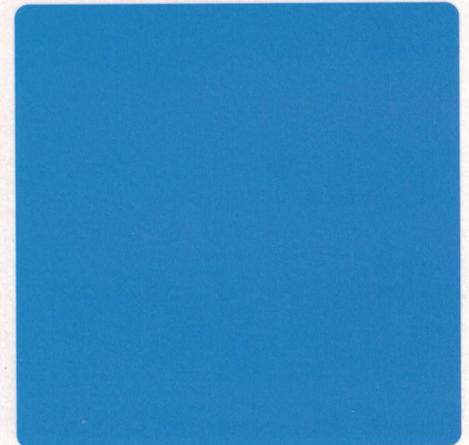
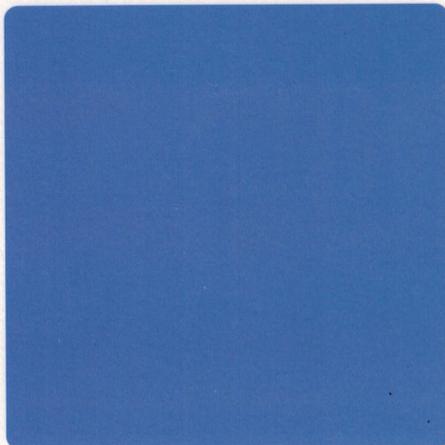
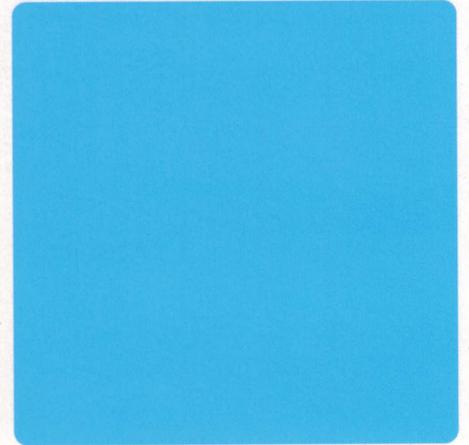
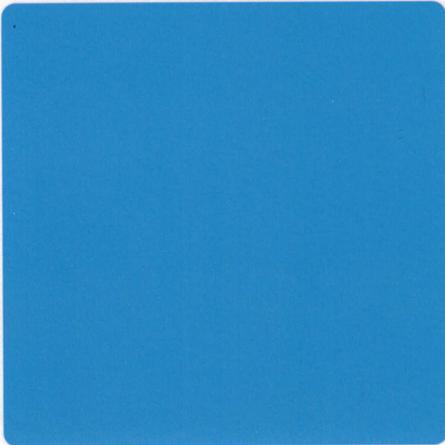








腾泽教育
TOPZEAL EDUCATION
SINCE 1993





陈和平
Heping Chen CEO

现任：腾泽教育发展有限公司董事长，理事长，
如果幼儿园法人代表
兼任：北京市丰台区政协委员、教文卫体副主任
中国民办教育协会培训专业委员会常务理事

At present: the chairman of the board of Beijing
Topzeal Education Development Co., Ltd. The legal
representative and director of IF Kindergarten

Part-time: Beijing Fengtai District CPPCC member
and deputy director of the Education, Culture,
Health and Sports Committee, executive director of
Chinese Association of Private Education and
Training Professional Committee

腾泽教育集团简介

腾泽教育1993年创建于北京，专门从事学前教育、职业教育、教育咨询的现代教育集团化公司。20多年来，腾泽教育秉承“腾云在天、泽惠一方”的价值理念，专注博雅教育，努力发展成为中国最具特色的知名教育机构。腾泽教育长期关注和研究幼儿早期教育，并与国内外众多著名教育机构开展合作，积累了丰富的实践经验。

Introduction

Beijing Topzeal Education Development Co., Ltd. was established in 1993. It specializes in preschool education, vocational training, and education counselling. Topzeal Education aims to provide valuable educational services for the children, the family, and the community and strives to become China's unique well-known educational institution. Topzeal Education has collaborated with many well-known domestic and foreign early childhood education institutions and has accumulated a wealth of practical experience.



企业文化

Corporate Culture

企业愿景

为儿童成长提供优质教育服务，并通过儿童成长促进父母婚姻与家庭的进步，成为“小手牵大手、大手带小手”项目的世界带领者和品牌创始者。

Vision

Corporate vision: to provide quality educational services for children's growth, to improve parents' marriage quality and build stronger family relationships through their child's growth, and to become the world leader and brand founder of the project "little hand holding big hand, big hand with little hand".

使命

让更多儿童享受到成长的快乐与家庭的幸福，让更多父母参与孩子成长的教育中，一起成长并尽到责任。

Mission

Our mission is to let more children grow up happily and healthily and enjoy happy family life, let more parents involve in their children's growth and education, grow with their children and carry the responsibility for their children's education.

企业战略

- 1、率先建立知名品牌国际化连锁幼儿园，如果蒙台梭利幼儿园；
- 2、服务“小手牵大手、大手带小手”，打造服务父母与家庭成长的系列品牌课程，如6A品格教育课程、美满婚姻课程等；
- 3、建设国际化的品牌教育综合体，腾泽儿童教育综合体。

Strategy

1. Establish the first well-known international brand chain Kindergarten, IF Montessori Kindergarten;
2. Provide the service "little hand holding big hand, big hand with little hand" to create series of brand courses for parents and families growth including 6 A's Parenting plan, Happy Marriage course, etc.
3. Build an international brand education complex, Topzeal Childhood Education Complex.

企业文化

Company Culture

价值观

- 1、尊重儿童成长规律，不去吹灭孩子与生俱来的、内心那盏不断探求真理的明灯；
- 2、注重父母与家庭成长对儿童成长的帮助与关键作用；
- 3、强调尊重自己、尊重他人、尊重环境；
- 4、腾泽在天、泽惠一方，立志于为社会提供有价值的教育服务。

Value

- 1) Letting children progress in their own way and pace, modeling behavior while respecting the innate development of a child, not to hinder children's interest in exploring the world.
- 2) Emphasizing the key role of parents and family in children's development.
- 3) Our Motto: Respect yourself, Respect others, and Respect the environment.
- 4) Topzeal Education aims to provide valuable educational service for the children, the family, and the community.

目标

- 1、3年完成国际化连锁品牌幼儿园的发展基础；
- 2、3年拥有一流的儿童、父母与家庭教育课程体系与教师队伍；
- 3、5年打造规模化高品质的国际儿童教育综合体，并形成发展模式；
- 4、努力实现儿童与父母服务满意度达到百分之百。

Target

- 1) Build the solid foundation of development for international brand chain Kindergarten within three years.
- 2) Build up the first-class education curriculum system for children, parents and family with a strong teacher team within three years.
- 3) Build a large-scale high-quality international children's education complex and form the development model with five years.
- 4) Strive to improve our service to achieve a 100% satisfaction rating from children and parents.

“四化”方向：

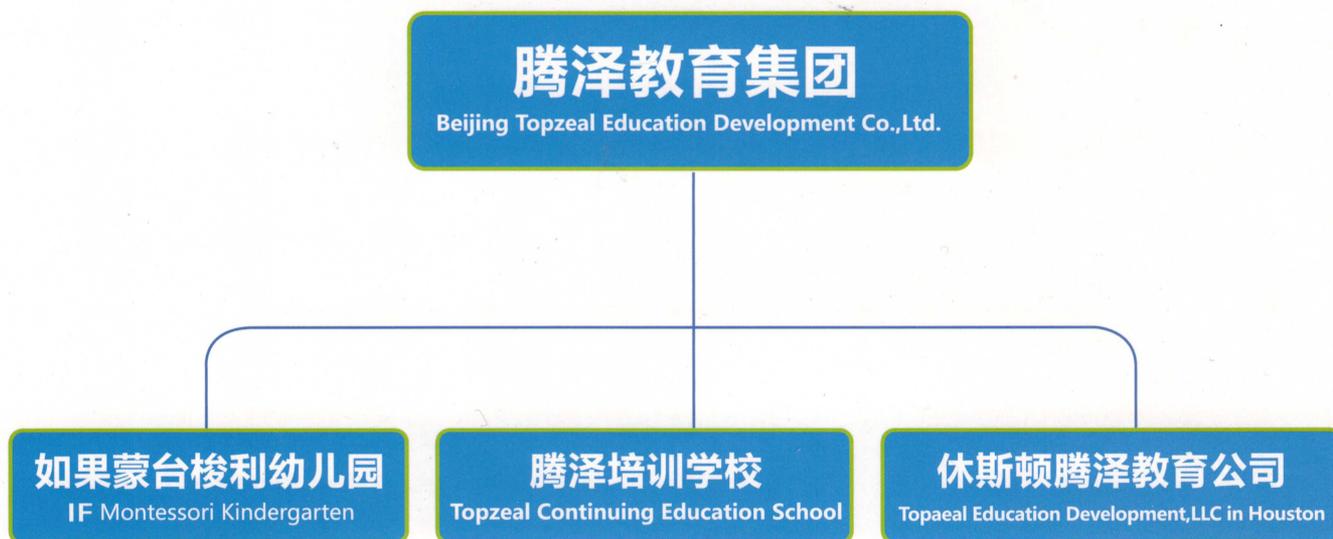
教育科学化
教育信息化
教育国际化
教育娱乐化

“Four modernizations” direction

Scientification of Education
Informatization of Education,
Internationalization of Education
Educational Entertainment (often called Edutainment that combines aspects of education and entertainment).

组织架构

Organization Chart





业务介绍

Business Description

腾泽培训学校1994年7月成立于北京，主营业务为成人职业技能培训和儿童课后培训项目，迄今累计学员超过10万人。

如果蒙台梭利幼儿园丰台方庄园2011年9月成立于北京，以蒙台梭利为特色，为中高端家庭幼儿提供学前教育，每年在校幼儿达100人余人。

休斯顿腾泽教育公司成立于2015年3月成立于美国休斯顿，服务于当地，内容包含中英文双语蒙台梭利幼儿园，中高端家庭游学，儿童课后培训项目。

Topzeal continuing education school was established in July 1994 in Beijing. The Main business of the school is adult vocational skills training. More than 100,000 students have received training in the school.

IF Montessori Kindergarten was established in September 2011 in Beijing. IF implements the international Montessori educational philosophy and teaching methods and provides preschool education for the children of middle and high-income families. There are more than a hundred students in every school year.

Beijing Topzeal Education Development, LLC was established in March 2015 in Houston, TX. . The company offers a wide variety of educational services such as Montessori classes for children, afterschool Chinese programs, enrichment classes, summer and winter camps, and study tours in USA.

集团三大业务

Three Main Business





如果蒙台梭利幼儿园
IF MONTESSORI KINDERGARTEN

如果：如意如愿，果香满园。

"如果"是一种态度，突出的是尊重，一种相互的理解。

"如果"是一种期盼，充满想象，给予孩子独立自由，
梦想从如果开始。

"如果"还是一种总结与反思，会强调鼓励孩子的自身
进步而不是把别人竞争下去，"如果这样做会不会更好"。

总之，"如果式教育"是蒙台梭利理念的一种实
践形式与延伸，对儿童的现在、未来、过去都寄予
厚望。

At IF Montessori, the "I" stands for
Integrity, Innovative, and International;
and the "F" stands Family, Friendly, and
Future.

教学特色

如果蒙台梭利幼儿园以蒙台梭利教育教学为基础，打造
一个以孩子为中心的"儿童世界"，遵循儿童成长的自
然法则，通过各种材料、教具、让孩子主动学习、探索
、研究、激发儿童各种潜能，建构完美人格。

Teaching Features

IF Montessori Kindergarten implements the international Montessori
educational philosophy and teaching methods. To create a child-centered
world, follow the natural laws of child development, let the children
take the initiative to learn, explore, and research through a variety of
materials and teaching aids, stimulate various potentials of children,
build the perfect personality.

幼儿园规模

1200平方米独栋教学楼，有四个班级，每年在园幼儿约
100名，教职工35名。

The Kindergarten Scale

1200 square meters of stand-alone building, there are four classes,
35 teachers/staff, 100 children in each school year.



2013年幼儿园教职工年会现场
Kindergarten teachers in 2013 annual meeting



如果幼儿园国际部
IF MONTESSORI SCHOOL

办学特色

- 蒙台梭利教育
- 世界文化主题
- 国际蒙台梭利师资
- 全日制外教
- 全套进口教具

Running Features

- Montessori Philosophy
- World Cultural Theme
- Full-time Native English Speaker Teacher
- International Montessori Teacher
- Full imported aids

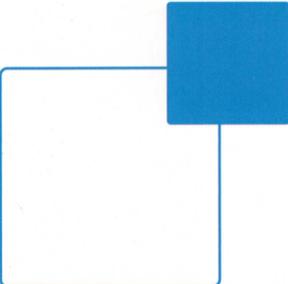
国际班规模

400平方米独栋教学楼，有两个班级，每年幼儿50名，教职工8人。

The International Class Scale

400 square meters of stand-alone building, there are two classes, 8 teachers, 50 children in each school year.





腾泽培训学校

Topzeal Continuing Education School

一、暑期腾泽教育ESL培训课程

每年7月6日-7月30日,8月6日-8月30日
加入我们如果语言学校每年暑期强化英语培训班,
这不仅仅只是暑期学校!
连续4周 每周超过15小时的全日制英语课堂集训,
让学生加强核心语言技能,迎战托福考试,同时开
发学习语言的兴趣。这些课程会帮助你闪耀于课堂
内外,这不仅仅是上一门课而已,快来一起成长吧!

Summer ESL Program at Topzeal Education

July 6st - July 30th, & August 6th - August 30th
Join us each summer for the Intensive English Language Program at
'IF' language school. It's more than just summer school!

This full-time language immersion provides over 15 hours of classroom
instruction per week for 4 weeks, allowing students to strengthen
core language skills, get ready for the TOEFL and explores interests.
The courses help you shine in and outside of the classroom. The summer
program don't just learn. Grow!

二、中国 After School 课后班

办学目的:

为满足儿童在放学后艺术、体育、科学实验等方面的
学习愿望。

课程内容:

艺术类课程:钢琴、舞蹈、绘画、手工制作等

体育类课程:武术、跆拳道、围棋、足球、高尔夫球
等

科学实验课程:小牛顿科学活动

外语课程:一对一,一对多的互动语言课程及游戏,夏、
冬令营等。

After School Enrichment

Classes:

Piano, Dancing, Painting, Handcrafted, etc.
Martial arts, Taekwondo, Go, Football, Golf, etc.
English and Scientific Experiment courses,
Summer and Winter camp

三、财务人员培训

每年培训一万多学员,财务继续教育

Accounting Training Program

More than 10,000 individuals have received training in the school per
year.



休斯顿腾泽教育公司

Topzeal Education Development in Houston

一、幼教综合体

以幼儿教育为基础,结合父母亲子教育、夫妻美满课程,游学体验服务,建立集教育学习、生活美食、运动感统、语言、科学、艺术、品格、健康咨询与医疗、物业等服务于一身,分布幼儿园周边的建筑群,服务于国际及国内中高端适龄家庭。腾泽在美国休斯顿建设的是全球第一家。

Early Childhood Education Complex

In early childhood education, Topzeal Education combines child-centered care with services for parenting education, happy marriage courses, and overseas study tour and construct relative buildings surrounding children care center to provide a complete set of services, which include education, living, exercise, language, science, art, character, health advisory and medical care, property services, etc. The target customers are international and domestic middle and high-income families with school-aged children.

二、课后班

腾泽教育为5岁到9年级的孩子提供课后班服务。我们会在课后时间提供以下的课程来丰富学生们各方面的知识:中文,高级数学和英语,阅读和写作,美术,舞蹈,钢琴和小提琴等才艺课。

After school enrichment classes

Topzeal Education offers after-school classes for children from five years to 9th grade. The school offers the following classes to enrich students after school time.

Chinese Language
Advance Math & English
Reading & Writing
Art, Dancing, Piano & Violin, etc.

三、游学项目

简介:

如果蒙台梭利幼儿园联手休斯顿 Montessori 姊妹幼儿园推出“家庭赴美亲子教育体验游”,每个家庭由宝宝牵着大人一起参加。这是如果蒙台梭利幼儿园“小手牵大手,大手带小手”亲子计划的一部分,目的是让孩子与父母一起快乐的成长!

特色:

孩子:进入国际蒙台梭利幼儿园,体验纯正美国顶级水平蒙氏教育
大人:接触丰富的国际父母亲子教育课程、语言文化课程等,并熟悉了解当地风土人情。周末则与孩子一起游玩娱乐,体验休斯顿及附近城市的景点与游乐场。

Introduction

IF Montessori Kindergarten and sister Montessori school in Houston jointly launch "Family parenting experience tour to the United States". Each family joins the tour by a child holding parent's hand. It is part of IF Montessori Kindergarten parenting plan "little hand holding big hand, big hand with little hand". The goal is to let more children grow up happy and healthy and enjoy happy family life with their parents.

Features

For children: Experiencing the international top-level American Montessori education

For parents: Attending a wealth of international parenting education courses, language and culture courses, etc.; experiencing and know about local customs; enjoying weekends with their children and experiencing the attractions, entertainment, and adventure playground in Houston and cities nearby.





City of Missouri City

NOTICE OF PUBLIC HEARING

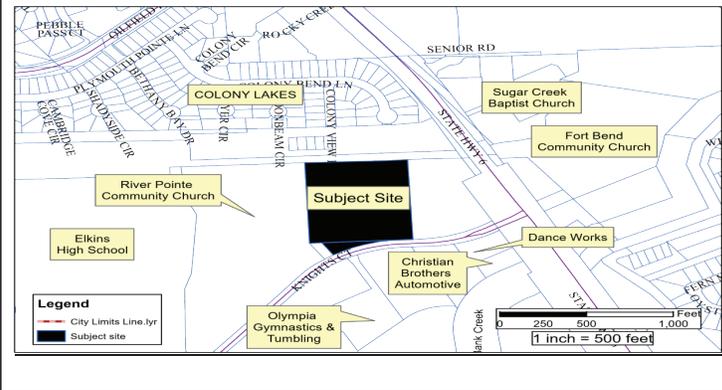
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, January 6, 2020, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Farrah Sabouni, Auto Arch, for a SUP, specific use permit to allow for the location of an educational campus to include a Montessori school, a place of assembly; and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The subject site is located north of Olympia Gymnastics & Tumbling, south of Colony Lakes residential subdivision, east of a shopping center, and west of River Pointe Church, along Knights Court.

SITE LEGAL DESCRIPTION: The subject site can be described as being an approximate 8.2267 acre tract of land out of that certain called 13.729 acre tract recorded under F.B.C.C.F. No. 2009004785 of the Fort Bend County Deed records and situated in the Elijah Roark League, A-77, Fort Bend County, Texas and being an approximate 0.3593 acre tract of land out of Reserve "C", Herman Hospital Estate Large Acreage Tract Plat, as recorded in slide no(s) 1092-A, 1092-B and 10923-A of the Fort Bend County plat records and being all of that certain called 0.3593 acre tract recorded under Fort Bend County Clerk's file no. 2005149543, and situated in the Elijah Roark League, A-77, Fort Bend County, Texas.

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





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

November 22, 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, December 11, 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 Farrah Sabouni, Auto Arch, for a SUP, specific use permit to allow for the location of an educational campus to include a Montessori school, a place of assembly; and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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

Dear City Representatives:

I/We protest this proposed rezoning because

Empty rectangular box for protest reason

I/We support this proposed rezoning because

Empty rectangular box for support reason

Sincerely,

Signature

Print Name

Street Address

Subdivision

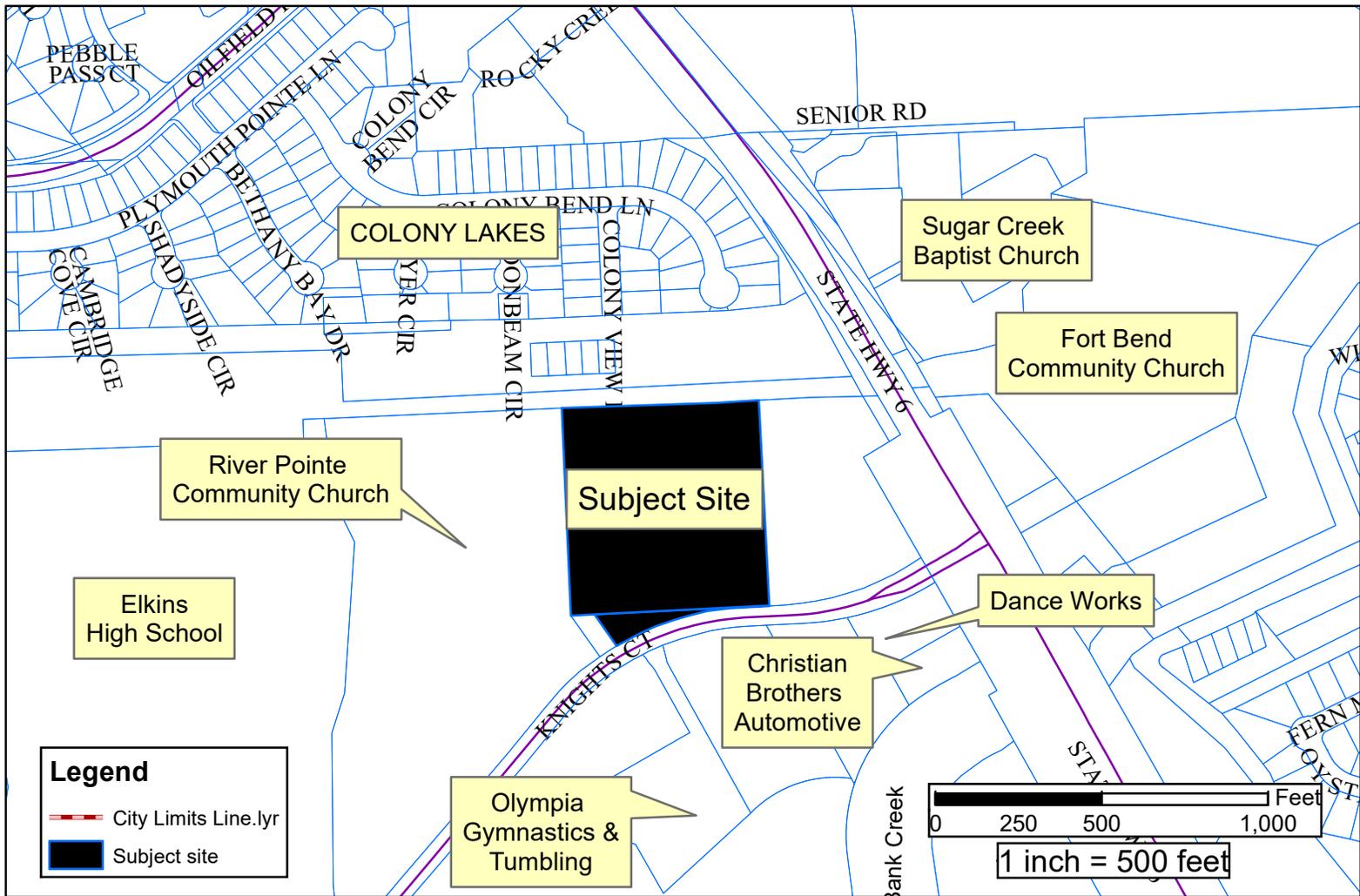
Phone Number Return to:

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281)403-8962

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



PEBBLE
PASS CT

OILFIELD

PLYMOUTH POINTE LN
BETHANY BAY DR
SHADYSIDE CIR

COLONY
BEND CIR

ROCKY CREEK

SENIOR RD

COLONY LAKES

COLONY BEND LN

Sugar Creek
Baptist Church

Fort Bend
Community Church

River Pointe
Community Church

Subject Site

Elkins
High School

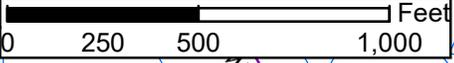
Christian
Brothers
Automotive

Dance Works

Olympia
Gymnastics &
Tumbling

Legend

- City Limits Line.lyr
- Subject site



1 inch = 500 feet



DEVELOPMENT SERVICES - PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

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

DATE OF NOTICE: November 22, 2019

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Mailing labels for adjoining property owners

