

**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, March 16, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2<sup>nd</sup> 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) Presentation of the Clean Restaurant Awards.
- (b) Proclaim March 25, 2020, as "Greek Independence Day" in the City of Missouri City.
- (c) Proclaim March as "Women's History Month" in the City of Missouri City.
- (d) COVID-19 update from Emergency Medical Services medical director Dr. Joe Anzaldua.

### **4. PUBLIC COMMENTS**

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

### **5. STAFF REPORTS**

### **6. CONSENT AGENDA**

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

- (a) Consider approving the minutes of the special and regular City Council meetings of March 2, 2020.
- (b) Consider an ordinance amending Section 18, Board of Adjustment, of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance;" amending rules and regulations for powers and the hearing of appeals; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance amending Chapter 34, Finance and Taxation, of the Missouri City Code; authorizing form of payment; providing for return check fees; providing for credit card

service fees; providing for a repeal and providing for severability; and consider the ordinance on the second and final reading.

- (d) Consider authorizing the purchase of Fire and Rescue Services firefighter protective clothing.
- (e) Consider authorizing the Comcast internet service renewal contract.

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

- (a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*
- (b) **Public Hearings and related 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 request by the Exchange Club of Fort Bend to post child abuse awareness signs along Highway 90-A and Present Street.
- (b) Consider authorizing the execution of a contract for Fire Station No. 1 renovations.
- (c) Consider authorizing the negotiation and execution of certain cost sharing agreements between the City of Missouri City and Fort Bend County Municipal Utility District Number 47 and Fort Bend County Municipal Utility District Number 48 for the rehabilitation of the Mustang Bayou Wastewater Treatment Plant.

**10. ORDINANCES**

- (a) Consider an ordinance disannexing a 5.36-acre tract of land located north of the Sienna Sports Complex, south of the Sienna Village of Bees Creek residential subdivision, east of the Brazos River, and west of the Brazos Canal Access Road; and consider the ordinance on the second and final reading.
- (b) Consider an ordinance authorizing the issuance and sale of City of Missouri city, Texas, combination tax and revenue certificates of obligation, series 2020 in the aggregate principal amount not to exceed \$11,000,000 for the construction of public works and the purchase of a fire truck; levying a tax in payment thereof; making other provisions regarding such certificates of obligation, including authorizing the preparation and distribution of one or more preliminary official statements, one or more official statements and matters incident thereto; awarding the sale of the certificates; authorizing the execution and delivery of one or more purchase agreements; authorizing the execution and delivery of a paying agent/registrar agreement; authorizing and confirming the engagement of certain professionals in connection with the issuance of the certificates of obligation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto; and consider the ordinance on the first and final reading.
- (c) Consider authorizing the issuance and sale of City of Missouri City, Texas, general obligation and refunding bonds, series 2020, in the aggregate principal amount not to exceed \$6,340,000 for the refunding of certain bonds and for the construction of public works; levying a tax in payment thereof; making other provisions regarding such certificates of obligation, including authorizing the preparation and distribution of one or more preliminary official statements, one or more official statements and matters incident thereto; awarding the sale of the certificates; authorizing the execution and delivery of one or more purchase agreements; authorizing the execution and delivery of a paying agent/registrar agreement; authorizing and confirming the engagement of certain professionals in connection with the

issuance of the certificates of obligation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto; and consider the ordinance on the first and final reading.

**11. RESOLUTIONS**

- (a) Consider a resolution approving and adopting the development and planning schedule of fees; providing for severability; providing an effective date; and making certain findings relating thereto.
- (b) Consider a resolution adopting a schedule of fees pertaining to the regulation, registration, impoundment and handling of animals by the City of Missouri city, Texas.
- (c) Consider a resolution supporting Project Brazos; providing for severability; and making certain findings relating 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**

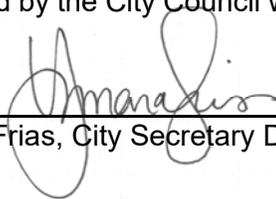
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**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 March 16, 2020, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on March 12, 2020, 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  
March 16, 2020**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS**

- (a) Presentation of the Clean Restaurant Awards.
- (b) Proclaim March 25, 2020, as “Greek Independence Day” in the City of Missouri City.
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- (d) COVID-19 update from Emergency Medical Services medical director Dr. Joe Anzaldua.

**4. PUBLIC COMMENTS**

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**5. STAFF REPORTS**

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**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

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



**CHERYL STERLING**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL SPECIAL MEETING MINUTES**

The City Council of the City of Missouri City, Texas, met in special session on **Monday, March 2, 2020**, 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 Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Public Works Kumar, Director of Financial Services Portis, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, Media Specialist II Sanders, and Media Specialist II Kalimkootil. Also present: Mead Mitchell of TBG Partners.