Kwan Family Living Trust etal
858 Merrick DR
Sugar Land, TX 77478-3742

RMRS Realty LLC
5627 Avon Landing LN
Sugar Land, TX 77479-3550

BLE Dodd Investments LLC
2622 Morganfair LN
Katy, TX 77450-7513

MCOC LLC
206 E 9th ST #STE 1300
Austin, TX 78701-4411

River Pointe Community Church
5000 Ransom RD
Richmond, TX 77469-6323

DW & M Holdings LLC
2 Elderberry TRCE
Sugar Land, TX 77479-2864

CHCC Knights Court LLC
4610 Riverstone BLVD
Missouri City, TX 77459-6141

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

Fort Bend County MUD No 46
9 Greenway PLZ STE 1100
Houston, TX 77046-3653

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

Colony Lakes HOA

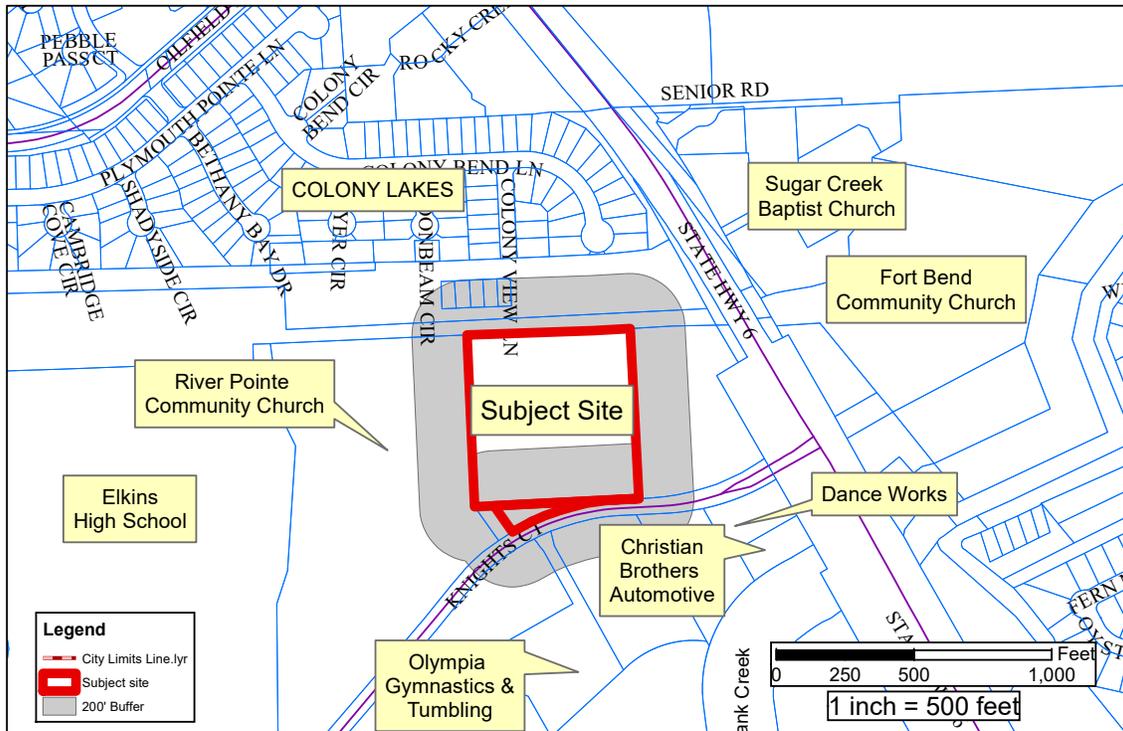
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: IF Montessori School - SUP, Specific Use Permit
City Council First Reading: January 6, 2020

Protest Letters Received

| Name | Property Address OR Fort Bend County Account Number | Land Area (Square Feet) Within 200 Feet |
|--|--|--|
| N/A | | - |
| Total Area Represented by Protest(s): | | - |
| Total Land Area Including Subject Site: | | 1,133,076.25 |
| Subject Site Only Land Area: | | 374,006.16 |
| Total Land Area Only Within 200 Feet of Subject Site: | | 759,070.09 |
| Protest(s) Percentage of Land Area Within 200 Feet: | | 0% |

Note: A total of 0 letters of support and 0 letters of protest has been received for the application request as of December 30, 2019.





**Council Agenda Item
January 6, 2020**

7. **PUBLIC HEARINGS AND RELATED ACTIONS**
 - (b) **Public Hearings and related actions** – *There are no Public Hearings and related actions on this agenda.*

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



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(a) Seeking authorization for the city manager to negotiate and execute an IT contract to Lease and Install City-Wide Backup Solution
Submitted by: Sedrick Cole, IT Director

SYNOPSIS

Seeking authorization for the city manager to negotiate and execute an IT contract to lease and Install City-Wide Backup Solution.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The current city-wide backup solution is end of sale and coming up on end of support. The options available to the city would be to continue paying maintenance on the solution at a higher rate for the same old hardware which would not be fiscally sound or beneficial. Staff recommends to upgrade the current solution with current up to date hardware. Staff negotiated with vendor to lease the new solution with a fair market value option which will allow the city to utilize the solution for the actual life cycle of the solution. This new solution would be leased at the same cost that is currently being paid for the current annual maintenance. There would be no additional fiscal restraint for this recommendation.

The City obtained a hardware quote from DataVox, whose services will be provided through the Department of Information Resources (DIR) contract 176-025-1479-000. The lease will be a new schedule under the existing Master Lease agreement that the City has with Dell Financial Services.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY 2020 Funds Budgeted | FY 2020 Funds Available | Amount Requested |
|----------------|------------------|-------------------|------------------------|-------------------------|------------------|
| Budget | 101-53505-18-170 | N/A | \$1,518,974.00 | \$1,400,434.42 | \$81,254.14* |

*Utilizing the funding from exiting maintenance cost and transitioning to the new lease. The new lease will be at \$81,254.14 per year for 4 years at FMV.

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

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



Prepared For:

Missouri City

December 3, 2019

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| Term | 48 |
|----------------|------------|
| Option | FMV |
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |
| | 4 Payments |

| Dell Quote numbers | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | |
|--------------------|-----------------------------|---------------|----------|----------------|-------------|-------------|
| DVXQ14160-04 | EMC Storage | \$299,996.83 | 1 | \$299,996.83 | 0.27085 | \$81,254.14 |
| | TOTALS | | 1 | \$299,996.83 | | \$81,254.14 |

PLEASE NOTE: (1)

Rate Factor: is Contingent upon and **PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-TSO-3763, Master Lease Agreement Appendix (F)**. Other related DFS documentation will also be required, (unless already on file) such as: Updated (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for lease schedules of \$500,000 or greater. The person who signs the PO must be on the Sec/clerk form or the person on the Sec/clerk form must - co-sign the PO.

Proposal Expiration Date:
January 31, 2019

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Candice Elwaksi
Financial Sales Representative
Education - State & Local Government
Dell | Financial Services
Office: 512. 723.3378
C_Elwaksi@Dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



CITY COUNCIL AGENDA ITEM COVER MEMO

January 06, 2020

To: Mayor and City Council
Agenda Item: 9(b) Seeking authorization for the city manager to negotiate and execute an IT contract to Lease and Install Public Safety Toughbook Solution
Submitted by: Sedrick Cole, IT Director

SYNOPSIS

Seeking authorization for the city manager to negotiate and execute an IT contract to Purchase and Install Public Safety Toughbook Solution.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The MDTs in all public safety vehicles have reached their end of life and end of support. The MDTs are also being utilized beyond their life cycle. MDTs in patrol vehicles cannot be updated to the latest OS as the hardware does not support windows 10. This also increases downtime for officers when they bring units to IT for repairs and the turnaround for the repair due to back ordered parts are longer than anticipated. Staff recommend replacing these MDTs and leasing them so they are on a schedule and it also reduces the annual financial impact to the City budget. Staff recommendation is to utilize available IT replacement fund to fund the lease.

The City obtained a hardware quote from GTS Technology Solutions, whose services will be provided through the Department of Information Resources (DIR) contract DIR-TSO-3763-R. The lease will be a new schedule under the existing Master Lease agreement that the City has with Dell Financial Services.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY 2020 Funds Budgeted | FY 2020 Funds Available | Amount Requested |
|----------------|------------------|-------------------|------------------------|-------------------------|------------------|
| Budget | 611-52260-18-170 | N/A | \$460,500.00 | \$460,500.00 | \$97,429.63* |

*Utilizing the funding from exiting replacement fund and transition to the new lease. The new lease will be at \$97,429.63 per year for the duration of the lease.

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

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

SUPPORTING MATERIALS

1. GTS Technology Solutions Quote
2. Dell Financial Services Quote

STAFF'S RECOMMENDATION

Staff recommends approval of the lease for Public Safety Toughbook solution.

Director Approval: **Sedrick Cole, IT Director**

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



GTS Technology Solutions
 9211 Waterford Centre Blvd. Suite 275
 Austin, Texas 78758

Jordan Hector
 512-784-2843
jordan.hector@gts-ts.com

Quote For: City of Missouri City

| Term Option | 60 TELP |
|--------------|---------|
| Payments | Annual |
| Payments Due | Advance |

| Hardware | | | | | | |
|--------------|-----|--|------------|----------------|--------------------|-------------|
| Part Number | Qty | Description | Price | Extended Price | *Lease Rate Factor | 5 Payments |
| 210-AQPT | 90 | Dell Latitude 5420 Rugged, CTO - See GTS Quote for full Specifications | \$3,204.48 | \$288,403.20 | 0.21794 | \$62,854.59 |
| AA472902 | 90 | Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Advanced Port Replication) | \$687.02 | \$61,831.80 | 0.21794 | \$13,475.62 |
| A7099460 | 90 | MagTek Dynamag MagneSafe Swipe Reader - Magnetic card reader (Tracks 1, 2 & 3) - USB - black | \$56.86 | \$5,117.40 | 0.21794 | \$1,115.29 |
| 210-AMTI | 13 | Dell Latitude 12 Rugged Extreme (7212) , XCTO | \$3,090.85 | \$40,181.05 | 0.21794 | \$8,757.06 |
| 590-TEUP | 13 | Dell Scanner Module (Barcode, Magnetic Stripe) for the Latitude 12 Rugged Tablet | \$427.49 | \$5,557.37 | 0.21794 | \$1,211.17 |
| A8512640 | 13 | Docking Station for Dell's Latitude 12 Rugged Tablet with Power Supply | \$461.54 | \$6,000.02 | 0.21794 | \$1,307.64 |
| SERVICES | 103 | Installation Services - Please see SOW | \$318.21 | \$32,775.63 | 0.21794 | \$7,143.12 |
| 340-AKVL | 13 | Kit - Nylon Handle for Latitude 12 Rugged Extreme | \$89.99 | \$1,169.87 | 0.21794 | \$254.96 |
| C-ADP-114 | 13 | Adapter bracket attaches to a C-HDM-304 | \$13.93 | \$181.09 | 0.21794 | \$39.47 |
| C-UMM-101 | 13 | UNIVERSAL MONITOR MOUNT ASSEMBLY | \$42.67 | \$554.71 | 0.21794 | \$120.89 |
| C-KBM-202 | 13 | Havis Rugged Keyboard Mount and Adapter Combination | \$103.17 | \$1,341.21 | 0.21794 | \$292.30 |
| IK-88-TP-USB | 13 | iKey Backlit, full travel keyboard with integrated touchpad and USB cable | \$302.66 | \$3,934.58 | 0.21794 | \$857.50 |
| TOTALS | | | | \$447,047.93 | | \$97,429.63 |

Proposal Expiration Date: 21-Dec-19

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options

Tax Exempt Lease Purchase (TELP):

- *Exercise the option to Purchase the products for \$1.00.
- *Return all products to lessor at the lessee's expense.

PLEASE NOTE: (1)

Rate Factor: is Contingent upon and PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-TSO-3763, Master Lease Agreement Appendix (F)". Other related DFS documentation will also be required, (unless already on file) such as: Updated (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for lease schedules of \$500,000 or greater. The person who signs the PO must be on the Sec/clerk form or the person on the Sec/clerk form must - co-sign the PO.



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0048695
Date: 11/12/2019
Delivery Date:
Expire Date: 12/12/2019
Customer ID: TXMIZC13004
Sales Contact: Jeremy Kling

| QUOTE FOR: | | SHIP TO: | |
|-----------------------|-------------|-----------------------|--|
| City of Missouri City | | City of Missouri City | |
| CUSTOMER P.O. NO. | TERMS | SALES REP | |
| | Net 30 Days | Jordan Hector | |
| SHIPPING TERMS | | SHIP VIA | |
| | | | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|-----|--|----------------|-------|------|------------|----------------|
| 1 | 210-AQPT: Dell Latitude 5420 Rugged, CTO | DIR-TSO-3763-R | 90.00 | EACH | \$3,204.48 | \$288,403.20 |

NOTE:

8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)
 Win 10 Pro 64 English, French, Spanish
 No AutoPilot
 Microsoft(R) Office 30 Days Trial
 Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit
 Intel vPro Technology Advanced Management Features 16GB, 2x8GB, 2666MHz DDR4 Non-ECC
 M.2 512GB PCIe NVMe Class 40 Solid State Drive
 14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen
 RGB Camera
 SYSTEM RATING LABEL
 Sealed Internal RGB Backlit English Keyboard
 Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver
 Intel Dual Band Wireless AC 8265 (802.11ac) 2x2
 WLAN Bracket
 Qualcomm Snapdragon X20 (DW5821e) Vrz
 WWAN Bracket
 3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery
 90 Watt AC Adapter
 Dell Top Case and Palmrest without Security
 Dell USB,USB,AUDIO,BLANK left I/O module
 No Anti-Virus Software
 OS-Windows Media Not Included
 3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery
 No Additional IO Ports
 No Resource DVD / USB
 TPM Enabled
 System Driver, Dell Latitude 5420
 Dell Developed Recovery Environment
 Quick Referene Guide
 Safety/Environment and Regulatory Guide (English/Spanish) US Order
 Shuttle SHIP Material
 Directship Info Mod
 Regulatory Label included
 No UPC Label
 E5 Power Cord (US)



GTS Technology Solutions, Inc.
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 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0048695
Date: 11/12/2019
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Customer ID: TXMIZC13004
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| QUOTE FOR: | SHIP TO: |
|-----------------------|-----------------------|
| City of Missouri City | City of Missouri City |

| CUSTOMER P.O. NO. | TERMS | SALES REP |
|-------------------|-------------|---------------|
| | Net 30 Days | Jordan Hector |
| SHIPPING TERMS | | SHIP VIA |
| | | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|-----|--|----------------|-------|------|------------|----------------|
| | Intel Core i7 vPro Label BTO Standard shipment Air Factory Installed Rigid handle tied sku Dedicated u-blox NEO-MQN GPS Card No Option Included ENERGY STAR Qualified ProSupport: Next Business Day Onsite, 2 YearS Extended ProSupport: Next Business Day Onsite, 3 Years Dell Limited Hardware Warranty Initial Year ProSupport: 7X24 Technical Support, 5 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115 Accidental Damage Service, 5 year | | | | | |
| 2 | AA472902: Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Advanced Port Replication) | DIR-TSO-3763-R | 90.00 | EACH | \$687.02 | \$61,831.80 |
| 3 | A7099460: MagTek Dynamag MagneSafe Swipe Reader - Magnetic card reader (Tracks 1, 2 & 3) - USB - black | DIR-TSO-3763-R | 90.00 | EACH | \$56.86 | \$5,117.40 |
| 4 | 210-AMTI: Dell Latitude 12 Rugged Extreme (7212) , XCTO | DIR-TSO-3763-R | 13.00 | EACH | \$3,090.85 | \$40,181.05 |
| | NOTE: | | | | | |
| | 8th Gen Intel Core i7-8650U (8M Cache, Quad Core, 1.9GHz), vPro Win 10 Pro 64 English, French, Spanish No AutoPilot Microsoft(R) Office 30 Days Trial No DDP ESS Software Intel Core i7-8650U KBL-R w/16GB memory and GPS vPro Technology Advanced Management 16GB 1866MHz LPDDR3 Memory Bracket for PCIE SSD drive M.2 512GB PCIe NVMe Class 40 Solid State Drive Keyboard Cover with Kickstand No Mouse Intel 8265AC wireless + Bluetooth Driver Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2), SAR Bracket for Wireless card Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811 Gobi5000) for Verizon, for Windows 8.1/10 Bracket for Wireless card 2-cell (34Wh) 3-Year Limited Hardware Warranty Lithium Ion Primary Battery | | | | | |

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0048695
Date: 11/12/2019
Delivery Date:
Expire Date: 12/12/2019
Customer ID: TXMIZC13004
Sales Contact: Jeremy Kling

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| City of Missouri City | City of Missouri City |

| CUSTOMER P.O. NO. | TERMS | SALES REP |
|-------------------|-------------|---------------|
| | Net 30 Days | Jordan Hector |
| SHIPPING TERMS | | SHIP VIA |
| | | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|-----|---|----------|------|-----|-------|----------------|
| | 45 Watt AC Adapter 2-cell (34wh) 3-Year Limited Hardware Warranty Lithium Ion Secondary Battery No Removable CD/DVD Drive No FGA Dell Command Power Manager (DCPM) SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio Royalty Dell Developed Recovery Environment System Driver, Dell Rugged 12 System Utilities, ISS3P0 E5 Power Cord (US) No Setup and Features Guide No Media Safety/Environment and Regulatory Guide (English/French Multi-language) US Order System Shipment Shipping Material, Shuttle Regulatory Label (WLAN & WWAN) No Carrying Case No Option Included No UPC Label ENERGY STAR Qualified BTO Standard shipment Air 5MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone Dual Microphones WLAN/WWAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass System Regulatory Label Connector for I/O Expansion Micro Serial Port No Option Included No Anti-Virus Software ProSupport: Next Business Day Onsite, 2 Year Extended ProSupport: Next Business Day Onsite, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115 Dell Limited Hardware Warranty Initial Year ProSupport: 7x24 Technical Support, 5 Years | | | | | |

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0048695
Date: 11/12/2019
Delivery Date:
Expire Date: 12/12/2019
Customer ID: TXMIZC13004
Sales Contact: Jeremy Kling

| QUOTE FOR: | SHIP TO: |
|-----------------------|-----------------------|
| City of Missouri City | City of Missouri City |

| CUSTOMER P.O. NO. | TERMS | SALES REP |
|-------------------|-------------|---------------|
| | Net 30 Days | Jordan Hector |
| SHIPPING TERMS | | SHIP VIA |
| | | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|-----|--|----------------|--------|------|----------|----------------|
| | Accidental Damage Service, 5 year No Smart Card Reader No Fingerprint Reader | | | | | |
| 5 | 590-TEUP: Dell Scanner Module (Barcode, Magnetic Stripe) for the Latitude 12 Rugged Tablet | DIR-TSO-3763-R | 13.00 | EACH | \$427.49 | \$5,557.37 |
| 6 | A8512640: Docking Station for Dell's Latitude 12 Rugged Tablet with Power Supply | DIR-TSO-3763-R | 13.00 | EACH | \$461.54 | \$6,000.02 |
| 7 | SERVICES: DEPLOYMENT CLIENT SE: Installation Services - Please see SOW | DIR-TSO-3655 | 103.00 | EACH | \$318.21 | \$32,775.63 |
| 8 | 340-AKVL: Kit - Nylon Handle for Latitude 12 Rugged Extreme | DIR-TSO-3763 | 13.00 | EACH | \$89.99 | \$1,169.87 |
| 9 | C-ADP-114: Adapter bracket attaches to a C-HDM-304 | DIR-TSO-3920 | 13.00 | EACH | \$13.93 | \$181.09 |
| 10 | C-UMM-101: UNIVERSAL MONITOR MOUNT ASSEMBLY | DIR-TSO-3920 | 13.00 | EACH | \$42.67 | \$554.71 |
| 11 | C-KBM-202: Havis Rugged Keyboard Mount and Adapter Combination | DIR-TSO-3920 | 13.00 | EACH | \$103.17 | \$1,341.21 |
| 12 | FREIGHT CHARGE: Freight Charge | NON CONTRACT | 1.00 | EACH | \$0.00 | \$0.00 |
| 13 | IK-88-TP-USB: iKey Backlit, full travel keyboard with integrated touchpad and USB cable | DIR-TSO-3652 | 13.00 | EACH | \$302.66 | \$3,934.58 |

| | | |
|--|--|--|
| For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted. | Total Weight (EACH): 0 Total Volume (EACH): 0 | Sales Total: \$447,047.93 Freight & Misc.: \$0.00 Tax Total: \$0.00 Total (USD): \$447,047.93 |
| These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. | | |



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(c) Authorize second amendment to the existing Steep Bank and Flat Bank Creek Wastewater Treatment Plant Facilities Agreement with the participants
Submitted by: Dan McGraw, Utilities Manager

SYNOPSIS

Authorize second amendment to an existing wastewater agreement between the City and Fort Bend Municipal Utility District (MUD) No. 42 to facilitate purchase of Wastewater Treatment capacity by Fort Bend Municipal Utility District 149 at the Steep Bank Flat Bank Creek (SBFB) Wastewater Treatment Plant (WWTP).

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The City's SBFB Regional WWTP currently has a treatment capacity of 3.0 million gallon per day (MGD). The SBFB Regional WWTP is being expanded to add an additional 1.5 MGD of treatment capacity. The SBFB WWTP currently has seven (7) districts participating with agreements with the City. First Colony MUD 9, FB-MUD 42, FB-MUD 46, FB-MUD 115, FB-MUD 129, FB-MUD 149 and the newest participant, Sienna-MUD 1 which is paying for the capacity expansion at this plant to accommodate growth within its jurisdiction.

First Colony MUD 9, FB-MUD 42, FB-MUD 46, FB-MUD 115, FB-MUD 129, FB-MUD 149 each own a percentage share of the existing 3.0 MGD treatment capacity and Sienna MUD 1 owns the additional 1.5 MGD, which is being added based on existing agreements. Per the first addendum to these agreements dated March 9, 2015, the districts (participants) can purchase capacity from another district if there is available or unused capacity. A capacity purchase price stipulated in the agreement, which is also adjusted yearly to reflect the consumer price index (CPI) factor. As of October 1, 2019 and per the terms of the agreement, this available capacity can be sold/purchased at a price of \$7.26/gallon.

On March 22, 2019, Fort Bend MUD 149 made a request to the city to purchase 82,500 gallons of any available treatment capacity from the participants, based on the terms outlined in the March 9, 2015 addendum. City staff contacted all participants to request the sale of any available capacity to FB-MUD 149. Three districts responded with their available capacities for sale, FB-MUD 42, FB-MUD 115, and FB-MUD 129. City staff prepared the second amendment for the sale/transfer of sewage treatment capacity to FB-MUD 149 for a total cost of \$598,950, which is calculated based on \$7.26/gallon and multiplied by 82,500 gallons of requested capacity.

FB-MUD 149 has already submitted a check for \$598,950 to the City towards the purchase of 82,500 gallons of available treatment capacity. Once approved by Council, City staff will reimburse each participant's share, based on their pro-rata share of capacities sold to FB-MUD 149, which is listed below:

| District | Current Capacity | Proposed Capacity | Capacity Sold | Capacity Purchased |
|---------------------|------------------|-------------------|---------------|--------------------|
| First Colony MUD 9 | 1,050,000 | 1,050,000 | 0 | 0 |
| Fort Bend MUD 42 | 450,000 | 420,000 | 30,000 | 0 |
| Fort Bend MUD 46 | 425,000 | 425,000 | 0 | 0 |
| Fort Bend MUD 115 | 283,750 | 264,006 | 19,744 | 0 |
| Fort Bend MUD 129 | 470,750 | 437,994 | 32,756 | 0 |
| Fort Bend MUD 149 | 320,500 | 403,000 | 0 | 82,500 |
| Total Volume | <u>3,000,000</u> | <u>3,000,000</u> | <u>82,500</u> | <u>82,500</u> |

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY 2020 Funds Budgeted | FY 2020 Funds Available | Amount Requested |
|--------------------------|-------------------|------------------------------|------------------------|-------------------------|------------------|
| Steepbank/Flat bank Fund | 506-48702-01-001- | Contribution-Sewer Capacity | \$0 | \$0 | \$598,950 |
| Steepbank/Flat bank Fund | 506-53570-50-506- | Wastewater Capacity Expenses | \$0 | \$0 | \$598,950 |

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

Financial/Budget Review: Keresa Aaron, Sr. Budget Analyst

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. Second Addendum to Steep Bank and Flat Bank Creek Wastewater Treatment Plant Facilities Agreement with the participant (s)
2. March 9, 2015 addendum to Steep Bank and Flat Bank Creek Wastewater Treatment Plant Facilities Agreement

**SECOND ADDENDUM TO REGIONAL WASTEWATER TREATMENT
FACILITIES AGREEMENT BY AND AMONG
THE CITY OF MISSOURI CITY, TEXAS,
AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 42**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS SECOND ADDENDUM TO THE REGIONAL WASTEWATER TREATMENT FACILITIES AGREEMENT (the “*Second Addendum*”) is made and entered into as of the _____ day of _____, 2019 (the “*Second Addendum Effective Date*”), by and between the City of Missouri City (the “*City*”), a home-rule municipality of the State of Texas, and Fort Bend County Municipal Utility District No. 42 (the “*District*”), a conservation and reclamation district created pursuant to Article 16, Section 59, of the Constitution of Texas and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the City and District are each, a “*Party*” and are collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties have previously entered into a certain “Second Restated Regional Wastewater Treatment Facilities Agreement” dated June 22, 1998 (the “Agreement”);

WHEREAS, the Parties have previously entered into a certain “Addendum to Regional Wastewater Treatment Facilities Agreement” dated March 9, 2015, that modified the Agreement (the “Addendum”);

WHEREAS, the City operates and maintains a Regional Plant and Facilities pursuant to terms and provisions provided in the Agreement, as supplemented by the Addendum;

WHEREAS, pursuant to the Agreement, the District has the right to deliver an average daily volume of up to 450,000 gallons per day of Wastewater (as defined in the Agreement) per day to the Phase I Project and the Phase II Project at certain, defined locations;

WHEREAS, pursuant to the Addendum, a Participant in the Regional Plant may increase or decrease its Reserved Capacity allocation;

WHEREAS, pursuant to the Addendum, Fort Bend County Municipal Utility District No. 149, a Participant (“MUD 149”), has requested an additional 82,500 gallons per day of Wastewater;

WHEREAS, pursuant to the Addendum, the City has received responses from other Participants regarding whether such Participants desire to relinquish any portion of their respective Reserved Capacity to meet, in whole or in part, MUD 149’s Capacity Modification Request;

WHEREAS, pursuant to the Addendum, the District is willing to relinquish 30,000 gallons per day of Wastewater of its Reserved Capacity to MUD 149 in exchange for the District’s receipt of the District Capacity Payment (as defined herein);

WHEREAS, through this Second Addendum, the Parties desire to reallocate certain Reserved Capacity in the City's Regional Plant and Facilities, as currently constructed and permitted;

WHEREAS, the City and District desire to enter into this Second Addendum to supplement the provisions of the Agreement and the Addendum according to the terms and conditions contained herein;

WHEREAS, the City will remain the sole legal owner of the City's wastewater system, including any expansions thereto; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Second Addendum providing for the administration and implementation of the Agreement and the Addendum;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits in this Second Addendum, including the above recitals, the City and the District agree as follows:

SECOND ADDENDUM

1. **Defined Terms.** Except as expressly stated otherwise herein, the defined terms in the Agreement and the Addendum shall have the same meaning in this Second Addendum.

2. Amended Reserved Capacity Allocation Amounts.

A. *Modified Reserved Capacity Allocation Amount of District and MUD 149.*

Except as limited by Subsection B(3), below, the Parties agree that as of the Second Addendum Effective Date, the District’s Reserved Capacity shall be decreased by 30,000 gallons per day of a total 450,000 gallons per day and MUD 149’s Reserved Capacity shall be increased by 82,500 gallons per day to a total of 403,000 gallons per day.

B. *Modified Reserved Capacity Allocation of the Phase I Project and Phase II Project and Reserved Capacity Payments.*

1. Except as limited by Subsection B(3), below, the Parties agree that as of the Second Addendum Effective Date, the pro-rata share of the District and the Participants in the Phase I Project and the Phase II Project is as follows:

| District | Current Capacity GPD | % Share of Capacity |
|--------------------|---------------------------------|------------------------------------|
| First Colony MUD 9 | 1,050,000 | 35.00 % |
| Fort Bend MUD 42 | 420,000 | 14.00 % |
| Fort Bend MUD 46 | 425,000 | 14.17 % |
| Fort Bend MUD 115 | 264,006 | 8.80 % |
| Fort Bend MUD 129 | 437,994 | 14.60 % |
| Fort Bend MUD 149 | 403,000 | 13.43 % |
| Total | 3,000,000 | 100.00 % |

2. MUD 149 shall make a lump-sum payment to the City in the amount of \$598,950 which is equal to \$7.26 per gallon (the “Adjusted Transition Cost”) times 82,500 gallons (the “Total Capacity Payment”) no later than December

15, 2019. The City shall make a payment to each Participant, including the District, that relinquished any amount of its Reserved Capacity to MUD 149 for such Participant's share of the Total Capacity Payment, which is equal to the Adjusted Transition Cost times the number of gallons relinquished by such Participant (the "District Capacity Payment"), no later than February 1, 2020. The City acknowledges and agrees that the Total Capacity Payment shall satisfy MUD 149's obligations under the Addendum for all costs related to the addition of Reserved Capacity pursuant to its Capacity Modification Request, but does not satisfy MUD 149's obligations under the Agreement, as modified, for ongoing Operations and Maintenance Expenses, including related reserves, or for the cost of future Improvements, future Expansions, and future Regulatory Upgrades.

3. Notwithstanding any other provision of this Second Addendum, the modification of the District's Reserved Capacity allocation shall not go into effect unless and until: (i) First Colony Municipal Utility District No. 9 and Fort Bend County Municipal Utility District Nos. 42, 46, 115, 129 and 149 execute their respective second addendums with the City that amend the Reserved Capacity allocations of the Participants in accordance with this Second Addendum; and (ii) the District receives its District Capacity Payment pursuant to Subsection 2, above.
- 3. Effect of Second Addendum.** This Second Addendum does not replace the Agreement or the Addendum; the Agreement and Addendum will remain in effect, as

modified by the Second Addendum. However, except as expressly stated otherwise herein, in the event of a conflict between the terms of the Agreement, the Addendum, and this Second Addendum, the terms of this Second Addendum shall control.

4. **Modification.** This Second Addendum shall be subject to change or modification only with the written mutual consent of the governing bodies of the Parties hereto.
5. **Severability.** The provisions of this Second Addendum are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Second Addendum, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Second Addendum and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Second Addendum to other persons or circumstances shall not be affected thereby.
6. **Authority.** This Second Addendum has been executed by the City by authority of a prevailing motion by its City Council and has been executed by the District by authority of a prevailing motion by its Board of Directors.
7. **Recitals.** The Recitals of this Second Addendum are incorporated into this Second Addendum for all purposes.

[remainder of page intentionally left blank]

This Second Addendum is executed as of the ____ day of _____, 2019.

CITY OF MISSOURI CITY, TEXAS

Yolanda Ford, Mayor

ATTEST:

Maria Jackson, City Secretary

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 42**

By: _____
_____, President, Board of Directors

ATTEST:

_____, Secretary, Board of Directors

**ADDENDUM TO REGIONAL WASTEWATER TREATMENT FACILITIES
AGREEMENT BY AND AMONG
THE CITY OF MISSOURI CITY, TEXAS
AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 149**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS ADDENDUM TO REGIONAL WASTEWATER TREATMENT FACILITIES AGREEMENT (the “*Addendum*”) is made and entered into as of the 16 day of February 2015 (the “*Addendum Effective Date*”), by and between the City of Missouri City (the “*City*”), a home rule municipality of the State of Texas, and Fort Bend County Municipal Utility District No. 149 (the “*District*”), a conservation and reclamation district created pursuant to Article 16, Section 59, of the Constitution of Texas and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the City and District are each, a “*Party*” and are collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties have previously entered into a certain “Regional Wastewater Treatment Facilities Agreement” dated January 4, 2010; (the “*Agreement*”);

WHEREAS, under the Agreement, the District has the right to deliver an average daily volume of up to 406,000 gallons of Wastewater (as defined in the Agreement) per day to the City at certain, defined locations;

WHEREAS, the City operates and maintains a Regional Plant and Facilities pursuant to terms and provisions provided in the Agreement;

WHEREAS, through this Addendum, the Parties desire to (i) reallocate certain capacity and associated costs in the City's Regional Plant and Facilities, as currently constructed and permitted; (ii) clarify the obligations of the District in the event that the City decides to further expand the City's Regional Plant and Facilities, referred to as Phase III; (iii) clarify the obligations of the District in respect to over expansion incurred as of the date of this Addendum to serve Phase III; (iv) and establish a protocol for the City to manage the sale of excess capacity in the Regional Plant and Facilities, as currently constructed;

WHEREAS, the City and District desire to enter into this Addendum to supplement the provisions of the Agreement according to the terms and conditions contained herein; and

WHEREAS, the City will remain the sole legal owner of the City's wastewater system, including any expansions thereto; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Addendum providing for the undertaking, administration and implementation of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits in this Addendum, including the above recitals, the City and the District agree as follows:

ADDENDUM

1. **Defined Terms.** Except as expressly stated otherwise herein, the defined terms in the Agreement shall have the same meaning in this Addendum.

2. **Phase III Project and Purchase and Sale of Reserved Capacity Amounts.**

A. *Phase III Project Capacity, Capital Cost, and Debt Service Requirements.*

Regardless of any provision to the contrary in the Agreement, the District shall have no right to any of the wastewater treatment capacity in the expansion of the Regional Plant and Facilities beyond the current capacity of 3.0 MGD (such future expansion shall be considered the "*Phase III Project*"). Accordingly, the District shall have no obligation to pay for the Capital Costs or Debt Service Requirements for the Phase III Project including without limitation the oversizing costs specified in Section 1.10 of the Agreement and any Improvements or Regulatory Upgrades solely for the benefit of the Phase III Project. The District's Reserved Capacity is allocated from the City's Regional Plant and Facilities, as currently constructed and permitted, excluding Phase III oversizing. In the future, upon a request by the District for additional capacity, the City may allocate capacity in the Phase III Project to District if the City determines, in its sole discretion, that there is capacity in the Phase III Project available for allocation. If the City determines to allocate Phase III Project capacity to the District, then terms for payment and financing of

such Phase III Project costs shall be governed by an additional addendum to the Agreement.

B. *Requests to Purchase and Sell Reserved Capacity Amounts from Phases I and II.*

1. Except as otherwise provided herein, the District shall neither sell, assign, convey, lease, nor otherwise transfer any portion of its Reserved Capacity allocation to an existing Participant or a third party, and the District shall not purchase or otherwise receive additional capacity in the Regional Plant and Facilities from an existing Participant or a third party.
2. In the event that the District desires to increase or decrease its Reserved Capacity allocation, it shall deliver written notice ("***Capacity Modification Request***") to the City requesting such increase or decrease in capacity. The City is not obligated to approve such request; however, the City shall cooperate with the District to accommodate such request, if possible, in accordance with the following process provided below (the "***Capacity Modification Process***"):
 - a. No later than 30 days after receipt of a Capacity Modification Request, the City shall provide written notice ("***City Notice***") to the other entities that have a right to capacity in the City's Regional Plant and Facilities, as currently constructed and permitted (which is Phases I and II only), to determine whether such other entities may desire to purchase or relinquish their respective capacity in the City's Facilities necessary to meet, in whole or in part, the Capacity Modification Request. The City shall provide such other entities with 30 days to respond to the City Notice.

- b. If only one entity responds to the City Notice, indicating that such entity can address the Capacity Modification Request, in whole or in part, then the City shall transfer such capacity between the District and other entity, in accordance with the pricing protocol in Subsection 2.B.2.e., herein.
- c. If the District submits a Capacity Modification Request seeking to increase its Reserved Capacity allocation, and more than one entity responds to the City Notice, each indicating that such entities can address the Capacity Modification Request, then the City shall transfer such Reserved Capacity from the responding entities to the District, based upon each responding entity's pro-rata share of the total Reserved Capacity allocation of those entities, as more specifically described in the following formula:

Each respondent's pro-rata share of Reserved Capacity = total Reserved Capacity of each respondent / total Reserved Capacity of all respondents.

Compensation for such transfer of Reserved Capacity shall be completed in accordance with the pricing protocol in Subsection 2.B.2.e., herein.

- d. If the District submits a Capacity Modification Request seeking to decrease its Reserved Capacity allocation, and more than one entity responds to the City Notice, each indicating that such entities can address the Capacity Modification Request, then the City shall transfer such Reserved Capacity

from the District to the responding entities in equal amounts. Compensation for such transfer of Reserved Capacity shall be completed in accordance with the pricing protocol in Subsection 2.B.2.e., herein.

- e. The City shall set the price (on a gallon per day basis) to transition the wastewater treatment capacity contemplated under the Capacity Modification Request (the "*Transition Cost*") as follows. The Transition Cost shall be the sum of (A) \$6.09 per gallon, plus (B) annual adjustments based upon the United States Department of Labor consumer price index for "all urban consumers for water, sewer, and trash collection services" U.S. City Average between (I) calendar year 2024 and (II) the calendar year that the Capacity Modification Request is approved. Any calendar year(s) where such consumer price index is negative shall be excluded.
- f. The entity/entities acquiring wastewater capacity under the Capacity Modification Request shall pay the City the Transition Cost no later than forty-five (45) days after receipt of a written invoice from the City for such Costs. The City shall make the payment of the Transition Cost to the entity/entities providing such wastewater capacity under that Capacity Modification Request no later than forty-five (45) days after receipt of the Transition Cost payment. Approval of a Capacity Modification Request is subject to timely payment of the Transition Cost. Failure to timely pay the Transition Cost shall result in a denial of the Capacity Modification Request.

3. In the event that the City receives a Capacity Modification Request from an existing Participant in the Regional Plant and Facilities or a request for new wastewater service from a third party, the City will process such requests under the Capacity Modification Process and provide the District with the City Notice.
4. After issuing the City Notice, if the City does not receive responses from other entities that could enable the City to completely fulfill a Capacity Modification Request under Section 2.B.2.c or 2.B.2.d, then the City may reject the Capacity Modification Request or propose an alternate strategy which may not conform to the Capacity Modification Process to partially address the Capacity Modification Request.

3. **Amending Reserved Capacity Allocation Amounts.**

A. *Redefining the Reserved Capacity Allocation Amount.* The Parties agree that as of the Addendum Effective Date, the District's Reserved Capacity allocation amount shall be 0.3205 MGD, on an average daily volume.

B. *Capital Cost Allocation.*

1. The District shall pay the City for the District's pro-rata share ("*Pro-Rata Share*") of the Capital Costs and Debt Service Requirements incurred by the City for (i) the total, actual costs for designing, constructing and financing the expansion of the treatment capacity of the Regional Plant and Facilities from 1.5 MGD to 3.0 MGD, known as the "*Phase II Project*," and (ii) the total, actual costs for designing, constructing and financing the portions of the initial 1.5 MGD wastewater treatment plant Facilities, known as the "*Phase I Project*,"

that were oversized for the Phase II Project (the “*Phase II Capital Costs*” and “*Phase II Debt Service Requirements*,” respectively).

The Phase II Debt Service Requirements include the interest expense that has accrued from each of the City’s debt instruments that funded the Phase II Capital Costs, from the inception of such debt through December 15, 2014. Phase II Capital Costs and Phase II Debt Service Requirements do not include the City’s costs for designing, constructing or financing any improvements to the Facilities that relate to expansion beyond the current 3.0 MGD of capacity of the Facilities, or the interest attributable to such costs. The pro-rata share of the District is provided, as follows:

| District | Capacity | Pro-Rata Share |
|----------|-------------|----------------|
| MUD 46: | 0.425 MGD | 28.333% |
| MUD 115: | 0.28375 MGD | 18.917% |
| MUD 127: | 0.47075 MGD | 31.383% |
| MUD 149: | 0.3205 MGD | 21.367% |
| Total: | 1.5 MGD | 100.000% |

2. The District shall make a lump-sum payment to the City for the entirety of its Pro-Rata Share of the Phase II Capital Costs and Phase II Debt Service Requirements no later than April 15, 2015. The District’s Pro-Rata Share of the Phase II Capital Costs and Phase II Debt Service Requirements are more specifically described in Exhibit A, attached hereto and incorporated herein for all purposes. Any previous payments related to said payment process, including interest thereon, shall be addressed in Exhibit A. The City acknowledges and agrees that the payment described herein shall satisfy the District’s obligations

under the Agreement for all costs related to construction, improvements or debt service during Phases I and II, excluding ongoing operations and maintenance costs, future improvements and future Regulatory Upgrades.

3. The amendment of the District's Reserved Capacity allocation shall not go into effect unless and until Fort Bend County Municipal Utility District Nos. 46, 115, 129 and 149 execute their respective addendum with the City, amending those Districts' Reserved Capacity allocations.

C. Operation and Maintenance Expenses. The District agrees that the operation and maintenance costs of all lift stations owned by the City are allocated as regional (capital or O&M, as applicable) costs pursuant to the contract.

4. **Effect of Addendum.** This Addendum does not replace the Agreement; the existing Agreement, will remain in effect. However, except as expressly stated otherwise herein, in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control.
5. **Modification** This Addendum shall be subject to change or modification only with the written mutual consent of the governing bodies of the Parties hereto.
6. **Severability.** The provisions of this Addendum are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Addendum, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Addendum and the application of such word, phrase, clause,

sentence, paragraph, section, or other part of this Addendum to other persons or circumstances shall not be affected thereby.

7. **Authority.** This Addendum has been executed by the City by authority of a resolution adopted by its City Council and has been executed by the District by authority of a Resolution adopted by its Board of Directors.

8. **Recitals.** The Recitals of this Addendum are incorporated into this Addendum for all purposes.

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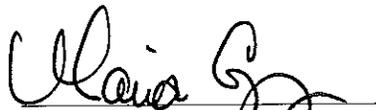
SAMPLE

This Addendum is executed as of the 16th day of February, 2015.

CITY OF MISSOURI CITY, TEXAS


Allen Owen, Mayor

ATTEST:


Maria Gonzalez, City Secretary

SAMPLE

FORT BEND COUNTY MUNICIPAL UTILITY

DISTRICT NO. 149

By: Susan Winters
Susan Winters, President, Board of Directors

ATTEST:

Rose Herbst
Rose Herbst, Secretary, Board of Directors

SAMPLE

EXHIBIT LIST

**Exhibit A Pro-Rata Share of Phase II Capital Costs and Phase II Debt Service
Requirements**

SAMPLE

Exhibit A

Pro-Rata Share of Phase II Capital Costs and Phase II Debt Service Requirements

SAMPLE

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Schedule 1
 Summary of Reserved Capacityper Contracts

| | Reserved Capacity (GPD) | Phase 1 | Phase 2 Reserved | Phase 2 Pro Rata Percent | Phase 2 Pro Ration | Phase 3 |
|--------------------|-------------------------|-----------|------------------|--------------------------|--------------------|---------|
| First Colony MUD 9 | 1,050,000 | 1,050,000 | | | | |
| Fort Bend MUD 42 | 450,000 | 450,000 | | | | |
| Fort Bend MUD 115 | 283,750 | | 283,750 | 18.917% | 283,750 | - |
| Fort Bend MUD 129 | 470,750 | | 470,750 | 31.383% | 470,750 | - |
| Fort Bend MUD 149 | 320,500 | | 320,500 | 21.367% | 320,500 | - |
| Fort Bend MUD 46 | 425,000 | | 425,000 | 28.333% | 425,000 | - |
| City | | | - | 0.000% | - | - |
| | 3,000,000 | 1,500,000 | 1,500,000 | | 1,500,000 | - |

Assumed End Capacity (MGD)

3.43

SAMPLE

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Schedule 2
 Summary of Phase 1 Costs

| Component | Design Basis (MGD) | MGD for each Phase | | | Phase 1 Cost | Phase 2 Participants | Phase 3 Cost | |
|------------------------------|--------------------|---------------------|--------------|---------------------|---------------------|----------------------|--------------|-------------|
| | | 1.50 | 1.50 | 0.43 | | | | |
| | | Actual Cost | Cost per MGD | | | | | |
| Site Prep | 3.43 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | TRUE |
| Levee | 3.43 | - | - | - | - | - | - | TRUE |
| Access Road & Site Fill | 3.43 | - | - | - | - | - | - | TRUE |
| Access Road Asphalt Topping | 3.43 | - | - | - | - | - | - | TRUE |
| Planning & SRF Report | 3.43 | 139,848 | 40,772 | 61,158 | 61,158 | 17,532 | 17,532 | TRUE |
| Permit Application | 3.43 | 33,530 | 9,775 | 14,663 | 14,663 | 4,203 | 4,203 | TRUE |
| ESA | 3.43 | 52,049 | 15,175 | 22,762 | 22,762 | 6,525 | 6,525 | TRUE |
| Wetlands Assessment | 3.43 | 7,295 | 2,127 | 3,190 | 3,190 | 915 | 915 | TRUE |
| Drainage/Floodplain Study | 3.43 | 2,602 | 759 | 1,138 | 1,138 | 326 | 326 | TRUE |
| Surveying | 3.43 | 28,231 | 8,231 | 12,346 | 12,346 | 3,539 | 3,539 | TRUE |
| Site Acquisition, Easements | 3.43 | 768,878 | 224,163 | 336,244 | 336,244 | 96,390 | 96,390 | TRUE |
| Landscaping & Irrigation | 3.43 | 150,000 | 43,732 | 65,598 | 65,598 | 18,805 | 18,805 | TRUE |
| Plant Drain Pump Station | 3.43 | 75,900 | 22,128 | 33,192 | 33,192 | 9,515 | 9,515 | TRUE |
| "Site" | 3.43 | 1,259,000 | 367,055 | 550,551 | 550,583 | 157,834 | 157,834 | TRUE |
| Allowance and Change Orders | 3.43 | 220,094 | 64,167 | 96,251 | 96,251 | 27,592 | 27,592 | TRUE |
| Headworks | 3 | 579,550 | 193,183 | 289,700 | 289,700 | - | - | TRUE |
| Yard Piping | 3 | 290,900 | 96,967 | 145,450 | 145,450 | - | - | TRUE |
| Electrical & Instrumentation | 3 | - | - | - | - | - | - | TRUE |
| Sludge Fac./Holding Tank | 3 | 727,780 | 242,593 | 363,890 | 363,890 | - | - | TRUE |
| MCC Buildings | 3 | 196,990 | 65,663 | 98,495 | 98,495 | - | - | TRUE |
| Aeration and Clarifiers | 1.5 | 1,368,080 | 912,053 | 368,080 | 368,080 | - | - | TRUE |
| Disinfection | 1.5 | 220,800 | 147,200 | 147,200 | 147,200 | - | - | TRUE |
| RAS-WAS & Scum Pump Stations | 1.5 | 85,800 | 57,200 | 57,200 | 57,200 | - | - | TRUE |
| WWTP Engineering | 3.43 | 685,028 | 199,717 | 299,575 | 299,575 | 85,878 | 85,878 | TRUE |
| Mobilization | 3.43 | 336,200 | 97,971 | 147,026 | 147,026 | 42,148 | 42,148 | TRUE |
| Bonds & Insurance | 66.87% | - | - | - | - | - | - | TRUE |
| Lift Station | 96.36% | - | - | - | - | - | - | TRUE |
| Lift Station Engineering | 96.36% | - | - | - | - | - | - | TRUE |
| Totals | | \$ 4,216,017 | | \$ 4,216,017 | \$ 2,541,337 | \$ 471,202 | | TRUE |

Removed lift station costs. These costs will ultimately be allocated to MUDs 102 and 115.