### **2. DISCUSSION/POSSIBLE ACTION**

(a) Discuss corridor enhancement/beautification project.

Director of Public Works Kumar presented on the Phase I Landscape Improvements along Texas Parkway and Cartwright, the Phase II Reader Signs, and the Phase III Red Carpet Run around the City Hall entrance at FM 2234. Kumar stated the original budgeted cost was \$2.5 million, and as of February 28, 2020, the current cost was \$2,369,155.00. Staff recommends moving forward with what we currently have.

Councilmember Sterling inquired about the location of the monument sign on Gregory Lane. Kumar explained where the signs were on Gregory Lane. Councilmember Emery asked if the area in front of Houston Community College would have an open ditch. Kumar stated they would keep the open ditch and would shift the walk path further west of the ditch. Emery asked who would maintain it. Kumar stated the City would have to maintain it as they were installing it. Councilmember Sterling asked if the project was initiated by the City. Kumar stated it was and the concept was approved by City Council in June 2017.

Councilmember Boney asked if the trees that would be removed would be rerouted to another area. Kumar noted the project was managed by TX DOT and he would reach out to them to see if the option exists. Boney stated he would like to know if the option exists as he has areas that have expressed interest. Mead Mitchell stated it was determined that the trees removed had reached their maximum life span. Councilmember Emery asked Director of Communications Walker how the public would be notified of the removal of trees. Director Walker stated a news release was being prepared and would be sent out tomorrow. Kumar noted they had sent out information to the public in early January. Councilmember Maroulis requested that the total amount of trees planted last year be included in the news release.

(b) Discuss civil service process and frequently asked questions.

Assistant City Manager Atkinson presented an overview on the civil service proposition. Director of Financial Services Portis presented financial information regarding question number 9 on the FAQ document placed

in the agenda packet. She noted that civil service would have an impact on the City's budget. Councilmember Maroulis asked if the current chain of command for the Police Department would stay the same or if they would hire a new Assistant Police Chief. City Attorney Iyamu noted it would depend on the number of chiefs the City had in 1984 which would determine a need for another Assistant Police Chief. Councilmember Emery asked if line of duty illness and injuries would receive up to one year of paid leave. Portis stated that was correct and with workman's compensation, the employee would receive their full salary and the City would be reimbursed. Councilmember Maroulis asked if more equipment would be required under civil service. City Attorney Iyamu stated there would not be.

- (c) Discuss the procurement of executive search firm services.

Director of Human Resources and Organizational Development Russell presented on the process for an RFP to select the next City Manager. He noted he had received one executive search firm proposal, which amounted up to \$16,000, and he would know within the next two weeks the amount of firms available for Council to review. City Council then would decide which firms would present their proposals. Mayor Ford asked if they would be provided with a spreadsheet of each of the firm's costs. Russell stated he would.

Councilmember Sterling asked if the Human Resources Department was capable of doing the search. Russell stated they would be able to advertise for the position, but for the in-depth process, the department would not be able to capture all the in-depth resources. Sterling asked if they could reach out to City Manager organizations or research some of those organizations. Mayor Ford stated that perhaps a portion of the search could be done in house and have the background check be done by a firm. Russell noted the department did not have media resources capabilities.

Councilmember Emery asked if past search firms would be used as well. Russell stated the proposal was sent out to seven search firms last week and those proposals would be presented before City Council for review and consideration. He added that the RFP would be extended to more than the seven firms he reached out to. Councilmember Emery asked if they were limiting to search within the state of Texas only. Russell stated the search would be nationwide.

Councilmember Sterling stated that she believed the City should still reach out to organizations. Russell noted they utilize Neogov for employee recruitment. Assistant City Manager Atkinson noted many of the firms that do the searches provide a guarantee of two years in the event that one of their candidates does not work out, they would do the next search free. Ford asked how long would the proposal would be posted. Russell stated the RFP would be posted for two weeks. Emery asked if City Council would establish the timeframe and/or schedule. Russell stated it would determine by the Council.

### **3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:05 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 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 Texas Open Meetings Act: March 2, 2020 Regular meeting agenda item 7(a)(2) relating to a proposed specific use permit for a place of assembly.

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

**4. RECONVENE**

At 6:51 p.m., City Council reconvened into open session.

Councilmember Boney moved to select Bill Atkinson as Interim City Manager until a City Manager was hired. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

**5. ADJOURN**

The special City Council meeting adjourned at 6:52 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
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**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, March 2, 2020**, at the City Hall, Council Chamber, 2<sup>nd</sup> 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 7:00 p.m.