Oversizing for Phase 3 Participants Percentage of Total

7%

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Schedule 3
 Summary of Phase 2 Costs

| | CONTRACT COST | IMPROVEMENT TO EXISTING | NEW CONSTRUCTION |
|-----------------------------|-----------------------|----------------------------|-----------------------|
| Total Construction Cost | \$5,478,279.66 | \$1,163,156.95 | \$4,315,122.71 |
| Engineering and Other Costs | \$1,089,518.83 | \$ 231,328.35 | 858,190.48 |
| TOTAL ACTUAL COST | \$6,567,798.49 | \$1,394,485.30 | \$5,173,313.19 |

TRUE

SAMPLE

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Schedule 4
 Capital Cost Allocation - BEFORE Interest Expense

| Costs for Each Phase | Phase 1 Costs Allocated to Phase 1 Participants | Phase 1 Costs Allocated to Phase 2 Participants | City stranded cost recovery | Phase 2 Costs Allocated to Phase 1 Participants | Phase 2 Costs Allocated to Phase 2 Participants | Total Cost Allocation |
|----------------------|---|---|-----------------------------|---|---|-----------------------|
| Phase 1 Actual Cost | \$ 4,216,017 | \$ 2,541,337 | \$ 471,202 | \$ - | \$ - | \$ 7,228,555 |
| Phase 2 Actual Cost | - | - | - | 1,394,485 | 5,173,313 | 6,567,798 |
| | \$ 4,216,017 | \$ 2,541,337 | \$ 471,202 | \$ 1,394,485 | \$ 5,173,313 | \$ 13,796,354 |
| MGD | 1.50 | 1.50 | | 1.5 | 1.50 | 3.43 |
| Cost per MGD | \$ 2,810,678 | \$ 1,694,225 | | \$ 929,657 | \$ 3,448,875 | \$ 4,022,261 |

| Capacity Reservations by Phase | Phase 1 Costs Allocated to Phase 1 Participants | Phase 1 Costs Allocated to Phase 2 Participants | Phase 1 Costs Allocated to Phase 3 Participants | Phase 2 Costs Allocated to Phase 1 Participants | Phase 2 Costs Allocated to Phase 2 Participants |
|--------------------------------|---|---|---|---|---|
| First Colony MUD 9 | 1,050,000 | - | - | 1,050,000 | - |
| Fort Bend MUD 42 | 450,000 | - | - | 450,000 | - |
| Fort Bend MUD 115 | - | 283,750 | - | - | 283,750 |
| Fort Bend MUD 129 | - | 470,750 | - | - | 470,750 |
| Fort Bend MUD 149 | - | 320,500 | - | - | 320,500 |
| Fort Bend MUD 46 | - | 425,000 | - | - | 425,000 |
| City stranded | - | - | 471,202 | - | - |
| | 1,500,000 | 1,500,000 | 471,202 | 1,500,000 | 1,500,000 |

| Cost Allocations | Phase 1 Costs Allocated to Phase 1 Participants | Phase 1 Costs Allocated to Phase 2 Participants | Phase 1 Costs Allocated to Phase 3 Participants | Phase 2 Costs Allocated to Phase 1 Participants | Phase 2 Costs Allocated to Phase 2 Participants | Total Cost Allocation | Effective Cost per Gallon |
|--------------------|---|---|---|---|---|-----------------------|---------------------------|
| First Colony MUD 9 | \$ 2,951,212 | \$ - | \$ - | \$ 976,140 | \$ - | \$ 3,927,351 | \$ 3.74 |
| Fort Bend MUD 42 | 1,264,805 | - | - | 418,346 | - | 1,683,151 | \$ 3.74 |
| Fort Bend MUD 115 | - | 470,750 | - | - | 978,618 | 1,459,355 | \$ 5.14 |
| Fort Bend MUD 129 | - | 78,550 | - | - | 1,623,558 | 2,421,114 | \$ 5.14 |
| Fort Bend MUD 149 | - | 542,990 | - | - | 1,105,365 | 1,648,364 | \$ 5.14 |
| Fort Bend MUD 46 | - | 720,005 | - | - | 1,465,772 | 2,185,817 | \$ 5.14 |
| City stranded | - | - | 471,202 | - | - | 471,202 | |
| | \$ 4,216,017 | \$ 2,541,337 | \$ 471,202 | \$ 1,394,485 | \$ 5,173,313 | \$ 13,796,354 | |
| | TRUE | TRUE | TRUE | TRUE | TRUE | | |

* Sienna does not have an effective cost per gallon as their costs at this point are solely for the oversizing of the plant. Sienna will also have to pay their pro rata share of Phase 3 costs as phase 3 is...

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 Fort Bend MUD #46 Cost Allocation Analysis

Capacity Allocation (MGD) 0.43
 Percent of Phase 1 Allocated Interest 24%
 Percent of Phase 2 Allocated Interest 22%

Payment Preference Lump-Sum

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|------------|--------------|-----------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 750,000 | \$ 2,000,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,000,000 | 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from the analysis.

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|---|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 3,000,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 75% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to MUD | 24% | 24% | 22% | 22% |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 Fort Bend MUD #46 Cost Allocation Analysis

Table 3

| Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1993-1997 | | | | | | \$ - |
| 1998 | 42,005 | | | | | \$ 42,005 |
| 1999 | 50,456 | 75,903 | | | | \$ 126,309 |
| 2000 | 43,906 | 140,850 | | | | \$ 184,756 |
| 2001 | 37,406 | 140,850 | | | | \$ 178,256 |
| 2002 | 30,775 | 140,850 | | | | \$ 171,225 |
| 2003 | 24,750 | 129,450 | | | | \$ 154,200 |
| 2004 | 19,125 | 116,850 | | | | \$ 135,975 |
| 2005 | 13,500 | 101,850 | | | | \$ 115,350 |
| 2006 | 6,750 | 88,850 | 195,412 | | | \$ 290,812 |
| 2007 | | 83,350 | 172,568 | | | \$ 252,918 |
| 2008 | | 67,200 | 177,942 | 49,631 | | \$ 294,774 |
| 2009 | | 61,200 | 176,638 | 97,688 | | \$ 335,155 |
| 2010 | | 55,200 | 174,284 | 94,425 | | \$ 323,909 |
| 2011 | | 50,200 | 171,963 | 90,938 | | \$ 312,200 |
| 2012 | | 45,800 | 166,350 | 87,225 | | \$ 299,363 |
| 2013 | | 38,800 | 160,431 | 83,288 | | \$ 282,519 |
| 2014 | | 29,200 | 153,213 | 79,125 | | \$ 261,538 |
| 2015 | | 20,000 | 145,950 | 74,850 | | \$ 240,800 |
| 2016 | | 10,000 | 138,775 | 70,233 | | \$ 219,238 |
| 2017 | | | 130,594 | 65,705 | | \$ 196,879 |
| 2018 | | | 121,388 | 62,613 | | \$ 184,000 |
| 2019 | | | 111,081 | 58,438 | | \$ 169,519 |
| 2020 | | | 99,650 | 52,744 | | \$ 153,494 |
| 2021 | | | 87,069 | 48,900 | | \$ 135,969 |
| 2022 | | | 73,313 | 43,600 | | \$ 116,913 |
| 2023 | | | 58,356 | 38,000 | | \$ 96,356 |
| 2024 | | | 42,288 | 32,006 | | \$ 74,294 |
| 2025 | | | 25,500 | 25,613 | | \$ 51,113 |
| 2026 | | | | 18,806 | | \$ 18,806 |
| 2027 | | | | 11,581 | | \$ 11,581 |
| 2028 | | | | 3,931 | | \$ 3,931 |

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 Fort Bend MUD #46 Cost Allocation Analysis

Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-------------------|---------------------|-------------------|-------------------|-------------|---------------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,800 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,522 |
| 2000 | \$ 32,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 29,050 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 22,781 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 18,500 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,344 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 10,125 | \$ 81,450 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ 5,063 | \$ 70,220 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 68,680 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 53,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 48,900 | \$ 20,711 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 44,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 40,160 | \$ 19,730 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,640 | \$ 18,185 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,040 | \$ 18,311 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 23,360 | \$ 17,672 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 16,000 | \$ 16,834 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,000 | \$ 16,006 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,000 | \$ 27,772 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,001 | \$ 25,774 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,812 | \$ 23,729 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,494 | \$ 22,506 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,043 | \$ 20,442 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,456 | \$ 18,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 6,731 | \$ 15,885 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 4,877 | \$ 13,380 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 2,941 | \$ 10,707 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,841 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |
| Total Amount | \$ 201,168 | \$ 1,108,962 | \$ 298,556 | \$ 497,985 | \$ - | \$ 2,106,671 |

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 Fort Bend MUD #46 Cost Allocation Analysis

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|-----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 7,530 | \$ - | \$ - | \$ - | \$ - | \$ 7,530 |
| 1999 | \$ 9,516 | \$ 14,514 | \$ - | \$ - | \$ - | \$ 23,549 |
| 2000 | \$ 7,801 | \$ 26,932 | \$ - | \$ - | \$ - | \$ 34,803 |
| 2001 | \$ 6,700 | \$ 26,932 | \$ - | \$ - | \$ - | \$ 33,638 |
| 2002 | \$ 5,441 | \$ 26,932 | \$ - | \$ - | \$ - | \$ 32,377 |
| 2003 | \$ 4,437 | \$ 26,932 | \$ - | \$ - | \$ - | \$ 29,189 |
| 2004 | \$ 3,420 | \$ 26,932 | \$ - | \$ - | \$ - | \$ 25,772 |
| 2005 | \$ 2,420 | \$ 19,475 | \$ - | \$ - | \$ - | \$ 21,895 |
| 2006 | \$ 1,210 | \$ 16,951 | \$ 5,030 | \$ - | \$ - | \$ 23,191 |
| 2007 | \$ - | \$ 14,514 | \$ 4,622 | \$ - | \$ - | \$ 18,648 |
| 2008 | \$ - | \$ 11,350 | \$ 4,580 | \$ 4,630 | \$ - | \$ 22,060 |
| 2009 | \$ - | \$ 11,700 | \$ 4,537 | \$ 9,114 | \$ - | \$ 25,353 |
| 2010 | \$ - | \$ 10,500 | \$ 4,400 | \$ 8,809 | \$ - | \$ 23,851 |
| 2011 | \$ - | \$ 9,500 | \$ 4,300 | \$ 8,484 | \$ - | \$ 22,486 |
| 2012 | \$ - | \$ 8,758 | \$ 4,282 | \$ 8,138 | \$ - | \$ 21,177 |
| 2013 | \$ - | \$ 7,419 | \$ 4,130 | \$ 7,770 | \$ - | \$ 19,319 |
| 2014 | \$ - | \$ 5,583 | \$ 3,900 | \$ 7,382 | \$ - | \$ 16,909 |
| 2015 | \$ - | \$ 3,824 | \$ 3,757 | \$ 6,983 | \$ - | \$ 14,564 |
| 2016 | \$ - | \$ 1,912 | \$ 3,572 | \$ 6,574 | \$ - | \$ 12,058 |
| 2017 | \$ - | \$ - | \$ 3,362 | \$ 6,184 | \$ - | \$ 9,546 |
| 2018 | \$ - | \$ - | \$ 3,120 | \$ 5,840 | \$ - | \$ 8,966 |
| 2019 | \$ - | \$ - | \$ 2,859 | \$ 5,420 | \$ - | \$ 8,311 |
| 2020 | \$ - | \$ - | \$ 2,565 | \$ 5,023 | \$ - | \$ 7,588 |
| 2021 | \$ - | \$ - | \$ 2,241 | \$ 4,500 | \$ - | \$ 6,803 |
| 2022 | \$ - | \$ - | \$ 1,887 | \$ 4,068 | \$ - | \$ 5,955 |
| 2023 | \$ - | \$ - | \$ 1,502 | \$ 3,545 | \$ - | \$ 5,047 |
| 2024 | \$ - | \$ - | \$ 1,089 | \$ 2,986 | \$ - | \$ 4,075 |
| 2025 | \$ - | \$ - | \$ 656 | \$ 2,390 | \$ - | \$ 3,046 |
| 2026 | \$ - | \$ - | \$ - | \$ 1,755 | \$ - | \$ 1,755 |
| 2027 | \$ - | \$ - | \$ - | \$ 1,080 | \$ - | \$ 1,080 |
| 2028 | \$ - | \$ - | \$ - | \$ 367 | \$ - | \$ 367 |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
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 Capital Recovery Fee Analysis



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 Fort Bend MUD #46 Cost Allocation Analysis

Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--|-------------------------|-------------------|----------------------|---------------------|----------------------------|
| 1993-1997 | \$ 720,045 | \$ - | \$ 720,045 | | \$ 720,045 |
| 1998 | | \$ 7,530 | \$ 7,530 | | \$ 727,575 |
| 1999 | | \$ 23,549 | \$ 23,549 | | \$ 751,125 |
| 2000 | | \$ 34,803 | \$ 34,803 | | \$ 785,928 |
| 2001 | | \$ 33,638 | \$ 33,638 | | \$ 819,566 |
| 2002 | | \$ 32,377 | \$ 32,377 | \$ 51,437 | \$ 800,506 |
| 2003 | | \$ 29,189 | \$ 29,189 | \$ 289,257 | \$ 540,438 |
| 2004 | | \$ 25,772 | \$ 25,772 | | \$ 566,210 |
| 2005 | | \$ 21,895 | \$ 21,895 | \$ 37,518 | \$ 550,587 |
| 2006 | | \$ 18,648 | \$ 18,648 | | \$ 573,778 |
| 2007 | | \$ 18,648 | \$ 18,648 | | \$ 592,426 |
| 2008 | \$ 1,465,772 | \$ 22,000 | \$ 1,487,772 | | \$ 2,080,258 |
| 2009 | | \$ 25,353 | \$ 25,353 | | \$ 2,105,611 |
| 2010 | | \$ 23,851 | \$ 23,851 | | \$ 2,129,462 |
| 2011 | | \$ 22,486 | \$ 22,486 | | \$ 2,151,949 |
| 2012 | | \$ 21,177 | \$ 21,177 | \$ 675,469 | \$ 497,657 |
| 2013 | | \$ 19,319 | \$ 19,319 | | \$ 516,976 |
| 2014 | | \$ 16,909 | \$ 16,909 | 84,836 | \$ 449,049 |
| 2015 | | \$ 14,564 | \$ 14,564 | | \$ 463,613 |
| 2016 | | \$ 12,058 | \$ 12,058 | | \$ 475,672 |
| 2017 | | \$ 9,546 | \$ 9,546 | | \$ 485,217 |
| 2018 | | \$ 8,966 | \$ 8,966 | | \$ 494,183 |
| 2019 | | \$ 8,311 | \$ 8,311 | | \$ 502,495 |
| 2020 | | \$ 7,588 | \$ 7,588 | | \$ 510,083 |
| 2021 | | \$ 6,803 | \$ 6,803 | | \$ 516,887 |
| 2022 | | \$ 5,955 | \$ 5,955 | | \$ 522,842 |
| 2023 | | \$ 5,047 | \$ 5,047 | | \$ 527,889 |
| 2024 | | \$ 4,075 | \$ 4,075 | | \$ 531,963 |
| 2025 | | \$ 3,046 | \$ 3,046 | | \$ 535,009 |
| 2026 | | \$ 1,755 | \$ 1,755 | | \$ 536,764 |
| 2027 | | \$ 1,080 | \$ 1,080 | | \$ 537,844 |
| 2028 | | \$ 367 | \$ 367 | | \$ 538,211 |
| Total | \$ 2,185,817 | | | \$ 2,138,517 | |
| TRUE | | | | | |
| Total Cost Through December, 2014 | \$ 2,185,817 | \$ 401,749 | | | \$ 2,587,566 |
| TRUE | | | | | |

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 Fort Bend MUD #115 Cost Allocation Analysis

Capacity Allocation (MGD) 0.28
 Percent of Phase 1 Allocated Interest 16%
 Percent of Phase 2 Allocated Interest 15%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|--------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 7,000,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 7,000,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

*Amount funded by MUD 9 and 42 for lift station have been removed from this analysis.

TRUE
 TRUE

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 1,000,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 7% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 10% | 16% | 15% | 15% |

*Amount allocated for Phase 1 funding was reduced to account for 11% of oversizing costs allocated to Steepbank MUD.

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Table 3

| 1993-1997 | Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1998 | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1999 | | 42,005 | - | - | - | - | \$ 42,005 |
| 2000 | | 50,406 | 75,903 | - | - | - | \$ 126,309 |
| 2001 | | 43,906 | 140,850 | - | - | - | \$ 184,756 |
| 2002 | | 37,406 | 140,850 | - | - | - | \$ 178,256 |
| 2003 | | 30,375 | 140,850 | - | - | - | \$ 171,225 |
| 2004 | | 24,750 | 129,450 | - | - | - | \$ 154,200 |
| 2005 | | 19,125 | 116,850 | - | - | - | \$ 135,975 |
| 2006 | | 13,500 | 101,850 | - | - | - | \$ 115,350 |
| 2007 | | 6,750 | 88,650 | 195,412 | - | - | \$ 290,812 |
| 2008 | | - | 73,350 | 179,568 | - | - | \$ 252,918 |
| 2009 | | - | 67,200 | 177,943 | 49,631 | - | \$ 294,774 |
| 2010 | | - | 52,000 | 176,268 | 97,688 | - | \$ 335,155 |
| 2011 | | - | 35,200 | 174,284 | 94,425 | - | \$ 323,909 |
| 2012 | | - | 30,200 | 171,063 | 90,938 | - | \$ 312,200 |
| 2013 | | - | 45,800 | 166,338 | 87,225 | - | \$ 299,363 |
| 2014 | | - | 38,800 | 160,431 | 83,288 | - | \$ 282,519 |
| 2015 | | - | 25,500 | 153,213 | 79,125 | - | \$ 261,538 |
| 2016 | | - | 20,000 | 145,950 | 74,850 | - | \$ 240,800 |
| 2017 | | - | 10,000 | 130,775 | 70,463 | - | \$ 219,238 |
| 2018 | | - | - | 130,094 | 66,285 | - | \$ 196,879 |
| 2019 | | - | - | 121,008 | 62,613 | - | \$ 184,000 |
| 2020 | | - | - | 111,001 | 58,438 | - | \$ 169,519 |
| 2021 | | - | - | 99,650 | 53,844 | - | \$ 153,494 |
| 2022 | | - | - | 87,000 | 48,900 | - | \$ 135,969 |
| 2023 | | - | - | 73,000 | 43,600 | - | \$ 116,913 |
| 2024 | | 0 | 0 | 63,556 | 38,000 | - | \$ 96,356 |
| 2025 | | 0 | 0 | 42,288 | 26,006 | 0 | \$ 74,294 |
| 2026 | | 0 | 0 | 25,500 | 25,606 | 0 | \$ 51,113 |
| 2027 | | 0 | 0 | - | 18,806 | 0 | \$ 18,806 |
| 2028 | | 0 | 0 | - | 11,581 | 0 | \$ 11,581 |
| | | 0 | 0 | - | 3,931 | 0 | \$ 3,931 |

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Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,805 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 32,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 8,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 2,781 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 8,563 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,344 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 10,125 | \$ 81,480 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ - | \$ 70,920 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 58,680 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 53,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 39,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 32,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 30,160 | \$ 19,730 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,640 | \$ 19,185 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,040 | \$ 18,504 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 25,960 | \$ 17,672 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 16,000 | \$ 16,834 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,500 | \$ 16,006 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,000 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,000 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,000 | \$ 24,429 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,494 | \$ 22,509 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,000 | \$ 20,442 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,000 | \$ 18,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 7,731 | \$ 15,285 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 4,877 | \$ 13,000 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 3,941 | \$ 10,700 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,841 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |

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 Fort Bend MUD #115 Cost Allocation Analysis

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|-----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 5,027 | \$ - | \$ - | \$ - | \$ - | \$ 5,027 |
| 1999 | \$ 6,033 | \$ 9,690 | \$ - | \$ - | \$ - | \$ 15,723 |
| 2000 | \$ 5,255 | \$ 17,981 | \$ - | \$ - | \$ - | \$ 23,236 |
| 2001 | \$ 4,477 | \$ 17,981 | \$ - | \$ - | \$ - | \$ 22,458 |
| 2002 | \$ 3,635 | \$ 17,981 | \$ - | \$ - | \$ - | \$ 21,617 |
| 2003 | \$ 2,962 | \$ 16,526 | \$ - | \$ - | \$ - | \$ 19,488 |
| 2004 | \$ 2,289 | \$ 14,917 | \$ - | \$ - | \$ - | \$ 17,206 |
| 2005 | \$ 1,616 | \$ 13,002 | \$ - | \$ - | \$ - | \$ 14,618 |
| 2006 | \$ - | \$ 11,317 | \$ 3,358 | \$ - | \$ - | \$ 15,484 |
| 2007 | \$ - | \$ 9,364 | \$ 3,086 | \$ - | \$ - | \$ 12,450 |
| 2008 | \$ - | \$ 8,579 | \$ 3,058 | \$ 3,091 | \$ - | \$ 14,729 |
| 2009 | \$ - | \$ 813 | \$ 3,029 | \$ 6,085 | \$ - | \$ 16,927 |
| 2010 | \$ - | \$ 7,047 | \$ 2,995 | \$ 5,882 | \$ - | \$ 15,924 |
| 2011 | \$ - | \$ 6,409 | \$ 2,940 | \$ 5,664 | \$ - | \$ 15,013 |
| 2012 | \$ - | \$ 5,847 | \$ 2,859 | \$ 5,433 | \$ - | \$ 14,139 |
| 2013 | \$ - | \$ 4,955 | \$ 2,757 | \$ 5,188 | \$ - | \$ 12,898 |
| 2014 | \$ - | \$ 4,281 | \$ 2,633 | \$ 4,929 | \$ - | \$ 11,289 |
| 2015 | \$ - | \$ 2,557 | \$ 2,508 | \$ 4,662 | \$ - | \$ 9,724 |
| 2016 | \$ - | \$ 1,717 | \$ 2,385 | \$ 4,389 | \$ - | \$ 8,051 |
| 2017 | \$ - | \$ - | \$ 2,214 | \$ 4,129 | \$ - | \$ 6,373 |
| 2018 | \$ - | \$ - | \$ 2,063 | \$ 3,900 | \$ - | \$ 5,986 |
| 2019 | \$ - | \$ - | \$ 1,909 | \$ 3,640 | \$ - | \$ 5,549 |
| 2020 | \$ - | \$ - | \$ 1,713 | \$ 3,354 | \$ - | \$ 5,066 |
| 2021 | \$ - | \$ - | \$ 1,451 | \$ 3,046 | \$ - | \$ 4,542 |
| 2022 | \$ - | \$ - | \$ 1,200 | \$ 2,716 | \$ - | \$ 3,976 |
| 2023 | \$ - | \$ - | \$ 1,003 | \$ 2,367 | \$ - | \$ 3,370 |
| 2024 | \$ - | \$ - | \$ 727 | \$ 2,041 | \$ - | \$ 2,720 |
| 2025 | \$ - | \$ - | \$ 438 | \$ 1,594 | \$ - | \$ 2,034 |
| 2026 | \$ - | \$ - | \$ - | \$ 1,171 | \$ - | \$ 1,171 |
| 2027 | \$ - | \$ - | \$ - | \$ 721 | \$ - | \$ 721 |
| 2028 | \$ - | \$ - | \$ - | \$ 245 | \$ - | \$ 245 |

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 Fort Bend MUD #115 Cost Allocation Analysis

Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--|-------------------------|-------------------|----------------------|--------------|----------------------------|
| 1993-1997 | \$ 480,736 | \$ - | \$ 480,736 | | \$ 480,736 |
| 1998 | | \$ 5,027 | \$ 5,027 | | \$ 485,764 |
| 1999 | | \$ 5,723 | \$ 15,723 | | \$ 501,486 |
| 2000 | | \$ 2,236 | \$ 23,236 | | \$ 524,722 |
| 2001 | | \$ 2,458 | \$ 22,458 | \$ 159,465 | \$ 387,716 |
| 2002 | | \$ 21,617 | \$ 21,617 | \$ 24,877 | \$ 384,456 |
| 2003 | | \$ 19,488 | \$ 19,488 | \$ 124,563 | \$ 279,381 |
| 2004 | | \$ 17,206 | \$ 17,206 | | \$ 296,588 |
| 2005 | | \$ 14,618 | \$ 14,618 | \$ 12,345 | \$ 298,861 |
| 2006 | | \$ 15,484 | \$ 15,484 | \$ 144,100 | \$ 170,245 |
| 2007 | | \$ 12,150 | \$ 12,150 | | \$ 182,695 |
| 2008 | \$ 978,618 | \$ 14,722 | \$ 14,722 | | \$ 1,176,042 |
| 2009 | | \$ 16,927 | \$ 16,927 | | \$ 1,192,969 |
| 2010 | | \$ 15,924 | \$ 15,924 | \$ 924,116 | \$ 284,777 |
| 2011 | | \$ 15,013 | \$ 15,013 | | \$ 299,790 |
| 2012 | | \$ 14,139 | \$ 14,139 | | \$ 313,929 |
| 2013 | | \$ 12,898 | \$ 12,898 | | \$ 326,827 |
| 2014 | | \$ 11,289 | \$ 11,289 | | \$ 338,116 |
| 2015 | | \$ 9,724 | \$ 9,724 | | \$ 347,840 |
| 2016 | | \$ 8,051 | \$ 8,051 | | \$ 355,891 |
| 2017 | | \$ 6,373 | \$ 6,373 | | \$ 362,264 |
| 2018 | | \$ 5,986 | \$ 5,986 | | \$ 368,250 |
| 2019 | | \$ 5,549 | \$ 5,549 | | \$ 373,799 |
| 2020 | | \$ 5,066 | \$ 5,066 | | \$ 378,866 |
| 2021 | | \$ 4,542 | \$ 4,542 | | \$ 383,408 |
| 2022 | | \$ 3,976 | \$ 3,976 | | \$ 387,434 |
| 2023 | | \$ 3,370 | \$ 3,370 | | \$ 390,754 |
| 2024 | | \$ 2,720 | \$ 2,720 | | \$ 393,474 |
| 2025 | | \$ 2,034 | \$ 2,034 | | \$ 395,508 |
| 2026 | | \$ 1,171 | \$ 1,171 | | \$ 396,679 |
| 2027 | | \$ 721 | \$ 721 | | \$ 397,400 |
| 2028 | | \$ 245 | \$ 245 | | \$ 397,645 |
| Total | \$ 1,459,355 | | | \$ 1,389,464 | |
| | TRUE | | | | |
| Total Cost Through December, 2014 | \$ 1,459,355 | \$ 268,226 | | | \$ 1,727,581 |
| | | | | | TRUE |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 Fort Bend MUD #129 Cost Allocation Analysis

Capacity Allocation (MGD) 0.47
 Percent of Phase 1 Allocated Interest 26%
 Percent of Phase 2 Allocated Interest 25%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 750,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from this analysis

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 3,000,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 75% | 10% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 26% | 8% | 25% | 25% |

*Amount allocated for Phase 1 funding was reduced to account for 11% of oversizing costs allocated to Steepbank MUD No. 1

SAMPLE

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 Fort Bend MUD #129 Cost Allocation Analysis

Capacity Allocation (MGD) 0.47
 Percent of Phase 1 Allocated Interest 26%
 Percent of Phase 2 Allocated Interest 25%

Table 3

| | Total Interest Expense | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------|------------------------|-----------|-----------|-----------|------|---------|
| 1993-1997 | \$ 37,006 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | 42,005 | - | - | - | - | 42,005 |
| 1999 | 50,286 | 75,903 | - | - | - | 126,309 |
| 2000 | 43,906 | 140,850 | - | - | - | 184,756 |
| 2001 | 37,406 | 140,850 | - | - | - | 178,256 |
| 2002 | 30,375 | 140,850 | - | - | - | 171,225 |
| 2003 | 24,126 | 129,450 | - | - | - | 154,200 |
| 2004 | 19,126 | 116,850 | - | - | - | 135,975 |
| 2005 | 13,500 | 101,850 | - | - | - | 115,350 |
| 2006 | 8,750 | 85,000 | 195,412 | - | - | 290,812 |
| 2007 | - | 67,000 | 177,943 | - | - | 252,918 |
| 2008 | - | 67,000 | 176,268 | 49,631 | - | 294,774 |
| 2009 | - | 67,000 | 176,268 | 97,688 | - | 335,155 |
| 2010 | - | 67,000 | 174,284 | 94,425 | - | 323,909 |
| 2011 | - | 67,000 | 171,000 | 90,938 | - | 312,200 |
| 2012 | - | 67,000 | 167,500 | 87,225 | - | 299,363 |
| 2013 | - | 38,800 | 100,431 | 83,288 | - | 282,519 |
| 2014 | - | 29,200 | 53,213 | 79,125 | - | 261,538 |
| 2015 | - | 20,000 | 40,950 | 74,850 | - | 240,800 |
| 2016 | - | 10,000 | 13,800 | 70,463 | - | 219,238 |
| 2017 | - | - | 130,594 | 66,285 | - | 196,879 |
| 2018 | - | - | 121,388 | 62,613 | - | 184,000 |
| 2019 | - | - | 111,081 | 58,438 | - | 169,519 |
| 2020 | - | - | 99,650 | 53,844 | - | 153,494 |
| 2021 | - | - | 87,000 | 48,900 | - | 135,969 |
| 2022 | - | - | 73,315 | 43,600 | - | 116,913 |
| 2023 | - | - | 58,356 | 35,000 | - | 96,356 |
| 2024 | 0 | 0 | 42,288 | 25,000 | 0 | 74,294 |
| 2025 | 0 | 0 | 25,500 | 25,613 | 0 | 51,113 |
| 2026 | 0 | 0 | - | 18,806 | 0 | 18,806 |
| 2027 | 0 | 0 | - | 11,581 | 0 | 11,581 |
| 2028 | 0 | 0 | - | 3,931 | 0 | 3,931 |

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 Fort Bend MUD #129 Cost Allocation Analysis

Capacity Allocation (MGD) 0.47
 Percent of Phase 1 Allocated Interest 26%
 Percent of Phase 2 Allocated Interest 25%

Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,704 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,605 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 32,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 28,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 22,793 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 17,531 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,344 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 10,125 | \$ 81,000 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ 5,063 | \$ 68,900 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 58,700 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 52,660 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 47,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 44,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 40,360 | \$ 19,873 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,640 | \$ 19,644 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,000 | \$ 18,504 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 23,500 | \$ 17,672 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 16,000 | \$ 16,834 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,000 | \$ 16,000 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,063 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,001 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,812 | \$ 24,429 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,400 | \$ 22,509 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,000 | \$ 20,440 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,456 | \$ 18,700 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 6,731 | \$ 16,800 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 4,877 | \$ 13,380 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 2,941 | \$ 10,707 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,841 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |

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 Fort Bend MUD #129 Cost Allocation Analysis

Capacity Allocation (MGD) 0.47
 Percent of Phase 1 Allocated Interest 26%
 Percent of Phase 2 Allocated Interest 25%

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|-----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 8,341 | \$ - | \$ - | \$ - | \$ - | \$ 8,341 |
| 1999 | \$ 10,089 | \$ 16,076 | \$ - | \$ - | \$ - | \$ 26,085 |
| 2000 | \$ 8,718 | \$ 29,832 | \$ - | \$ - | \$ - | \$ 38,550 |
| 2001 | \$ 7,427 | \$ 29,832 | \$ - | \$ - | \$ - | \$ 37,259 |
| 2002 | \$ 6,031 | \$ 29,832 | \$ - | \$ - | \$ - | \$ 35,863 |
| 2003 | \$ - | \$ 27,417 | \$ - | \$ - | \$ - | \$ 27,417 |
| 2004 | \$ 3,791 | \$ 24,748 | \$ - | \$ - | \$ - | \$ 28,546 |
| 2005 | \$ 2,681 | \$ 21,577 | \$ - | \$ - | \$ - | \$ 24,258 |
| 2006 | \$ 1,340 | \$ 15,077 | \$ 5,572 | \$ - | \$ - | \$ 21,989 |
| 2007 | \$ - | \$ 3,511 | \$ 5,120 | \$ - | \$ - | \$ 8,631 |
| 2008 | \$ - | \$ 14,233 | \$ 5,074 | \$ 5,129 | \$ - | \$ 24,435 |
| 2009 | \$ - | \$ 17,062 | \$ 5,026 | \$ 10,095 | \$ - | \$ 32,183 |
| 2010 | \$ - | \$ 17,691 | \$ 4,969 | \$ 9,758 | \$ - | \$ 32,418 |
| 2011 | \$ - | \$ 17,722 | \$ 4,727 | \$ 9,397 | \$ - | \$ 31,846 |
| 2012 | \$ - | \$ 19,700 | \$ 4,744 | \$ 9,014 | \$ - | \$ 33,458 |
| 2013 | \$ - | \$ 8,218 | \$ 4,574 | \$ 8,607 | \$ - | \$ 21,399 |
| 2014 | \$ - | \$ 6,111 | \$ 4,368 | \$ 8,177 | \$ - | \$ 18,730 |
| 2015 | \$ - | \$ 4,236 | \$ 4,161 | \$ 7,735 | \$ - | \$ 16,132 |
| 2016 | \$ - | \$ 2,118 | \$ 3,222 | \$ 7,281 | \$ - | \$ 12,621 |
| 2017 | \$ - | \$ - | \$ 3,723 | \$ 6,850 | \$ - | \$ 10,573 |
| 2018 | \$ - | \$ - | \$ 3,461 | \$ 6,470 | \$ - | \$ 9,931 |
| 2019 | \$ - | \$ - | \$ 3,167 | \$ 6,039 | \$ - | \$ 9,206 |
| 2020 | \$ - | \$ - | \$ 2,841 | \$ 5,564 | \$ - | \$ 8,405 |
| 2021 | \$ - | \$ - | \$ 2,431 | \$ 5,053 | \$ - | \$ 7,536 |
| 2022 | \$ - | \$ - | \$ 2,090 | \$ 4,511 | \$ - | \$ 6,596 |
| 2023 | \$ - | \$ - | \$ 1,664 | \$ 3,947 | \$ - | \$ 5,591 |
| 2024 | \$ - | \$ - | \$ 1,206 | \$ 3,307 | \$ - | \$ 4,513 |
| 2025 | \$ - | \$ - | \$ 727 | \$ 2,647 | \$ - | \$ 3,374 |
| 2026 | \$ - | \$ - | \$ - | \$ 1,943 | \$ - | \$ 1,943 |
| 2027 | \$ - | \$ - | \$ - | \$ 1,197 | \$ - | \$ 1,197 |
| 2028 | \$ - | \$ - | \$ - | \$ 406 | \$ - | \$ 406 |

City of Missouri City
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Invoice
 Fort Bend MUD #129 Cost Allocation Analysis

Capacity Allocation (MGD): 0.47
 Percent of Phase 1 Allocated Interest: 26%
 Percent of Phase 2 Allocated Interest: 25%

Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--------------------------------|-------------------------|------------------|----------------------|---------------------|----------------------------|
| 1993-1997 | \$ 797,5 | \$ | \$ 797,556 | | \$ 797,556 |
| 1998 | | \$ 8,341 | \$ 8,341 | | \$ 805,897 |
| 1999 | | \$ 26,085 | \$ 26,085 | | \$ 831,981 |
| 2000 | | \$ 38,550 | \$ 38,550 | | \$ 870,531 |
| 2001 | | \$ 37,259 | \$ 37,259 | | \$ 907,790 |
| 2002 | | \$ 35,862 | \$ 35,862 | | \$ 943,652 |
| 2003 | | \$ 32,331 | \$ 32,331 | | \$ 975,984 |
| 2004 | | \$ 28,546 | \$ 28,546 | | \$ 1,004,530 |
| 2005 | | \$ 24,252 | \$ 24,252 | \$ 65,590 | \$ 963,191 |
| 2006 | | \$ 25,688 | \$ 25,688 | \$ 90,592 | \$ 898,287 |
| 2007 | | \$ 20,655 | \$ 20,655 | \$ 18,656 | \$ 700,285 |
| 2008 | \$ 1,623,558 | \$ 24,435 | \$ 1,677,993 | \$ 40,667 | \$ 2,307,612 |
| 2009 | | \$ 28,083 | \$ 28,083 | \$ 10,933 | \$ 2,226,072 |
| 2010 | | \$ 26,418 | \$ 26,418 | \$ 1,933 | \$ 743,558 |
| 2011 | | \$ 24,907 | \$ 24,907 | | \$ 768,464 |
| 2012 | | \$ 23,457 | \$ 23,457 | | \$ 791,921 |
| 2013 | | \$ 21,399 | \$ 21,399 | | \$ 813,320 |
| 2014 | | \$ 18,730 | \$ 18,730 | | \$ 832,049 |
| 2015 | | \$ 16,132 | \$ 16,132 | | \$ 848,181 |
| 2016 | | \$ 13,356 | \$ 13,356 | | \$ 861,538 |
| 2017 | | \$ 10,573 | \$ 10,573 | | \$ 872,111 |
| 2018 | | \$ 9,931 | \$ 9,931 | | \$ 882,042 |
| 2019 | | \$ 9,206 | \$ 9,206 | | \$ 891,248 |
| 2020 | | \$ 8,405 | \$ 8,405 | | \$ 899,654 |
| 2021 | | \$ 7,536 | \$ 7,536 | | \$ 907,190 |
| 2022 | | \$ 6,596 | \$ 6,596 | | \$ 913,785 |
| 2023 | | \$ 5,591 | \$ 5,591 | | \$ 919,376 |
| 2024 | | \$ 4,513 | \$ 4,513 | | \$ 924,889 |
| 2025 | | \$ 3,374 | \$ 3,374 | | \$ 929,563 |
| 2026 | | \$ 1,943 | \$ 1,943 | | \$ 933,206 |
| 2027 | | \$ 1,197 | \$ 1,197 | | \$ 935,403 |
| 2028 | | \$ 406 | \$ 406 | | \$ 936,809 |
| Total | \$ 2,421,114 | | | \$ 2,034,061 | |

| | | | |
|--|---------------------|-------------------|---------------------|
| Total Cost Through December, 2014 | \$ 2,421,114 | \$ 444,996 | \$ 2,866,110 |
|--|---------------------|-------------------|---------------------|

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 Fort Bend MUD #149 Cost Allocation Analysis

Capacity Allocation (MGD) 0.32
 Percent of Phase 1 Allocated Interest 18%
 Percent of Phase 2 Allocated Interest 17%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|--------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 7,000,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from the analysis.

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 2,400,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 7% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 18% | 18% | 17% | 17% |

*Amount allocated for Phase 1 funding was reduced to account for 11% of oversizing costs allocated to Steepbank/Flatbank.

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Capacity Allocation (MGD) 0.32
 Percent of Phase 1 Allocated Interest 18%

Table 3

| Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1993-1997 | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | 2,005 | - | - | - | - | \$ 42,005 |
| 1999 | 10,406 | 75,903 | - | - | - | \$ 126,309 |
| 2000 | 33,906 | 140,850 | - | - | - | \$ 184,756 |
| 2001 | 37,406 | 140,850 | - | - | - | \$ 178,256 |
| 2002 | 30,375 | 140,850 | - | - | - | \$ 171,225 |
| 2003 | 24,125 | 129,450 | - | - | - | \$ 154,200 |
| 2004 | 9,125 | 116,850 | - | - | - | \$ 135,975 |
| 2005 | 1,500 | 101,850 | - | - | - | \$ 115,350 |
| 2006 | 6,125 | 195,412 | - | - | - | \$ 290,812 |
| 2007 | - | 179,568 | - | - | - | \$ 252,918 |
| 2008 | - | 177,943 | 49,631 | - | - | \$ 294,774 |
| 2009 | - | 176,268 | 97,688 | - | - | \$ 335,155 |
| 2010 | - | 174,284 | 94,425 | - | - | \$ 323,909 |
| 2011 | - | 171,063 | 90,938 | - | - | \$ 312,200 |
| 2012 | - | 166,338 | 87,225 | - | - | \$ 299,363 |
| 2013 | - | 161,431 | 83,288 | - | - | \$ 282,519 |
| 2014 | - | 153,125 | 79,125 | - | - | \$ 261,538 |
| 2015 | - | 145,912 | 74,850 | - | - | \$ 240,800 |
| 2016 | - | 138,750 | 70,463 | - | - | \$ 219,238 |
| 2017 | - | 130,594 | 66,285 | - | - | \$ 196,879 |
| 2018 | - | 121,381 | 62,613 | - | - | \$ 184,000 |
| 2019 | - | 111,912 | 58,438 | - | - | \$ 169,519 |
| 2020 | - | 102,350 | 53,944 | - | - | \$ 153,494 |
| 2021 | - | 92,669 | 49,300 | - | - | \$ 135,969 |
| 2022 | - | 82,913 | 43,600 | - | - | \$ 116,913 |
| 2023 | - | 73,066 | 38,000 | - | - | \$ 96,356 |
| 2024 | 0 | 0 | 42,283 | 17,006 | 0 | \$ 74,294 |
| 2025 | 0 | 0 | 25,500 | 25,113 | 0 | \$ 51,113 |
| 2026 | 0 | 0 | - | 18,806 | 0 | \$ 18,806 |
| 2027 | 0 | 0 | - | 11,581 | 0 | \$ 11,581 |
| 2028 | 0 | 0 | - | 3,931 | 0 | \$ 3,931 |

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Capacity Allocation (MGD) 0.32
 Percent of Phase 1 Allocated Interest 18%

Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 1,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 8,055 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 11,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 28,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 22,781 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 18,544 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 10,125 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 5,062 | \$ 81,480 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ - | \$ 20 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 380 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 3,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 8,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 44,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 40,000 | \$ 19,730 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,640 | \$ 19,185 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,000 | \$ 18,704 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 26,660 | \$ 17,800 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 15,000 | \$ 16,800 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,000 | \$ 16,000 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,963 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,001 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,800 | \$ 24,429 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,934 | \$ 22,509 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,043 | \$ 20,000 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,556 | \$ 17,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 6,100 | \$ 15,885 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 4,877 | \$ 13,380 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 2,941 | \$ 10,177 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,841 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |

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Capacity Allocation (MGD) 0.32
 Percent of Phase 1 Allocated Interest 18%

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|-----------|
| 1993-1997 | - | - | - | - | - | - |
| 1998 | \$ 5,678 | \$ - | \$ - | \$ - | \$ - | \$ 5,678 |
| 1999 | \$ 6,814 | \$ 10,945 | \$ - | \$ - | \$ - | \$ 17,759 |
| 2000 | \$ 5,935 | \$ 20,310 | \$ - | \$ - | \$ - | \$ 26,246 |
| 2001 | \$ 5,057 | \$ 20,310 | \$ - | \$ - | \$ - | \$ 25,367 |
| 2002 | \$ 4,106 | \$ 20,310 | \$ - | \$ - | \$ - | \$ 24,416 |
| 2003 | \$ - | \$ 18,666 | \$ - | \$ - | \$ - | \$ 18,666 |
| 2004 | \$ 2,585 | \$ 16,849 | \$ - | \$ - | \$ - | \$ 19,435 |
| 2005 | \$ 825 | \$ 14,686 | \$ - | \$ - | \$ - | \$ 15,511 |
| 2006 | \$ - | \$ 783 | \$ 3,793 | \$ - | \$ - | \$ 4,576 |
| 2007 | \$ - | \$ 5,577 | \$ 3,486 | \$ - | \$ - | \$ 9,063 |
| 2008 | \$ - | \$ 9,690 | \$ 3,454 | \$ 3,492 | \$ - | \$ 16,636 |
| 2009 | \$ - | \$ 8,825 | \$ 3,422 | \$ 6,873 | \$ - | \$ 19,119 |
| 2010 | \$ - | \$ 7,960 | \$ 3,383 | \$ 6,643 | \$ - | \$ 17,986 |
| 2011 | \$ - | \$ 6,397 | \$ 3,321 | \$ 6,398 | \$ - | \$ 16,957 |
| 2012 | \$ - | \$ 6,600 | \$ 3,229 | \$ 6,137 | \$ - | \$ 15,970 |
| 2013 | \$ - | \$ 5,250 | \$ 3,114 | \$ 5,860 | \$ - | \$ 14,569 |
| 2014 | \$ - | \$ 4,211 | \$ 2,974 | \$ 5,567 | \$ - | \$ 12,752 |
| 2015 | \$ - | \$ 2,884 | \$ 2,803 | \$ 5,266 | \$ - | \$ 10,983 |
| 2016 | \$ - | \$ 1,700 | \$ 2,304 | \$ 4,957 | \$ - | \$ 9,093 |
| 2017 | \$ - | \$ - | \$ 2,535 | \$ 4,664 | \$ - | \$ 7,199 |
| 2018 | \$ - | \$ - | \$ 2,350 | \$ 4,405 | \$ - | \$ 6,762 |
| 2019 | \$ - | \$ - | \$ 2,106 | \$ 4,111 | \$ - | \$ 6,268 |
| 2020 | \$ - | \$ - | \$ 1,934 | \$ 3,788 | \$ - | \$ 5,723 |
| 2021 | \$ - | \$ - | \$ 1,690 | \$ 3,400 | \$ - | \$ 5,131 |
| 2022 | \$ - | \$ - | \$ 1,423 | \$ 3,060 | \$ - | \$ 4,491 |
| 2023 | \$ - | \$ - | \$ 1,193 | \$ 2,674 | \$ - | \$ 3,806 |
| 2024 | \$ - | \$ - | \$ 821 | \$ 2,252 | \$ - | \$ 3,073 |
| 2025 | \$ - | \$ - | \$ 495 | \$ 1,902 | \$ - | \$ 2,297 |
| 2026 | \$ - | \$ - | \$ - | \$ 1,323 | \$ - | \$ 1,323 |
| 2027 | \$ - | \$ - | \$ - | \$ 815 | \$ - | \$ 815 |
| 2028 | \$ - | \$ - | \$ - | \$ 277 | \$ - | \$ 277 |

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Capacity Allocation (MGD) 0.32
 Percent of Phase 1 Allocated Interest 18%

Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--|-------------------------|-------------------|----------------------|-------------------|----------------------------|
| 1993-1997 | \$ 542,999 | \$ - | \$ 542,999 | | \$ 542,999 |
| 1998 | | \$ 5,678 | \$ 5,678 | | \$ 548,677 |
| 1999 | | \$ 17,759 | \$ 17,759 | | \$ 566,436 |
| 2000 | | \$ 26,246 | \$ 26,246 | | \$ 592,682 |
| 2001 | | \$ 25,200 | \$ 25,367 | | \$ 618,049 |
| 2002 | | \$ 24,416 | \$ 24,416 | | \$ 642,465 |
| 2003 | | \$ 22,012 | \$ 22,012 | | \$ 664,478 |
| 2004 | | \$ 19,135 | \$ 19,135 | | \$ 683,912 |
| 2005 | | \$ 16,511 | \$ 16,511 | | \$ 700,424 |
| 2006 | | \$ 17,489 | \$ 17,489 | | \$ 717,913 |
| 2007 | | \$ 14,063 | \$ 14,063 | | \$ 731,975 |
| 2008 | \$ 1,105,365 | \$ 16,636 | \$ 122,001 | | \$ 1,853,976 |
| 2009 | | \$ 19,119 | \$ 19,119 | | \$ 1,873,095 |
| 2010 | | \$ 17,986 | \$ 17,986 | \$ 16,507 | \$ 1,614,575 |
| 2011 | | \$ 16,957 | \$ 16,957 | \$ 15,072 | \$ 1,433,460 |
| 2012 | | \$ 15,970 | \$ 15,970 | \$ 107,000 | \$ 1,342,362 |
| 2013 | | \$ 14,569 | \$ 14,569 | | \$ 1,356,931 |
| 2014 | | \$ 12,752 | \$ 12,752 | | \$ 1,369,682 |
| 2015 | | \$ 10,983 | \$ 10,983 | | \$ 1,380,665 |
| 2016 | | \$ 9,093 | \$ 9,093 | | \$ 1,389,759 |
| 2017 | | \$ 7,199 | \$ 7,199 | | \$ 1,396,957 |
| 2018 | | \$ 6,762 | \$ 6,762 | | \$ 1,403,719 |
| 2019 | | \$ 6,268 | \$ 6,268 | | \$ 1,409,987 |
| 2020 | | \$ 5,723 | \$ 5,723 | | \$ 1,415,709 |
| 2021 | | \$ 5,131 | \$ 5,131 | | \$ 1,420,840 |
| 2022 | | \$ 4,491 | \$ 4,491 | | \$ 1,425,330 |
| 2023 | | \$ 3,806 | \$ 3,806 | | \$ 1,429,527 |
| 2024 | | \$ 3,073 | \$ 3,073 | | \$ 1,432,209 |
| 2025 | | \$ 2,297 | \$ 2,297 | | \$ 1,434,506 |
| 2026 | | \$ 1,323 | \$ 1,323 | | \$ 1,435,829 |
| 2027 | | \$ 815 | \$ 815 | | \$ 1,436,644 |
| 2028 | | \$ 277 | \$ 277 | | \$ 1,436,921 |
| Total | \$ 1,648,364 | | | \$ 581,647 | |
| | TRUE | | | | |
| Total Cost Through December, 2014 | \$ 1,648,364 | \$ 302,966 | | | \$ 1,951,329 |
| | | | | | TRUE |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
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 Capital Recovery Fee Analysis



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Capacity Allocation (MGD) 0.45
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 6%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 750,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from this analysis.