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

2. The **PLEDGE OF ALLEGIANCE** was led by the Thurgood Marshall High School Air Force Junior Reserve Officer Training Corps.

### 3. PRESENTATIONS AND RECOGNITIONS

Mayor Ford and Police Chief Berezin presented Jennifer Nava with a Chief of Police Commendation.

### 4. PUBLIC COMMENTS

**Angie Young**, 2107 Silver Leaf Dr., asked that the City as a whole pull and work together.

**Jerry Wyatt**, 4018 S. Sandy Court, spoke about concerns with the Director of Communications telling the newspaper what to write, which was a violation of freedom of speech. Wyatt also noted he placed a complaint on Mayor Ford for an unreported contribution.

**Bruce Zabrowoski**, 7915 Chancel, spoke in support of Mayor Ford, Mayor Pro Tem Preston and Councilmembers Edwards and Sterling.

**Felicia Ojigbo**, 1418 New Tree Lane, spoke about water system concerns.

**Mary Ross**, 2507 Shadow Oaks Drive, spoke about concerns in regards to the division on City Council.

**Kevin Turini**, 5019 Southhampton Road, expressed concerned with inaction of city government to enforce Sec. 10-6, Limitation on number of dogs and cats, of the City municipal code in the past 82 days.

**Trish Yurcak**, 1411 Cherry Creek Court, thanked Councilmembers Boney and Maroulis for their social media updates which assisted with keeping residents informed. Yurcak also expressed a lack of response from Mayor Ford when she was heading the Mayor's Youth Commission of Missouri City.

There were no **STAFF REPORTS**.

### 6. CONSENT AGENDA

- (a) Consider approving the minutes of the special City Council meeting of February 10, 2020, the special and regular City Council meetings of February 17, 2020, and the special City Council meeting of February 24, 2020.
- (b) Consider an ordinance assessing City of Missouri City Public Improvement District No. 2, Lake Shore Harbour, Section 5; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance approving the third updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Two and consider the ordinance on the second and final reading.
- (d) Consider an ordinance approving the first updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Four and consider the ordinance on the second and final reading.
- (e) Consider authorizing the assignment of a contractual agreement for water and wastewater treatment chemicals.
- (f) Consider authorizing the purchase of traffic operation supplies.

Councilmember Boney moved to approve the Consent Agenda pursuant to recommendations by City Staff. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

## 7. PUBLIC HEARINGS AND RELATED ACTIONS

### (a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against an ordinance amending Section 18, Board of Adjustment, of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance;" amending rules and regulations for powers and the hearing of appeals; providing a penalty; and consider the ordinance on the first of two readings.

Director of Development Services Spriggs presented on the City's zoning ordinance and stated the Planning and Zoning Commission conducted public hearings on January 8, 2020 and February 12, 2020.

He noted the proposed ordinance provided amendments to Section 18, Board of Adjustment as follows:

- (1) requires the City Council to approve rules adopted by the board of adjustment;
- (2) allows the following persons to appeal to the board of adjustment a decision made by an administrative official that was not related to a specific application, address, or project:
  - (a) a person aggrieved by the decision; or
  - (b) an officer, department, board, or bureau of the City affected by the decision;
- (3) allows the following persons to appeal to the board of adjustment a decision by an administrative official that was related to a specific application, address, or project:
  - (a) a person who files an application that was the subject of the decision;
  - (b) a person who was the owner of property or representative of the owner that was the subject of the decision;
  - (c) a person who was aggrieved by the decision and was the owner of real property within 200 feet of the property that was the subject of the decision; or
  - (d) any officer, department, board, or bureau of the city affected by the decision;
- (4) requires that a decision made by an administrative official be appealed to the board of adjustment not later than the 20th day after the date the decision was made; and
- (5) requires the board of adjustment to decide an appeal described in (4) at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. (Effective September 1, 2019).

Spriggs noted the changes would also be placed in the bylaws of the board.

Councilmember Emery moved to open the public hearing at 7:28 p.m. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Maroulis asked if they had spoken to the Zoning Board of Adjustments and Appeals. Director Spriggs explained this change was ordained by law and necessary. He also stated the board had not met since the bill became effective.

Councilmember Emery moved to close the public hearing at 7:29 p.m. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (2) Consider an ordinance on the first of two readings for a request for a specific use permit authorizing the use of a 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center; describing said 14.984 acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing a penalty; containing other provisions relating to the subject. The subject site is located north of East Hampton Circle, south of the Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

Planning Manager Gomez stated the item was presented to City Council last year. She stated Mr. Asomugha, on behalf of Miracle City Church, was proposing to locate an approximate 20,000 square foot worship center, a 16,000 square foot multi-purpose media building and recreational areas.

The development was proposed in two phases summarized as follows:

Phase 1: Media/multi-purpose building with a maximum occupancy of 500 people to be completed/constructed in 18 months; and,

Phase 2: Worship center with a maximum occupancy of 1,000 people to be constructed 5 years after Phase 1 was completed.

Staff recommended approval of the SUP with conditions. The Planning and Zoning Commission held a public hearing on July 10, 2019 and forward a positive recommendation to include staff's recommendations; provide for the building square feet as shown on the conceptual site plan; to relocate the trash enclosure area away from the residential areas; to landscape the area surrounding any proposed detention; and, to provide mitigation for noises including the provision of solid screening.

Mayor Ford requested a motion.

#### **AGENDA ITEM 7A2 DIED DUE TO LACK OF MOTION.**

**Kent Atinonu**, 15255 Gray Ridge, was not present.

**Edward Trusclair**, 11847 S. Perry Ave, spoke about debris and gunfire behind his home, which was why he spoke in favor of the proposed request.

**Crispin Reyes**, 9815 Cameron Way, designated his time to Edward Trusclair.

**Vickie Bunch**, 11847 S. Perry Ave, spoke in favor of the proposed request.

**Fran Harlow** asked if they would have to do this each time since there was no motion. Harlow spoke against the proposed request.

**Carla Menard**, 15422 Poolview Street, designated time to Jeanette Quimby.

**Bob Paisley**, 11743 N. Marianne Circle, spoke against the proposed request.

**Karl Guetzon**, 11822 S. Willow Circle, spoke against the proposed request.

**Michael Rowan**, 11806 S. Marianne Circle, designated time to Jeanette Quimby.

Interim City Manager Atkinson stepped away at 7:56 p.m. and returned at 7:58 p.m.

**Deb Freilich**, 15210 E. Hampton Circle, spoke against the proposed request.

**Howard Reynolds**, 15342 E. Hutchinson Circle, spoke against the proposed request.

**Jeremiah Asomugha**, Pastor of Miracle City Church, choose not to speak.

**Bruce Zabrowoski**, 7915 Chancel, spoke against the proposed request.

**Denetra Asomugha**, Pastor of Miracle City Church, choose not to speak.

**Diana Reyes**, Pastor of Miracle City Church, choose not to speak.

**Azyka Asomugha**, Associate Pastor of Miracle City Church, choose not to speak

**Ramon Alfred**, Member Leader of Miracle City Church, choose not to speak.

**Bobbie Degrade**, 11735 N. Marcia Circle, spoke in support of the proposed request.

**Steven Ryau**, Member Leader of Miracle City Church, choose not to speak.

**Nkamdi Ohalete**, Engineer of Miracle City Church, choose not to speak.

**Michael Bobby**, Leadership Team Member of Miracle City Church, choose not to speak.

**Terrie Jackson**, Elder of Miracle City Church, chose not to speak.

**Karen Siriwa**, Pastor of Miracle City Church, choose not to speak.

**Joseph Nixon**, Attorney of Miracle City Church, asked what they could do to help the residents.

**Kevin Pever**, 11839 S. Perry Avenue, spoke against the proposed request.

**Penelope Hazlewood**, 11819 S. Marianne Circle, designated time to Jeanette Quimby.

**Penelope Jank**, 11731 N. Nottingham Circle, designated time to Jeanette Quimby.

**Nell Burks**, 11822 S. Willowdale Circle, designated time to Jeanette Quimby.

**Erick Smith**, 11838 S. Marianne, designated time to Jeanette Quimby.

**Sheryl Orloff**, 11802 S. Perry Avenue, designated time to Jeanette Quimby.

**Betsy Elenbaas**, 11803 S. Kathy Avenue, designated time to Jeanette Quimby.

**Jeannette Quimby**, 11814 S. Willowdale Circle, was allowed to speak for 27 minutes and addressed several concerns addressed by the residents of Fondren Park; and, spoke against the request.

There were no **Public Hearings and related actions or Appointments** on this agenda.

## **9. AUTHORIZATIONS**

- (a) Consider awarding Package 1 construction contract for the Mustang Bayou Wastewater Treatment Plant Expansion.

Director of Public Works Kumar recommended that City Council authorize the amendment of the current C-MAR contract with Boyer Inc. via a change order (No. 1) to include Early Work Package (EWP). He noted the Guaranteed Maximum Price (GMP) for EWP was \$1,816,974.75 and the total contract price was \$2,026,974.75.