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 4,335,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 7% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 0% | 0% | 6% | 6% |

*Amount allocated for Phase 1 funding was reduced to account for 11% of oversizing costs allocated to Sierra MUD.

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Table 3

| | Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1993-1997 | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | | 42,005 | - | - | - | - | \$ 42,005 |
| 1999 | | 50,406 | 75,903 | - | - | - | \$ 126,309 |
| 2000 | | 139,906 | 140,850 | - | - | - | \$ 184,756 |
| 2001 | | 33,406 | 140,850 | - | - | - | \$ 178,256 |
| 2002 | | 23,375 | 140,850 | - | - | - | \$ 171,225 |
| 2003 | | 24,750 | 129,450 | - | - | - | \$ 154,200 |
| 2004 | | 19,125 | 116,850 | - | - | - | \$ 135,975 |
| 2005 | | 13,500 | 101,850 | - | - | - | \$ 115,350 |
| 2006 | | - | 88,650 | 195,412 | - | - | \$ 290,812 |
| 2007 | | - | 73,350 | 179,568 | - | - | \$ 252,918 |
| 2008 | | - | 67,000 | 177,943 | 49,631 | - | \$ 294,774 |
| 2009 | | - | 17,000 | 176,268 | 97,688 | - | \$ 335,155 |
| 2010 | | - | 57,200 | 174,284 | 94,425 | - | \$ 323,909 |
| 2011 | | - | 77,200 | 171,063 | 90,938 | - | \$ 312,200 |
| 2012 | | - | 15,800 | 166,338 | 87,225 | - | \$ 299,363 |
| 2013 | | - | 38,800 | 160,431 | 83,288 | - | \$ 282,519 |
| 2014 | | - | 20,200 | 147,213 | 79,125 | - | \$ 261,538 |
| 2015 | | - | 20,000 | 43,500 | 74,850 | - | \$ 240,800 |
| 2016 | | - | 10,000 | 138,700 | 70,463 | - | \$ 219,238 |
| 2017 | | - | - | 130,594 | 66,285 | - | \$ 196,879 |
| 2018 | | - | - | 121,388 | 62,613 | - | \$ 184,000 |
| 2019 | | - | - | - | 58,438 | - | \$ 169,519 |
| 2020 | | - | - | 99,650 | 53,844 | - | \$ 153,494 |
| 2021 | | - | - | 87,069 | 48,900 | - | \$ 135,969 |
| 2022 | | - | - | 73,300 | 43,600 | - | \$ 116,913 |
| 2023 | | - | - | 50,000 | 38,000 | - | \$ 96,356 |
| 2024 | | 0 | 0 | 40,000 | 30,000 | 0 | \$ 74,294 |
| 2025 | | 0 | 0 | 25,000 | 26,113 | 0 | \$ 51,113 |
| 2026 | | 0 | 0 | - | 17,306 | 0 | \$ 18,806 |
| 2027 | | 0 | 0 | - | 11,581 | 0 | \$ 11,581 |
| 2028 | | 0 | 0 | - | 3,931 | 0 | \$ 3,931 |

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Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,805 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 2,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 2,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 2,781 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 18,563 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,344 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 10,125 | \$ 81,480 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ 2,583 | \$ 70,920 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 58,680 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 5,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 2,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 7,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 10,160 | \$ 19,730 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,640 | \$ 19,185 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,020 | \$ 18,504 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 21,360 | \$ 17,672 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 16,000 | \$ 16,934 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,000 | \$ 16,000 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,060 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,000 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,000 | \$ 24,429 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,494 | \$ 22,509 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,040 | \$ 20,442 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,000 | \$ 18,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 7,310 | \$ 15,000 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 6,877 | \$ 11,800 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 2,000 | \$ 10,707 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,841 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |

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Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1999 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2001 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2002 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2003 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2004 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2005 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2006 | \$ - | \$ - | \$ 1,436 | \$ - | \$ - | \$ 1,436 |
| 2007 | \$ - | \$ - | \$ 1,319 | \$ - | \$ - | \$ 1,319 |
| 2008 | \$ - | \$ - | \$ 1,307 | \$ 1,322 | \$ - | \$ 2,629 |
| 2009 | \$ - | \$ - | \$ 1,295 | \$ 2,601 | \$ - | \$ 3,896 |
| 2010 | \$ - | \$ - | \$ 1,280 | \$ 2,514 | \$ - | \$ 3,795 |
| 2011 | \$ - | \$ - | \$ 1,257 | \$ 2,421 | \$ - | \$ 3,678 |
| 2012 | \$ - | \$ - | \$ 1,222 | \$ 2,323 | \$ - | \$ 3,545 |
| 2013 | \$ - | \$ - | \$ 1,179 | \$ 2,218 | \$ - | \$ 3,396 |
| 2014 | \$ - | \$ - | \$ 1,126 | \$ 2,107 | \$ - | \$ 3,233 |
| 2015 | \$ - | \$ - | \$ 1,072 | \$ 1,993 | \$ - | \$ 3,065 |
| 2016 | \$ - | \$ - | \$ 1,018 | \$ 1,876 | \$ - | \$ 2,896 |
| 2017 | \$ - | \$ - | \$ 959 | \$ 1,765 | \$ - | \$ 2,724 |
| 2018 | \$ - | \$ - | \$ 897 | \$ 1,667 | \$ - | \$ 2,559 |
| 2019 | \$ - | \$ - | \$ 832 | \$ 1,556 | \$ - | \$ 2,372 |
| 2020 | \$ - | \$ - | \$ 732 | \$ 1,434 | \$ - | \$ 2,166 |
| 2021 | \$ - | \$ - | \$ 640 | \$ 1,302 | \$ - | \$ 1,942 |
| 2022 | \$ - | \$ - | \$ 559 | \$ 1,161 | \$ - | \$ 1,700 |
| 2023 | \$ - | \$ - | \$ 479 | \$ 1,020 | \$ - | \$ 1,441 |
| 2024 | \$ - | \$ - | \$ 311 | \$ 829 | \$ - | \$ 1,163 |
| 2025 | \$ - | \$ - | \$ 177 | \$ 682 | \$ - | \$ 869 |
| 2026 | \$ - | \$ - | \$ 77 | \$ 501 | \$ - | \$ 501 |
| 2027 | \$ - | \$ - | \$ 28 | \$ 308 | \$ - | \$ 308 |
| 2028 | \$ - | \$ - | \$ 10 | \$ 105 | \$ - | \$ 105 |

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Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--------------------------------|-------------------------|------------------|----------------------|--------------|----------------------------|
| 1993-1997 | \$ 1,264,805 | | \$ 1,264,805 | \$ 1,264,805 | \$ - |
| 1998 | | | \$ - | | \$ - |
| 1999 | | | \$ - | | \$ - |
| 2000 | | | \$ - | | \$ - |
| 2001 | | | \$ - | | \$ - |
| 2002 | | | \$ - | | \$ - |
| 2003 | | | \$ - | | \$ - |
| 2004 | | | \$ - | | \$ - |
| 2005 | | | \$ - | | \$ - |
| 2006 | | | \$ - | | \$ - |
| 2007 | | | \$ - | | \$ - |
| 2008 | \$ 418,346 | \$ 2,619 | \$ 420,965 | | \$ 420,974 |
| 2009 | | \$ 3,896 | \$ 3,896 | | \$ 424,871 |
| 2010 | | \$ 3,795 | \$ 3,795 | | \$ 428,665 |
| 2011 | | \$ 3,678 | \$ 3,678 | | \$ 432,344 |
| 2012 | | \$ 3,545 | \$ 3,545 | | \$ 435,888 |
| 2013 | | \$ 3,396 | \$ 3,396 | | \$ 439,285 |
| 2014 | | \$ 3,233 | \$ 3,233 | \$ 442,500 | \$ 0 |
| 2015 | | \$ 3,065 | \$ 3,065 | | \$ 3,065 |
| 2016 | | \$ 2,896 | \$ 2,896 | | \$ 5,961 |
| 2017 | | \$ 2,724 | \$ 2,724 | | \$ 8,686 |
| 2018 | | \$ 2,559 | \$ 2,559 | | \$ 11,245 |
| 2019 | | \$ 2,372 | \$ 2,372 | | \$ 13,617 |
| 2020 | | \$ 2,166 | \$ 2,166 | | \$ 15,783 |
| 2021 | | \$ 1,942 | \$ 1,942 | | \$ 17,725 |
| 2022 | | \$ 1,700 | \$ 1,700 | | \$ 19,424 |
| 2023 | | \$ 1,441 | \$ 1,441 | | \$ 20,864 |
| 2024 | | \$ 1,163 | \$ 1,163 | | \$ 22,027 |
| 2025 | | \$ 869 | \$ 869 | | \$ 22,897 |
| 2026 | | \$ 501 | \$ 501 | | \$ 23,398 |
| 2027 | | \$ 308 | \$ 308 | | \$ 23,706 |
| 2028 | | \$ 105 | \$ 105 | | \$ 23,811 |
| Total | \$ 1,683,151 | \$ 24,171 | \$ 1,707,322 | \$ 1,707,322 | \$ 0 |

Payments from participant derived from principle payment made at time of bond funding, plus interest payments from annual debt service.

| | | | |
|--|---------------------|------------------|---------------------|
| Total Cost Through December, 2014 | \$ 1,683,151 | \$ 24,171 | \$ 1,707,322 |
|--|---------------------|------------------|---------------------|

TRUE

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 First Colony MUD #9 Cost Allocation Analysis

Capacity Allocation (MGD) 1.05
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 15%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 750,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from this analysis

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 2,400,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 75% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 0% | 0% | 15% | 15% |

*Amount allocated for Phase 1 funding was reduced to account for 11% of oversizing costs allocated to Sierra MUD #9

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Capacity Allocation (MGD) 1.05
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 15%

Table 3

| Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1993-1997 | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | 2,005 | - | - | - | - | \$ 42,005 |
| 1999 | 50,406 | 75,903 | - | - | - | \$ 126,309 |
| 2000 | 43,906 | 140,850 | - | - | - | \$ 184,756 |
| 2001 | 37,400 | 140,850 | - | - | - | \$ 178,256 |
| 2002 | 29,975 | 140,850 | - | - | - | \$ 171,225 |
| 2003 | 22,750 | 129,450 | - | - | - | \$ 154,200 |
| 2004 | 19,375 | 118,050 | - | - | - | \$ 135,975 |
| 2005 | 13,500 | 99,350 | - | - | - | \$ 115,350 |
| 2006 | 6,750 | 192,850 | 195,412 | - | - | \$ 290,812 |
| 2007 | - | 3,350 | 179,568 | - | - | \$ 252,918 |
| 2008 | - | 67,200 | 177,943 | 49,631 | - | \$ 294,774 |
| 2009 | - | 61,250 | 176,268 | 97,688 | - | \$ 335,155 |
| 2010 | - | 55,200 | 174,284 | 94,425 | - | \$ 323,909 |
| 2011 | - | 50,250 | 172,263 | 90,938 | - | \$ 312,200 |
| 2012 | - | 45,300 | 166,303 | 87,225 | - | \$ 299,363 |
| 2013 | - | 40,800 | 160,433 | 83,288 | - | \$ 282,519 |
| 2014 | - | 29,200 | 153,213 | 79,125 | - | \$ 261,538 |
| 2015 | - | 20,000 | 145,800 | 74,850 | - | \$ 240,800 |
| 2016 | - | 10,000 | 138,775 | 70,463 | - | \$ 219,238 |
| 2017 | - | - | 130,590 | 66,285 | - | \$ 196,879 |
| 2018 | - | - | 121,800 | 62,613 | - | \$ 184,000 |
| 2019 | - | - | 113,081 | 58,900 | - | \$ 169,519 |
| 2020 | - | - | 104,650 | 55,140 | - | \$ 153,494 |
| 2021 | - | - | 97,000 | 51,900 | - | \$ 135,969 |
| 2022 | - | - | 73,310 | 42,600 | - | \$ 116,913 |
| 2023 | - | - | 58,356 | 38,000 | - | \$ 96,356 |
| 2024 | 0 | 0 | 42,288 | 32,000 | 0 | \$ 74,294 |
| 2025 | 0 | 0 | 25,500 | 25,613 | 0 | \$ 51,113 |
| 2026 | 0 | 0 | - | 18,806 | 0 | \$ 18,806 |
| 2027 | 0 | 0 | - | 11,581 | 0 | \$ 11,581 |
| 2028 | 0 | 0 | - | 3,931 | 0 | \$ 3,931 |

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Capacity Allocation (MGD) 1.05
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 15%

Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,805 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 32,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 28,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 28,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 12,563 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,350 | \$ 97,880 | \$ - | \$ - | \$ - | \$ 107,824 |
| 2005 | \$ 10,125 | \$ 7,930 | \$ - | \$ - | \$ - | \$ 91,605 |
| 2006 | \$ 5,063 | \$ 7,920 | \$ 22,539 | \$ - | \$ - | \$ 98,521 |
| 2007 | \$ - | \$ 3,680 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 33,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 48,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 47,160 | \$ 17,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 40,160 | \$ 19,330 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,400 | \$ 19,100 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 33,940 | \$ 18,504 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 23,360 | \$ 17,670 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 16,000 | \$ 16,000 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 8,000 | \$ 16,006 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ - | \$ 15,063 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ - | \$ 14,000 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ - | \$ 12,712 | \$ 24,400 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ - | \$ 11,994 | \$ 22,009 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ - | \$ 10,000 | \$ 19,442 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ - | \$ 8,456 | \$ 17,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 6,731 | \$ 15,000 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 4,877 | \$ 13,380 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 2,941 | \$ 10,707 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ - | \$ 7,862 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ - | \$ 4,341 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ - | \$ 1,643 | \$ - | \$ 1,643 |

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Capacity Allocation (MGD) 1.05
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 15%

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1999 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2001 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2002 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2003 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2004 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2005 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2006 | \$ - | \$ - | \$ 3,350 | \$ - | \$ - | \$ 3,350 |
| 2007 | \$ - | \$ - | \$ 3,078 | \$ - | \$ - | \$ 3,078 |
| 2008 | \$ - | \$ - | \$ 3,050 | \$ 3,084 | \$ - | \$ 6,134 |
| 2009 | \$ - | \$ - | \$ 3,022 | \$ 6,069 | \$ - | \$ 9,091 |
| 2010 | \$ - | \$ - | \$ 2,988 | \$ 5,867 | \$ - | \$ 8,854 |
| 2011 | \$ - | \$ - | \$ 2,932 | \$ 5,650 | \$ - | \$ 8,582 |
| 2012 | \$ - | \$ - | \$ 2,751 | \$ 5,419 | \$ - | \$ 8,271 |
| 2013 | \$ - | \$ - | \$ 2,713 | \$ 5,175 | \$ - | \$ 7,925 |
| 2014 | \$ - | \$ - | \$ 2,600 | \$ 4,916 | \$ - | \$ 7,543 |
| 2015 | \$ - | \$ - | \$ 2,379 | \$ 4,650 | \$ - | \$ 7,152 |
| 2016 | \$ - | \$ - | \$ 2,379 | \$ 4,378 | \$ - | \$ 6,757 |
| 2017 | \$ - | \$ - | \$ 2,237 | \$ 4,118 | \$ - | \$ 6,357 |
| 2018 | \$ - | \$ - | \$ 2,111 | \$ 3,890 | \$ - | \$ 5,971 |
| 2019 | \$ - | \$ - | \$ 1,904 | \$ 3,621 | \$ - | \$ 5,535 |
| 2020 | \$ - | \$ - | \$ 1,708 | \$ 3,354 | \$ - | \$ 5,054 |
| 2021 | \$ - | \$ - | \$ 1,503 | \$ 3,038 | \$ - | \$ 4,531 |
| 2022 | \$ - | \$ - | \$ 1,250 | \$ 2,709 | \$ - | \$ 3,966 |
| 2023 | \$ - | \$ - | \$ 1,000 | \$ 2,361 | \$ - | \$ 3,361 |
| 2024 | \$ - | \$ - | \$ 725 | \$ 1,971 | \$ - | \$ 2,713 |
| 2025 | \$ - | \$ - | \$ 437 | \$ 1,591 | \$ - | \$ 2,028 |
| 2026 | \$ - | \$ - | \$ - | \$ 1,168 | \$ - | \$ 1,168 |
| 2027 | \$ - | \$ - | \$ - | \$ 720 | \$ - | \$ 720 |
| 2028 | \$ - | \$ - | \$ - | \$ 244 | \$ - | \$ 244 |

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 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 First Colony MUD #9 Cost Allocation Analysis

Capacity Allocation (MGD) 1.05
 Percent of Phase 1 Allocated Interest 0%
 Percent of Phase 2 Allocated Interest 15%

Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payments Made | Accrued Balance Due/(Owed) |
|--|-------------------------|------------------|----------------------|---------------------|----------------------------|
| 1993-1997 | \$ 2,951,212 | \$ - | \$ 2,951,212 | \$ 2,951,212 | \$ - |
| 1998 | | | | | \$ - |
| 1999 | | | | | \$ - |
| 2000 | | | | | \$ - |
| 2001 | | | | | \$ - |
| 2002 | | | | | \$ - |
| 2003 | | | | | \$ - |
| 2004 | | | | | \$ - |
| 2005 | | | | | \$ - |
| 2006 | | | | | \$ - |
| 2007 | | | | | \$ - |
| 2008 | \$ 976,140 | | \$ 976,140 | | \$ 976,140 |
| 2009 | | \$ 9,091 | \$ 9,091 | | \$ 985,231 |
| 2010 | | \$ 8,854 | \$ 8,854 | | \$ 994,085 |
| 2011 | | \$ 8,582 | \$ 8,582 | | \$ 1,002,668 |
| 2012 | | \$ 8,271 | \$ 8,271 | | \$ 1,010,938 |
| 2013 | | \$ 7,925 | \$ 7,925 | | \$ 1,018,863 |
| 2014 | | \$ 7,543 | \$ 7,543 | | \$ 1,026,406 |
| 2015 | | \$ 7,152 | \$ 7,152 | | \$ 1,033,558 |
| 2016 | | \$ 6,757 | \$ 6,757 | | \$ 1,040,315 |
| 2017 | | \$ 6,357 | \$ 6,357 | | \$ 1,046,668 |
| 2018 | | \$ 5,971 | \$ 5,971 | | \$ 1,052,643 |
| 2019 | | \$ 5,535 | \$ 5,535 | | \$ 1,058,178 |
| 2020 | | \$ 5,054 | \$ 5,054 | | \$ 1,063,332 |
| 2021 | | \$ 4,531 | \$ 4,531 | | \$ 1,067,700 |
| 2022 | | \$ 3,966 | \$ 3,966 | | \$ 1,071,728 |
| 2023 | | \$ 3,361 | \$ 3,361 | | \$ 1,075,089 |
| 2024 | | \$ 2,713 | \$ 2,713 | | \$ 1,077,803 |
| 2025 | | \$ 2,028 | \$ 2,028 | | \$ 1,079,831 |
| 2026 | | \$ 1,168 | \$ 1,168 | | \$ 1,081,000 |
| 2027 | | \$ 720 | \$ 720 | | \$ 1,081,719 |
| 2028 | | \$ 244 | \$ 244 | | \$ 1,081,964 |
| Total | \$ 3,927,351 | | | \$ 2,951,212 | |
| TRUE | | | | | |
| Total Cost Through December, 2014 | \$ 3,927,351 | \$ 50,266 | | | \$ 3,977,617 |
| TRUE | | | | | |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 City stranded costs

Capacity Allocation (MGD) -Current Plant Only -
 Percent of Phase 1 Allocated Interest 16%
 Percent of Phase 2 Allocated Interest 0%

Table 1

| Project Funding | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------------|------------|--------------|------------|--------------|--------------|---------------|
| Phase 1 Funding | \$ 750,000 | \$ 2,400,000 | \$ - | \$ - | \$ 4,078,555 | \$ 7,228,555 |
| Phase 2 Funding | - | - | 500,000 | 6,067,798 | - | 6,567,798 |
| | \$ 750,000 | \$ 2,400,000 | \$ 500,000 | \$ 6,067,798 | \$ 4,078,555 | \$ 13,796,354 |

TRUE
 TRUE

*Amount funded by MUD 9 and 42 for lift station have been removed from this analysis

Table 2

| Percent of Debt Allocation to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. |
|--|--------------|--------------|--------------|---------------|
| Total Issuance Amount | \$ 1,000,000 | \$ 3,000,000 | \$ 4,335,000 | \$ 14,514,997 |
| Percent of Debt Allocation to SBFB | 75% | 80% | 12% | 42% |
| Percent of Steepbank/Flatbank Debt Allocated to Participant* | 16% | 16% | 0% | 0% |

Sienna's allocation of Phase 1 funding includes Phase 1 utilized capacity, plus oversizing portion for Phase 2 capacity.

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 City stranded costs

Table 3

| | Total Interest Expense | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|-----------|------------------------|-----------|-----------|-----------|-----------|------|------------|
| 1993-1997 | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | | 42,005 | - | - | - | - | \$ 42,005 |
| 1999 | | 50,406 | 75,903 | - | - | - | \$ 126,309 |
| 2000 | | 43,906 | 140,850 | - | - | - | \$ 184,756 |
| 2001 | | 37,406 | 140,850 | - | - | - | \$ 178,256 |
| 2002 | | 30,375 | 140,850 | - | - | - | \$ 171,225 |
| 2003 | | 24,750 | 129,450 | - | - | - | \$ 154,200 |
| 2004 | | 19,125 | 116,850 | - | - | - | \$ 135,975 |
| 2005 | | 13,500 | 101,850 | - | - | - | \$ 115,350 |
| 2006 | | 8,875 | 88,650 | 195,412 | - | - | \$ 290,812 |
| 2007 | | - | 73,350 | 179,568 | - | - | \$ 252,918 |
| 2008 | | - | 67,200 | 177,943 | 49,631 | - | \$ 294,774 |
| 2009 | | - | 61,200 | 176,268 | 97,688 | - | \$ 335,155 |
| 2010 | | - | 55,200 | 174,284 | 94,425 | - | \$ 323,909 |
| 2011 | | - | 50,200 | 171,063 | 90,938 | - | \$ 312,200 |
| 2012 | | - | 45,800 | 166,338 | 87,225 | - | \$ 299,363 |
| 2013 | | - | 38,200 | 160,431 | 83,288 | - | \$ 282,519 |
| 2014 | | - | 29,200 | 153,213 | 79,125 | - | \$ 261,538 |
| 2015 | | - | 20,000 | 145,950 | 74,850 | - | \$ 240,800 |
| 2016 | | - | 10,000 | 138,775 | 70,463 | - | \$ 219,238 |
| 2017 | | - | - | 131,594 | 66,285 | - | \$ 196,879 |
| 2018 | | - | - | 121,888 | 62,613 | - | \$ 184,000 |
| 2019 | | - | - | 110,081 | 58,438 | - | \$ 169,519 |
| 2020 | | - | - | 99,655 | 53,844 | - | \$ 153,494 |
| 2021 | | - | - | 87,700 | 48,900 | - | \$ 135,969 |
| 2022 | | - | - | 75,313 | 43,600 | - | \$ 116,913 |
| 2023 | | - | - | 63,356 | 38,000 | - | \$ 96,356 |
| 2024 | | 0 | 0 | 42,288 | 30,000 | 0 | \$ 74,294 |
| 2025 | | 0 | 0 | 25,500 | 25,000 | 0 | \$ 51,113 |
| 2026 | | 0 | 0 | - | 18,806 | 0 | \$ 18,806 |
| 2027 | | 0 | 0 | - | 11,581 | 0 | \$ 11,581 |
| 2028 | | 0 | 0 | - | 3,931 | 0 | \$ 3,931 |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 City stranded costs

Table 4

| Interest Expense Allocated to SBFB | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|------------------------------------|-----------|------------|-----------|-----------|------|------------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 31,504 | \$ - | \$ - | \$ - | \$ - | \$ 31,504 |
| 1999 | \$ 37,805 | \$ 60,722 | \$ - | \$ - | \$ - | \$ 98,527 |
| 2000 | \$ 32,930 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 145,610 |
| 2001 | \$ 28,055 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 140,735 |
| 2002 | \$ 22,781 | \$ 112,680 | \$ - | \$ - | \$ - | \$ 135,461 |
| 2003 | \$ 18,563 | \$ 103,560 | \$ - | \$ - | \$ - | \$ 122,123 |
| 2004 | \$ 14,177 | \$ 93,480 | \$ - | \$ - | \$ - | \$ 107,657 |
| 2005 | \$ 10,113 | \$ 81,480 | \$ - | \$ - | \$ - | \$ 91,593 |
| 2006 | \$ 5,413 | \$ 70,920 | \$ 22,539 | \$ - | \$ - | \$ 98,872 |
| 2007 | \$ - | \$ 58,680 | \$ 20,711 | \$ - | \$ - | \$ 79,391 |
| 2008 | \$ - | \$ 53,760 | \$ 20,524 | \$ 20,748 | \$ - | \$ 95,032 |
| 2009 | \$ - | \$ 48,960 | \$ 20,331 | \$ 40,837 | \$ - | \$ 110,128 |
| 2010 | \$ - | \$ 44,160 | \$ 20,102 | \$ 39,473 | \$ - | \$ 103,735 |
| 2011 | \$ - | \$ 40,160 | \$ 19,730 | \$ 38,015 | \$ - | \$ 97,906 |
| 2012 | \$ - | \$ 36,160 | \$ 19,185 | \$ 36,463 | \$ - | \$ 92,289 |
| 2013 | \$ - | \$ 31,160 | \$ 18,504 | \$ 34,817 | \$ - | \$ 84,361 |
| 2014 | \$ - | \$ 26,160 | \$ 17,672 | \$ 33,077 | \$ - | \$ 74,109 |
| 2015 | \$ - | \$ 21,000 | \$ 16,834 | \$ 31,290 | \$ - | \$ 64,124 |
| 2016 | \$ - | \$ 15,840 | \$ 16,006 | \$ 29,456 | \$ - | \$ 53,462 |
| 2017 | \$ - | \$ 10,680 | \$ 15,063 | \$ 27,710 | \$ - | \$ 42,772 |
| 2018 | \$ - | \$ 5,520 | \$ 14,001 | \$ 26,174 | \$ - | \$ 40,175 |
| 2019 | \$ - | \$ 4,360 | \$ 12,847 | \$ 24,429 | \$ - | \$ 37,241 |
| 2020 | \$ - | \$ 3,200 | \$ 11,694 | \$ 22,509 | \$ - | \$ 34,002 |
| 2021 | \$ - | \$ 2,040 | \$ 10,543 | \$ 20,442 | \$ - | \$ 30,485 |
| 2022 | \$ - | \$ 840 | \$ 9,392 | \$ 18,226 | \$ - | \$ 26,682 |
| 2023 | \$ - | \$ - | \$ 8,241 | \$ 16,000 | \$ - | \$ 22,616 |
| 2024 | \$ - | \$ - | \$ 7,090 | \$ 13,774 | \$ - | \$ 18,257 |
| 2025 | \$ - | \$ - | \$ 5,939 | \$ 11,548 | \$ - | \$ 13,648 |
| 2026 | \$ - | \$ - | \$ 4,788 | \$ 9,322 | \$ - | \$ 7,862 |
| 2027 | \$ - | \$ - | \$ 3,637 | \$ 7,195 | \$ - | \$ 4,841 |
| 2028 | \$ - | \$ - | \$ 2,486 | \$ 5,063 | \$ - | \$ 1,643 |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Invoice
 City stranded costs

Table 5

| Annual Interest Expense Allocated to Participant | 1997 C.O. | 1998 C.O. | 2005 C.O. | 2008 C.O. | Cash | Total |
|--|-----------|-----------|-----------|-----------|------|-----------|
| 1993-1997 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1998 | \$ 4,928 | \$ - | \$ - | \$ - | \$ - | \$ 4,928 |
| 1999 | \$ 5,913 | \$ 9,498 | \$ - | \$ - | \$ - | \$ 15,411 |
| 2000 | \$ 5,151 | \$ 17,625 | \$ - | \$ - | \$ - | \$ 22,775 |
| 2001 | \$ 4,388 | \$ 17,625 | \$ - | \$ - | \$ - | \$ 22,013 |
| 2002 | \$ 3,563 | \$ 17,625 | \$ - | \$ - | \$ - | \$ 21,188 |
| 2003 | \$ 2,903 | \$ 16,198 | \$ - | \$ - | \$ - | \$ 19,102 |
| 2004 | \$ 2,244 | \$ 14,622 | \$ - | \$ - | \$ - | \$ 16,865 |
| 2005 | \$ 1,585 | \$ 12,745 | \$ - | \$ - | \$ - | \$ 14,328 |
| 2006 | \$ 795 | \$ 11,093 | \$ - | \$ - | \$ - | \$ 11,885 |
| 2007 | \$ - | \$ 9,178 | \$ - | \$ - | \$ - | \$ 9,178 |
| 2008 | \$ - | \$ 8,409 | \$ - | \$ - | \$ - | \$ 8,409 |
| 2009 | \$ - | \$ 7,658 | \$ - | \$ - | \$ - | \$ 7,658 |
| 2010 | \$ - | \$ 6,907 | \$ - | \$ - | \$ - | \$ 6,907 |
| 2011 | \$ - | \$ 6,282 | \$ - | \$ - | \$ - | \$ 6,282 |
| 2012 | \$ - | \$ 5,731 | \$ - | \$ - | \$ - | \$ 5,731 |
| 2013 | \$ - | \$ 4,855 | \$ - | \$ - | \$ - | \$ 4,855 |
| 2014 | \$ - | \$ 3,654 | \$ - | \$ - | \$ - | \$ 3,654 |
| 2015 | \$ - | \$ 2,503 | \$ - | \$ - | \$ - | \$ 2,503 |
| 2016 | \$ - | \$ 1,251 | \$ - | \$ - | \$ - | \$ 1,251 |
| 2017 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2018 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2019 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2020 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2021 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2022 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2023 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2024 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2025 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2026 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2027 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2028 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis

Invoice
 City stranded costs



Table 6

| Participant Cash-Flow Analysis | Capital Cost Allocation | Interest Expense | Total Annual Expense | Payment | Accrued Balance Due/(Owed) |
|--|-------------------------|-------------------|----------------------|---------|----------------------------|
| 1993-1997 | \$ 471,202 | \$ - | \$ 471,202 | | \$ 471,202 |
| 1998 | | \$ 4,928 | \$ 4,928 | | \$ 476,129 |
| 1999 | | \$ 15,411 | \$ 15,411 | | \$ 491,540 |
| 2000 | | \$ 22,775 | \$ 22,775 | | \$ 514,316 |
| 2001 | | \$ 22,013 | \$ 22,013 | | \$ 536,328 |
| 2002 | | \$ 21,188 | \$ 21,188 | | \$ 557,516 |
| 2003 | | \$ 19,102 | \$ 19,102 | | \$ 576,618 |
| 2004 | | \$ 16,865 | \$ 16,865 | | \$ 593,483 |
| 2005 | | \$ 14,328 | \$ 14,328 | | \$ 607,811 |
| 2006 | | \$ 11,885 | \$ 11,885 | | \$ 619,696 |
| 2007 | | \$ 9,178 | \$ 9,178 | | \$ 628,874 |
| 2008 | \$ - | \$ 8,409 | \$ 8,409 | | \$ 637,283 |
| 2009 | | \$ 7,658 | \$ 7,658 | | \$ 644,941 |
| 2010 | | \$ 6,907 | \$ 6,907 | | \$ 651,848 |
| 2011 | | \$ 6,156 | \$ 6,156 | | \$ 658,130 |
| 2012 | | \$ 5,731 | \$ 5,731 | | \$ 663,861 |
| 2013 | | \$ 4,855 | \$ 4,855 | | \$ 668,716 |
| 2014 | | \$ 3,654 | \$ 3,654 | | \$ 672,370 |
| 2015 | | \$ 2,503 | \$ 2,503 | | \$ 674,872 |
| 2016 | | \$ 1,251 | \$ 1,251 | | \$ 676,124 |
| 2017 | | \$ - | \$ - | | \$ 676,124 |
| 2018 | | \$ - | \$ - | | \$ 676,124 |
| 2019 | | \$ - | \$ - | | \$ 676,124 |
| 2020 | | \$ - | \$ - | | \$ 676,124 |
| 2021 | | \$ - | \$ - | | \$ 676,124 |
| 2022 | | \$ - | \$ - | | \$ 676,124 |
| 2023 | | \$ - | \$ - | | \$ 676,124 |
| 2024 | | \$ - | \$ - | | \$ 676,124 |
| 2025 | | \$ - | \$ - | | \$ 676,124 |
| 2026 | | \$ - | \$ - | | \$ 676,124 |
| 2027 | | \$ - | \$ - | | \$ 676,124 |
| 2028 | | \$ - | \$ - | | \$ 676,124 |
| Total | \$ 471,202 | \$ - | \$ - | \$ - | \$ 676,124 |
| Fully Allocated Cost - Check Figure | \$ 13,796,354 | | | | |
| Total Cost Through December, 2014 | \$ 471,202 | \$ 201,168 | | | \$ 672,370 |

City of Missouri City
 Steepbank/Flatbank Wastewater Treatment Plant
 Phase 2 Expansion
 Capital Recovery Fee Analysis



Summary of Cost Allocation

Total Capital Cost Allocated - Phase 1 and Phase 2 Only

| | Contract Capacity | Total Cost Allocation Through December 31, 2014 | Payments Made | Balance Due |
|---------------------|-------------------|---|---------------|--------------|
| First Colony MUD 9 | 1,050,000 | \$ 3,977,617 | \$ 2,951,212 | \$ 1,026,406 |
| Fort Bend MUD 42 | 450,000 | 1,707,322 | 1,707,322 | 0 |
| Fort Bend MUD 115 | 283,750 | 1,727,581 | 1,389,464 | 338,116 |
| Fort Bend MUD 129 | 470,750 | 2,866,110 | 2,034,061 | 832,049 |
| Fort Bend MUD 149 | 320,500 | 1,951,329 | 581,647 | 1,369,682 |
| Fort Bend MUD 46 | 425,000 | 2,587,566 | 2,138,517 | 449,049 |
| City Stranded Costs | | 672,370 | | 672,370 |
| | 3,000,000 | \$ 15,489,896 | \$ 10,802,223 | \$ 4,687,673 |

TRUE
 TRUE
 TRUE
 TRUE
 TRUE

Original Contracts Amended with revised capacity.
 Assumes Sienna will not participate in this phase.
 End capacity is 3.43 MGD
 Phase 1 costs paid by MUD 9 and 42.
 Assumes you can reidistributed oversizing costs using 3.43 MGD instead of 5.5MGD.
 Final expansion by the Sienna.
 City continues to hold stranded costs for oversizing for .43MGD. These costs are to be funded by Sienna.

SAMPLE



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(d) Award of Pre-Construction phase services contract for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion Project to Boyer, Inc.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Authorize the City Manager to execute a contract for pre-construction phase services towards the Mustang Bayou Wastewater Treatment Plant Project for \$210,000 to Boyer, Inc.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The rehabilitation and expansion of the Mustang Bayou Wastewater Treatment Plant (MB WWTP) is critical to accommodate growth in the service area and to rehabilitate the current plant units that have reached their useful life. In October 2019, the City council authorized a resolution determining that the construction manager-at-risk (CMAR) method of procurement provided the best value for the City for the rehabilitation and expansion of the Mustang Bayou Wastewater Treatment Plant.

The City solicited proposals for the purpose of moving the now city-owned wastewater package plant from the City of Pearland to the Mustang Bayou location, reassembling and bringing the expanded plant to operational capacity. City's procurement staff publically advertised Request for Proposal # 20-313 on November 13, 2019. The advertisement was placed in the local newspaper for two consecutive weeks, posted on the City website, a link sent via email to many potential providers, and posted on the State of Texas Electronic State Business Daily site. Responses were due December 17, 2019 at 2:00 PM. Of the three potential providers who attended the mandatory pre-proposal meeting, only Boyer Inc. submitted a response.

The contracted engineer for this project, Ardurra, has evaluated the submitted proposal and has recommended Boyer, Inc. for this project. This firm was also involved in the original assembly of the packaged plant for the City of Pearland. The Engineers (Ardurra) Recommendation is included here for reference. Financial Services staff from the City has also reviewed and approved the sealed financial statement from Boyer, Inc.

This pre-construction phase services for this project will allow Boyer, Inc. to work hand-in-hand with Ardurra in finalizing the design and developing a construction work package, which is consistent with the CMAR method of procurement. The cost of this construction phase services (\$210,000) is within the projected cost of this project. The next steps would be to finalize the design and develop a construction work package with a guaranteed maximum price (GMP). This work package is proposed to be split into two packages: (1) an early work package for preparing the site and moving the purchased package plant. (2) The remainder of the

scope of this project. City staff will obtain authorization from City Council in the coming months for the award of these two (2) work packages with a guaranteed maximum price.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY20 Funds Budgeted | FY20 Funds Available | Amount Requested |
|----------------|-------------------|-------------------|---------------------|----------------------|------------------|
| 2018A CO Fund | 515-58700-50-999- | 80027 | 13,845,853.58 | 13,845,853.58 | \$210,000 |

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manger
Financial/Budget Review: Keresa Aaron, Senior Budget Analyst

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. Engineer's Recommendation
2. Form 1295

STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to execute a contract for pre-construction phase services for the Mustang Bayou Wastewater Treatment Plant (CMAR) Project to Boyer, Inc. in the amount of \$210,000.

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

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



December 20, 2019

Dan McGraw
Utility Manager
1522 Texas Parkway
Missouri City, TX 77489

Subject: Recommendation of Selection, Negotiation, and Award
City of Missouri City
Construction Manager At-Risk for the Mustang Bayou Wastewater Treatment
Plant (RFP No. 20-313)

Dear Mr. McGraw:

The City received sealed competitive proposals for the subject City of Missouri City (City) Project in City Hall on Thursday, December 17th, 2019 at 2:00 PM.

Three reputable Offerors attended the mandatory pre-bid conference and attended plant site tours. One of the three Offerors was awarded additional work outside of the City during the advertisement period for this project and no longer had the capacity to execute the work and therefore did not submit a proposal. A second offeror in attendance determined, in the final days before the RFP was due, that their current workload prohibited them from completing the RFP document and they felt they didn't have the experience of the other two firms in attendance and elected not to submit a proposal.

The third Offeror, Boyer, Inc (Boyer) submitted a responsive proposal for the Project. Boyer's proposal indicates that they have the financial and staffing resources to successfully complete the Project. Furthermore, Boyer recently completed the electrical installation and decommissioning of the package plant being furnished for this project at the City of Pearland's Reflection Bay Water Reclamation Facility. Boyer's proposed staff for this project also have firsthand knowledge of the Mustang Bayou WWTP as they have performed major upgrade projects for this facility. Both of these project experiences make Boyer uniquely qualified for this project.



The current construction market has become extremely competitive. Many projects are seeing only 1-2 proposals. Based on the evaluation of the proposal and previous relevant experience, Boyer was deemed to be the Offeror that provides the "Best Value" to the City for the Mustang Bayou Wastewater Treatment Plant Project.

Boyer's Pre-Construction Services level-of-effort appears to be commensurate with the overall Project scope and their proposal is acceptable for the project scale, complexity, and current market conditions. Further, Boyer had no requested or proposed changes to the City's standard contract terms. At the time of this letter, Ardurra verified the submitted references and there were no adverse findings.

Ardurra Group, Inc., recommends that the City enter into contract with Boyer, Inc for Pre-Construction Services as the Construction Manager At-Risk for the Mustang Bayou Wastewater Treatment Plant project in the amount of \$210,000.00 for Pre-construction services only.

Please review this information and call me at (346) 666-5077 if you have any questions or need any additional information.

Sincerely,

Jeffrey S. Peters, P.E., BCEE

Principal

TBPE Firm Registration No F-17004

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-571659

Date Filed:
12/19/2019

Date Acknowledged:

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

Boyer, Inc.
Houston, TX United States

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

City of Missouri City

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

Proposal No. 20-313
Construction Manager at Risk for the Mustang Bayou Wastewater Treatment Plant

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Boyer, Mark L. | Houston, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark L. Boyer, and my date of birth is _____.

My address is 9326 Reid Lake Drive, Houston, TX, 77064, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 19th day of December, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
Mark L. Boyer, President (Declarant)



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(e) Authorize the Mayor to sign a letter of approval for Missouri Health Services to operate a non-emergency ambulance service.
Submitted by: Eugene Campbell, Jr, Fire Chief

SYNOPSIS

Staff received a request from Missouri Health Services Inc, 5151 Hidalgo Street, Unit 385, Mail Box #199, Houston, Texas 77056, a non-911 emergency medical service (EMS) provider to operate within the city limits of Missouri City. Pursuant to Texas Health and Safety Code Section 773.0573, City Council may issue a letter of approval if the Council determines certain conditions exist. Pursuant to Council's direction, staff is presenting this item for consideration by Council.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Grow business investments in Missouri City

BACKGROUND

In the 2013 legislative session, a provision was passed creating a new requirement (approval by the governing body of a city or county, as applicable) for emergency medical services providers to cut back on fraud and waste in certain federal programs. The Centers of Medicare and Medicaid Services established a moratorium on licensing new emergency medical services providers from about July 2013 to August 2014, which stopped the establishment of certain new EMS providers during that time.

Pursuant to Texas Health and Safety Code Section 773.0573, city council may issue a letter of approval to an emergency medical services provider applicant who is applying to provide emergency medical services in the city **only if** the city council determines that:

- (1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality;
- (2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality; and
- (3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality.

Missouri Health Services Inc., contacted Fire Chief Eugene Campbell seeking approval to operate a non-emergency EMS service in Missouri City.

According to the Texas Department of State Health Services (TDSHS), Missouri City currently has two (4) licensed EMS providers in the City, excluding Fort Bend County EMS. Sugar Land has five (5), Stafford has nine (9), and Conroe has two (2) providers. According to the City of Pearland, there are 19 providers authorized to operate in their city. This results in an average of 10 providers in cities of similar size in the Houston metropolitan area.

SUPPORTING MATERIALS

1. Letter of approval for the City of Missouri City from Missouri Health Services Inc.

STAFF'S RECOMMENDATION

Authorize the Mayor to sign a letter approving Missouri City Health Services Inc. to operate within the City of Missouri City with the following determinations and stipulations:

- (1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the City of Missouri City;
- (2) based on limited information at the City's disposal, the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the City of Missouri City; and
- (3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the City of Missouri City.

Additionally, the provider will refer all emergency (911) medical calls within Missouri City to the appropriate 911 Communications Center. Finally, if the provider is unable to maintain the necessary license, permit or other related authority to operation in the State of Texas for a period of more than five (5) days, the approval shall be deemed revoked.

Director Approval: Eugene Campbell, Jr, Fire Chief



MAYOR YOLANDA FORD

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

January 6, 2020

Missouri Health Services, Inc.
Attention: Mazen Sabbah, Owner, and Administrator
5151 Hidalgo Street, Unit 386, Mail Box #199, Houston, Texas 77056

Dear Mr. Sabbah:

This letter is in response to your request to provide non-emergency emergency medical services in the City of Missouri City, Texas, in accordance with Texas Health and Safety Code Section 773.0573. The City Council of the City of Missouri City considered your request at the January 6th, 2020, a regular meeting of the City Council, at which the City Council determined the following:

- (1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the City of Missouri City;
- (2) based on limited information at the City's disposal, the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the City of Missouri City; and
- (3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the City of Missouri City.

As such, your request to provide non-emergency emergency medical services in the City of Missouri City, Texas, is hereby approved, provided that, in the event, you receive a request for emergency medical services within Missouri City you must route those calls to Missouri City's or Fort Bend County's 911 center. Additionally, if, at any time after you receive this letter, you fail to hold or maintain a necessary license, permit, or other related authority to operate in the State of Texas for a period of five (5) or more days, this approval shall be deemed to be revoked.

If you have any questions, please contact Missouri City Fire & Rescue at 281-403-4300.

Sincerely,

Yolanda Ford
Mayor

Copy to:
Eugene Campbell, Jr., Fire Chief
E. Joyce Iyamu, City Attorney



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(f) Retroactive Approval for Laboratory Equipment Maintenance
Submitted by: Shashi Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Authorize the City Manager to retroactively execute a final year renewal for contract # 18-090 for the provision of preventative maintenance services for laboratory equipment at the surface water treatment plant in the amount of \$25,593.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

In December of 2017, a fully executed contract was issued for the provision of preventative maintenance services for the original laboratory equipment at the surface water treatment plant for \$22,317.90. In 2019, the renewal was processed and a Purchase Order issued. At the commencement of this fiscal year it was determined that since the aggregate spend for this service over the last years would exceed \$50,000, to request City Council approval to authorize this final year expenditure of \$25,593.

The City is committed to soliciting for this service for the next fiscal year and request authorization for expenditure for the current fiscal year.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY20 Funds Budgeted | FY20 Funds Available | Amount Requested |
|------------------------------|-------------------|----------------------|---------------------|----------------------|------------------|
| Surface Water Treatment Fund | 540-53504-54-540- | Contractual Services | \$261,200 | \$261,200 | \$25,593 |

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Keresa Aaron, Sr. Budget Analyst

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. Fully Executed Contract # 18-090

STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to retroactively execute a final year renewal for contract # 18-090 for the provision of preventative maintenance services for original laboratory equipment at the surface water treatment plant in the amount of \$25,593.00.

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

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

AGREEMENT/CONTRACT
FOR
Preventative Maintenance, etc. for Laboratory Equipment
(Local Contract # 18-090)

STATE OF TEXAS §

COUNTY OF FORT BEND §

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

Hach Co.

hereinafter called "CONTRACTOR".

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

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

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

Preventative maintenance for OEM equipment at city's surface water treatment plant (SWTP) for the period January 1, 2018 through December 31, 2018 with mutual options to renew for two (2) additional twelve month periods.

Specifications regarding scope of service and equipment are detailed in the attached Contractor Quotation # 100260427v7, dated June 13, 2017, Exhibit B, pages 1-3.

and for having provided said services, the CITY agrees to pay the CONTRACTOR compensation as stated in the sections to follow. The terms and conditions of this Agreement shall take precedence over all attachments. Any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR are intentionally excluded from this Agreement and will not be enforceable against the CITY.

**SECTION II
CHARACTER AND EXTENT OF WORK**

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

**SECTION III
TIME FOR PERFORMANCE**

The work under this Agreement shall be completed as detailed Section I

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

**SECTION IV
COMPLIANCE AND STANDARDS**

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

Force Majeure. Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the CITY may cancel the services order without penalty.

**SECTION V
THE CONTRACTOR'S COMPENSATION**

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed twenty-two thousand, three-hundred, seventeen-dollars and ninety-cents (\$ 22,317.90) per annum.

**SECTION VI
TIME OF PAYMENT**

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

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

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

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

City of Missouri City
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489
accountspayable@missouricitytx.gov

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

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

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. Interest automatically accrues at one percent (1%) per month plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The Act also requires a vendor to pay subcontractors the appropriate share of the vendor's payments from the CITY not later than the 10th day after the date the vendor receives the payment. Subcontractors must pay their suppliers, materialmen and servicemen within ten (10) days of receipt of their payment.

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

**SECTION VII
TERMINATION**

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

**SECTION VIII
ADDRESS AND NOTICES AND COMMUNICATIONS**

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

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

Hach Company
5600 Lindbergh Dr.
P.O. Box 389
Loveland, CO 80539
970-669-3050
Jolene Riggan
jriggan@hach.com

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

City of Missouri City
Attn: Sheila A. Smith, C.P.M.
1522 Texas Parkway
Missouri City, Texas 77489
281-403-8613
ssmith@missouricitytx.gov

**SECTION IX
LIMIT OF APPROPRIATION**

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

**SECTION X
SUCCESSORS AND ASSIGNS**

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

**SECTION XI
MEDIA**

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

**SECTION XII
Not applicable**

**SECTION XIII
MODIFICATIONS**

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

**SECTION XIV
FISCAL FUNDING**

The CITY'S fiscal year is July 1 through June 30.

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

**SECTION XV
INSURANCE REQUIREMENTS (Where Applicable)**

INSURANCE AND HOLD HARMLESS AGREEMENT

The CONTRACTOR shall indemnify and hold the CITY harmless from all claims for personal injury, death and/or property damage arising out of or resulting from, directly or indirectly, the CONTRACTOR'S negligent performance of services under this Agreement or by reason of any intentional, knowing, reckless, or negligent act or omission on the part of the CONTRACTOR, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors, or permitted assigns. If any action or proceeding shall be brought by or against the CITY in connection with any such liability or claim, the CONTRACTOR, on notice from the CITY, shall defend such action or proceedings at CONTRACTOR'S expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. The CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

A current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document. In addition, the CITY will not enter into any separate indemnification or hold harmless agreements with the CONTRACTOR.

POLICY REQUIREMENTS

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

(a) Worker's Compensation: Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability with minimum limits of \$1,000,000 each accident and each employee;

(b) Commercial General Liability: General Liability Coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 in aggregate;

(c) Automobile Liability: Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be \$1,000,000 combined single limit each accident for bodily injury and property damage; and

(d) Professional Liability (Errors and Omissions): Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

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

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

(a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;

(b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;

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

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

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

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

NOTICES

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

City of Missouri City
Purchasing and Risk Management
Attn: Sheila A. Smith, C.P.M., A.P.P.
1522 Texas Parkway
Missouri City, Texas 77489

APPROVAL

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

**SECTION XVI
PROHIBITION ON BOYCOTTING ISRAEL**

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

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

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

**SECTION XVIII
CHOICE OF LAW**

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

**SECTION XIX
SEVERABILITY**

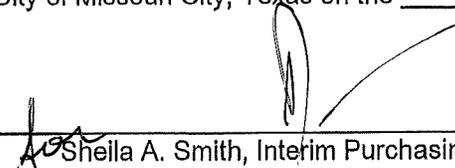
In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal,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

**SECTION XX
CONTRACT SIGNATURE SHEET**

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

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

Authorized by the City of Missouri City, Texas on the 20 day of December, 2017.

Reviewed by:  _____
Sheila A. Smith, Interim Purchasing Manager
Departmental Director: _____ Date: _____
Name: _____

Hach, Co.

City of Missouri City



Signature



Anthony J. Snipes

Title: SERVICE MANAGER

City Manager

12/20/2017

Date

12-20-17

Date

[Faint, illegible text, possibly a stamp or additional signature]

EXHIBIT "A"

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

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

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

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

Signature

Date

STATE OF ~~TEXAS~~ COLORADO

§
§
§

COUNTY OF LARIMER

This instrument was acknowledged before me this 20 day of DECEMBER, 2017,
by MELANIE BOGUS.

MELANIE BOGUS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154018968
MY COMMISSION EXPIRES MAY 13, 2019

Melanie Bogus

 Notary Public, State of Texas
 COLORADO

EXHIBIT "A"

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

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

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

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

Steve Buol
Signature

October 5, 2017
Date

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2017,
by _____

Notary Public, State of Texas



Quotation

Quote Number: 100260427v7
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 06/13/2017

Quote Expiration: 09/29/2017

Quail Valley Utility District

MISSOURI CITY, TX

Name: Tram Doan
 Phone: 281-657-5042
 Email: tdoan@quailvalleyud.org

Customer Quote Reference: Renew HACH530130 - CITY OF MISSOURI CITY

Sales Contact: Jolene Riggan Email: jriggan@hach.com Phone: 800-227-4224

PRICING QUOTATION

| Line | Part Number | Description | Qty | Unit Price | Extended Price |
|------|---------------|--|-----|------------|----------------|
| 1 | FSP2100N | Fld Svc 2100N: Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage at our service center (outside of Abuse and/or God/Nature)- Will include a FREE loaner, FREE return shipping and PRIORITY servicing: 11110C028121 | 1 | 386.00 | 386.00 |
| 2 | FSPSC200 | Fld Svc sc200 controller: Field Service Includes: All parts, labor and travel for on-site repairs, 1 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- 1603C0131469, 1703C0152214 | 3 | 233.00 | 699.00 |
| 3 | FSPFT660SC | Fld Svc FT660sc: Field Service Includes: All parts, labor and travel for on-site repairs, 4 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- 100300353294, 100300353297, 100300353298, 100300353299, 100300353300, 101200376976, 160900000000 | 7 | 1,227.00 | 8,589.00 |
| 4 | FSPCL17 | Fld Svc CL17- Field Service Includes: All parts, labor and travel for on-site repairs, 2 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- 140400497339, 101200377491, 101200377493 | 2 | 1,123.00 | 2,246.00 |
| 5 | FSPSS7 | Fld Svc SS7: Field Service Includes: All parts, labor and travel for on-site repairs, 2 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- 101200377136 | 1 | 859.00 | 859.00 |
| 6 | FSP1720E | Fld Svc 1720E: Service Includes: All parts, labor and travel for on-site repairs, 4 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- 101000009825 | 1 | 707.00 | 707.00 |
| 7 | FSPCLX10 | Fld Svc CL10 Analyzer: Service Includes: All parts, labor and travel for on-site repairs, 2 on-site calibrations/schedule maintenance visits/year + yearly future repair coverage (outside of Abuse and/or God/Nature)- Coverage does NOT include: sc200 nor the probes (pH, Conductivity, ORP): 175034500793, 1501C0016697 | 2 | 1,229.00 | 2,458.00 |
| 8 | BSPPLUSHQD440 | The Bench Service Plus includes HQD440: PM/Calibration on site per year. Yearly repair coverage (outside of Abuse and/or God/Nature) at our service center. Travel is included for one on-site visit. Additional visits may be billable. Will include a FREE loaner, FREE return shipping and PRIORITY servicing. - 111200064341 | 1 | 435.00 | 435.00 |

18-090
 Exhibit B

| Line | Part Number | Description | Qty | Unit Price | Extended Price |
|------|----------------|---|-----|-------------|----------------|
| 9 | BSPPLUSDR3900 | The Bench Service Plus includes DR3900: PM/Calibration on site per year. Yearly repair coverage (outside of Abuse and/or God/Nature) at our service center. Travel is included for one on-site visit. Additional visits may be billable. Will include a FREE loaner, FREE return shipping and PRIORITY servicing. - 1621902 | 1 | 841.00 | 841.00 |
| 10 | BSPSESION | Bnch Svc SenSION - The Bench Service partnership includes your yearly calibration, yearly repair coverage (outside of Abuse and/or God/Nature) at our service center - FREE loaner and FREE return shipping and PRIORITY servicing. 143005DUP | 1 | 116.00 | 116.00 |
| 11 | PMP-GLPHORP-1V | PMP- pH, ORP probes- 1 on-site PM/Calibration visits/year- No repair coverage. 1011430031, 1012430198, 1012430200 ** Need 4th serial number that goes with your CL10** | 4 | 267.00 | 1,068.00 |
| 12 | PMP-SC100-1V | PMP- sc100 controller- 1 on-site PM/Calibration visits/year- No repair coverage. **Need Serial numbers to confirm which ones to keep under contract | 10 | 96.19 | 961.90 |
| 13 | WRTUPGXTRVST | (2) Additional Visits on (3) CL17's S/N: 101200377491, 101200377493, 140400497339, | 6 | 246.00 | 1,476.00 |
| 14 | WRTUPGXTRVST | (2) Additional Visits for (1) SS7 SN 101200377136 | 3 | 246.00 | 738.00 |
| 15 | WRTUPGXTRVST | (3) Additional Visits for (1) 2100N SN: 11110C028121 | 3 | 246.00 | 738.00 |
| 16 | SPP EVAL | Instruments out of factory warranty that are being added to a Service Agreement, must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges. | 1 | 0.00 | 0.00 |
| | | | | Grand Total | \$ 22,317.90 |

NOTES

Our service partnerships are paid upfront and typically run 1-3 years with the option to renew. It cover all necessary yearly PM parts, our technicians time, a certificate of performance + future repair coverage throughout the term of the service plan (outside of abuse and/or god/nature) after an initial evaluation is complete as the partnership would not cover any upfront repairs.

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales. *AP*

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

*18-090
Exhibit B*

Sales Contact:

Name: Jolene Riggan
Title: Inside Service Sales
Phone: 800-227-4224
Email: jriggan@hach.com

Prepared By:

Name: Jolene Riggan
Title: Service Contracts/Partnerships Specialist
Phone: 800-227-4224 x 6273
Email: jriggan@hach.com

18-090
Exhibit B



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(g) Award of Multiple Contracts for Off-Site Vehicle Repairs
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Authorize the City Manager to execute three unique contracts for the provision of off-site fleet vehicle repairs.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

City procurement staff publically advertised Request for Proposal # 20-312 on October 28, 2019. This advertisement was mainly for the repair of large city fleet vehicles at off-site location (s). These services are to be used on as needed basis and when these services cannot be performed in-house at the fleet shop. The advertisement was placed in a local newspaper for two consecutive weeks, posted on the City website, a link sent via email to many potential providers, and posted on the State of Texas Electronic State Business Daily site. Responses were due November 12, 2019 at 2:00 PM.

Three providers responded, offering unique repair abilities: LaRue Automotive, LLC (day-to-day repairs of heavy equipment such as dump trucks); Helfman Ford (Ford and police vehicle specific) and Stewart and Stephenson (large engines). Each provider will be awarded a contract for hourly (regular and after-hour) rates and an annual not to exceed amount for two full years. Additionally, each contract will have a caveat for extensions for two-additional one-year renewals.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY20 Funds Budgeted | FY20 Funds Available | Amount Requested |
|----------------|-------------------|--------------------|---------------------|----------------------|------------------|
| General Fund | 101-54137-15-145- | Fleet Repair Costs | \$553,200.00 | \$309,921.24 | \$ 75,000.00 |

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Keresa Aaron, Sr. Budget Analyst

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

SUPPORTING MATERIALS

1. Bid Tabulation and hourly rates

STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to execute three unique contracts for the provision of off-site fleet vehicle repairs.

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

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



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 9(h) Award of contract for coffee services at city facilities
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Authorize the City Manager to negotiate and execute a contract with DS Services of America for the provision of coffee and beverage services at city facilities.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

City's procurement staff publically advertised Invitation for Bid # 20-305 on September 10, 2019 for the provision of coffee and related services for employees and visitors at city facilities. This advertisement was placed in a local newspaper for two consecutive weeks, posted on the City's website, a link sent via email to many potential providers, and posted on the State of Texas Electronic State Business Daily site. Three responses were received and opened on October 1, 2019 at 2:00 PM.

Three potential providers that responded were DS Services America, Today's Business Solutions, and Canteen. Due to the unique packaging from each provider, (box vs. case vs. package and cost for each) staff determined that DS Services of America offered the most advantageous pricing and met our service requirements and would provide the most product and service level for the cost. The intent is to offer DS Services of America a two-year agreement with the mutual option to renew for three (3) additional years.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY2020 Funds Budgeted | FY2020 Funds Available | Amount Requested |
|----------------|------------------|----------------------|-----------------------|------------------------|------------------|
| General Fund | 101-52002-15-146 | Hospitality Supplies | \$ 20,000 | \$ 20,000 | \$ 20,000 |

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Keresa Aaron, Sr. Budget Analyst

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

SUPPORTING MATERIALS

1. Agreement with Pricing Exhibit

STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to negotiate and execute a contract with DS Services of America for the provision of coffee and beverage services at city facilities in accordance with the attached agreement and pricing exhibit.

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

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

**AGREEMENT/CONTRACT
FOR
CITY-WIDE COFFEE AND RELATED SERVICES
(LOCAL CONTRACT NO. 20-305)**

STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

Pursuant to City Invitation for Bid # 20-305, dated October 1, 2019, CONTRACTOR shall provide coffee and related services, including CONTRATOR owned equipment to the City. Pricing is based upon the attached tabulation, Exhibit C.

**SECTION II
CHARACTER AND EXTENT OF WORK**

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

**SECTION III
TERM AND TERMINATION**

This AGREEMENT is effective **at full execution** and remains in effect for two (2) years or November 30, 2021, with a mutual option to renew annually for an additional three (3) years.

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

SECTION IV COMPLIANCE AND STANDARDS

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

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

SECTION V THE CONTRACTOR'S COMPENSATION

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed twenty-five thousand dollars per annum (\$ 25,000.00). This amount may be adjusted as a result of annual budgeting without modification to this agreement.

SECTION VI TIME OF PAYMENT

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

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

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such

invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

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

City of Missouri City
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489
accountspayable@missouricitytx.gov

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

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

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

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

SECTION VII TERMINATION

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

**SECTION VIII
ADDRESS AND NOTICES AND COMMUNICATIONS**

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

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

**DS Services of America, Inc.
2300 Windy Ridge Pkwy, Suite 500N
Atlanta, GA 30339
(678) 486-3448 (office)
(770) 329-4280 (cellular)
Paulette Haywood, Key Account Manager
phaywood@dsservices.com**

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

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

**SECTION IX
LIMIT OF APPROPRIATION**

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

**SECTION IX
SUCCESSORS AND ASSIGNS**

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

**SECTION X
MEDIA**

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

**SECTION XI
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**SECTION XII
MODIFICATIONS**

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

**SECTION XIII
FISCAL FUNDING**

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

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

**SECTION XIV
INSURANCE REQUIREMENTS**

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

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

POLICY REQUIREMENTS (IF APPLICABLE)

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

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$100,000.00;

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

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

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

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

- (a) The CONTRACTOR shall notify the CITY of cancellation and shall give such notices not less than 30 days prior to the cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such cancellation;

- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;

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

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

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

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

NOTICES

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

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

APPROVAL

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

SECTION XV PROHIBITION ON BOYCOTTING ISRAEL

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

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

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

**SECTION XVII
CHOICE OF LAW**

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

**SECTION XVIII
SEVERABILITY**

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

**SECTION XVIII
INDEMNITY CLAUSE**

The Contractor agrees to indemnify and save harmless the City of Missouri City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract. The Indemnity shall not apply to any demands, claims or suites that arise as a result of the city of Missouri City and its officers, agents and employee's negligence or misconduct.

**SECTION XIX
CONTRACT SIGNATURE SHEET**

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

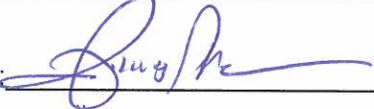
IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Missouri City, Texas on the _____ day of _____, 2019.

Reviewed by: _____
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director (Kumar): _____ Date: _____

DS SERVICES OF AMERICA, INC.

By: 

Title: VP of Sales

Date: 12/19/19
By: _____

CITY OF MISSOURI CITY

Glen Martel - Assistant City Manager

Date: _____

Anthony Snipes - City Manager

Date: _____

EXHIBIT A

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

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

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

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

[Signature]
Signature

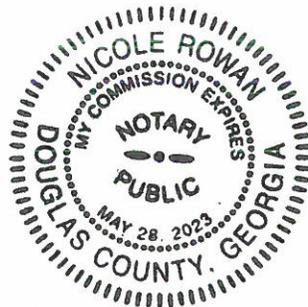
12/19/19
Date

Georgia
~~STATE OF TEXAS~~
COUNTY OF Cobb

§
§
§

This instrument was acknowledged before me this 19th day of December, 2019,

by Jeffrey Thompson.



[Signature]
Notary Public, State of Texas Georgia

**BID SHEET
EXHIBIT "C"
IFB 20-305
Estimated Annual Consumption**

| Item # | Item | Est Qty | UM | Unit Price | Extended Price |
|---------------|---|----------------|-----------|----------------------|-----------------------|
| 1 | Coffee - Columbian K-Cup or equivalent 24/box-4 box/case | 100 | Case | \$71.96 | \$7,196.00 |
| 2 | Coffee - Sampler K-Cup or equivalent 24/box-4Box | 30 | Case | \$71.96 | \$2,158.80 |
| 3 | Coffee - Java Rama for Multi-cup coffee makers, filter packs 24/Box | 100 | BOX | \$19.99 | \$1,999.00 |
| 4 | Coffee - Java Rama for Multi-cup coffee makers, loose 24/Box | 100 | BOX | \$19.99 | \$1,999.00 |
| 5 | Tea - Black K-Cup Pods 24/box-4 box/case | 20 | Case | \$67.96 | \$1,359.20 |
| 6 | Tea - Sampler Pack 24/box-4 box/case | 10 | Case | \$67.96 | \$679.60 |
| 7 | Creamer, canister, 12 oz, 24/case | 20 | Case | \$35.76 | \$715.20 |
| 8 | Sugar, canister, 20 oz, 24/case | 20 | Case | \$35.76 | \$715.20 |
| 9 | Standard sweetner packs. 500/box | 15 | BOX | \$9.99 | \$149.85 |
| 10 | Tea, Lipton, regular, 100 bags/box | 20 | BOX | \$6.99 | \$139.80 |
| 11 | Cocoa, regular, 50 ct/box | 20 | BOX | \$8.99 | \$179.80 |
| 12 | Cocoa, sugar-free, 60 ct/box | 10 | BOX | \$9.99 | \$99.90 |
| 13 | Stir sticks, coffee, plastic, box 10 box/case | 15 | Case | \$29.90 | \$448.50 |
| 14 | Water, bottled, 24/pack | 100 | pack | \$5.49 | \$549.00 |
| | | | | | |
| | | | | Total Estimated Cost | \$18,388.85 |
| | | | | | |
| | | | | | |

**BID SHEET
EXHIBIT "C"
IFB 20-305**

Estimated Annual Consumption

| | | | | | |
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| | Note: If quoting other than product named, please specify | | | | |
| | | | | | |



**Council Agenda Item
January 6, 2020**

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



CITY COUNCIL AGENDA ITEM COVER MEMO

January 6, 2020

To: Mayor and City Council
Agenda Item: 11(a) STEP Grant
Submitted by: Rachel Murray, Program Coordinator

SYNOPSIS

The Police Department is seeking funding via the Texas Department of Transportation to increase effective enforcement of traffic laws and adjudication of traffic safety-related laws to reduce crashes, fatalities and injuries. One of the goals of the grant is to increase and sustain high visibility enforcement of traffic-related laws. Missouri City Police Department has been receiving this grant since 2016.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The Missouri City Police Department has a goal of reducing traffic related collisions and reducing criminal activity in high collision areas. The department is requesting this grant to fund overtime for officers to work traffic enforcement and the various intersections throughout the city as well as areas identified as those with higher than average traffic collisions. There is a 20% match associated with this grant which comes from fringe benefits and administrative time spent on the grant.

BUDGET/FISCAL ANALYSIS

| Funding Source | Account Number | Project Code/Name | FY 21 Funds Budgeted | FY 21 Funds Available | Amount Requested |
|-------------------------|-------------------|-------------------|----------------------|-----------------------|------------------|
| General Fund | 101-51004-13-128- | Expense | | | \$38,352 |
| Budget/TxDOT STEP Grant | | Reimbursement | | | \$30,720 |

Purchasing Review: N/A
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

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

SUPPORTING MATERIALS

1. Resolution

STAFF'S RECOMMENDATION

In this section, present Staff's recommendation for the proposed agenda item.

Director Approval: Mike Berezin, Chief of Police

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

RESOLUTION NO. R-20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR OVERTIME ACTIVITIES BY LAW ENFORCEMENT TO REDUCE THE INCIDENCE OF TRAFFIC COLLISIONS, INJURIES, AND FATALITIES; AGREEING TO PROVIDE MATCHING FUNDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, the Texas Department of Transportation has determined that high visibility enforcement of traffic laws, including those related to driving while intoxicated, vehicle speed, vehicle occupant protection, intersection traffic control, and distracted driving, is a strategy to reduce the number of traffic collisions, injuries, and fatalities; and

WHEREAS, the Texas Department of Transportation expects to make available to the City of Missouri City (the "City") approximately \$31,000 in funds dedicated to reduce the number of traffic collisions, injuries, and fatalities; and

WHEREAS, the City Council of the City of Missouri City finds it in the best interest of the residents of the City to reduce the incidence of traffic collisions, injuries, and fatalities in the City; and

WHEREAS, the City Council of the City of Missouri City desires to approve an application to be submitted to the Texas Department of Transportation for a Selective Traffic Enforcement Program ("STEP") grant to support overtime activities by the City's law enforcement agency to reduce the incidence of traffic collisions, injuries, and fatalities; and

WHEREAS, the City Council of the City of Missouri City desires to provide applicable matching funds for such activities, as required by the STEP grant application; and

WHEREAS, the City Council of the City of Missouri City desires to designate the City Manager as the City of Missouri City's authorized official for purposes of submitting such application and to designate the Police Recognition and Compliance Program Coordinator as the City of Missouri City's authorized project manager; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The City Council of the City of Missouri City approves the submission of the STEP grant application to the Texas Department of Transportation for overtime activities by law enforcement to reduce the incidence of traffic collisions, injuries, and fatalities.

Section 3. The City Council of the City of Missouri City agrees to provide applicable matching funds for overtime activities by law enforcement to reduce the incidence of traffic collisions, injuries, and fatalities as required by the STEP grant application.

Section 4. The City Council of the City of Missouri City hereby designates the City Manager as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Section 5. The City Council of the City of Missouri City hereby designates the Police Recognition and Compliance Program Coordinator as the City's authorized project manager in relation to the grant.

PASSED, APPROVED and ADOPTED this 6th day of January, 2020.

Yolanda Ford
Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson
City Secretary

E. Joyce Iyamu
City Attorney



**Council Agenda Item
January 6, 2020**

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