Councilmember Boney moved to authorize the Package 1 construction contract for the Mustang Bayou Wastewater Treatment Plant Expansion. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider awarding agreements for utility services financial consultants.

Director Kumar recommended that City Council authorize the Interim City Manager to enter into Professional Service Agreements with the two firms to assist the City's Utility Division with specialized financial services, on an as needed basis.

Councilmember Emery moved to award agreements for utility services financial consultants. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider awarding agreements for utility services engineering consultants.

Councilmember Boney moved to award agreements for utility services engineering consultants. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

## **10. ORDINANCES**

- (a) Consider an ordinance amending Chapter 34, Finance and Taxation, of the Missouri City Code; authorizing form of payment; providing for return check fees; providing for credit card service fees; providing for the deposit of fees or charge into the general fund of the City; providing for a repeal and providing for severability; and consider the ordinance on the first of two readings.

Councilmember Maroulis moved to adopt the ordinance. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

## **11. RESOLUTIONS**

- (a) Consider a resolution declaring the City's intention to reimburse the cost of certain expenditures from the proceeds of certificates of obligation to be issued for the construction of public works and a fire truck and any items related thereto.

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

- (b) Consider a resolution identifying certain officials within authority to open and maintain a city account or accounts with Wells Fargo Bank, National Association; providing for repeal; and containing other provisions relating to the subject.

Councilmember Emery moved to approve the resolution with an amendment to Exhibit A changing the title of Charles W. Atkinson, Jr., from Assistant City Manager to Interim City Manager. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider a resolution identifying certain city officials with authority to open and maintain an account with said bank for the City of Missouri City Insurance Trust Fund; providing for repeal; and containing other provisions relating to the subject.

Councilmember Maroulis moved to approve the resolution with an amendment to Exhibit A changing the title of Charles W. Atkinson, Jr., from Assistant City Manager to Interim City Manager. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

**12. CITY COUNCIL ANNOUNCEMENTS**

Councilmember Sterling stated she drove through District A to look at areas for potential growth, challenges and needs. Councilmember Maroulis stated he met with Wide School; held a Clean-Up Day at the Edible Arbor Trail in partnership with Missouri City Green; and, noted Walmart also came to help. Councilmember Boney stated he attended the Black History Program and thanked staff for a successful event. Councilmember Edwards thanked the Parks Board, Director Mangum, Recreation Specialist Vickery, and Parks Caretaker Bradley for assisting in the Park Clean-Up event held on February 22. Councilmember Emery welcomed Interim City Manager Atkinson.

**13. ADJOURN**

The regular City Council meeting adjourned at 8:51 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Maria Jackson, City Secretary



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 16, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 6(b) 1 Procedure for the rules and regulations for powers of Board of Adjustment  
**Submitted by:** Otis T. Spriggs, AICP, Director of Development Services

**SYNOPSIS**

Consideration of an ordinance on second and final reading to provide regulations relating to amending rules and regulations for powers and the hearing of appeals, in accordance with Texas House Bill 2497 that was made effective on September 1, 2019.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Develop a high performing City team
- Have quality development through buildout

**BACKGROUND**

The Planning and Zoning Commission conducted public hearings on January 8, 2020 and final public hearing on February 12, 2020.

The proposed ordinance as attached provides amendments to Section 18, Board of Adjustment of the city's zoning ordinance summarized as follows: (1) requires the city council to approve rules adopted by the board of adjustment; (2) allows the following persons to appeal to the board of adjustment a decision made by an administrative official that is not related to a specific application, address, or project: (a) a person aggrieved by the decision; or (b) an officer, department, board, or bureau of the city affected by the decision; (3) allows the following persons to appeal to the board of adjustment a decision by an administrative official that is related to a specific application, address, or project: (a) a person who files an application that is the subject of the decision; (b) a person who is the owner of property or representative of the owner that is the subject of the decision; (c) a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or (d) any officer, department, board, or bureau of the city affected by the decision; (4) requires that a decision made by an administrative official be appealed to the board of adjustment not later than the 20th day after the date the decision is made; and (5) requires the board of adjustment to decide an appeal described in (4) at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. (Effective September 1, 2019.)

**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. Changes marked
3. Draft Planning and Zoning Commission minutes (February 12, 2020)
4. Planning and Zoning Commission final report

**STAFF'S RECOMMENDATION**

Approve the ordinance.

**Director Approval:**

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

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

**Glen A. Martel, Assistant City Manager**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING SECTION 18, BOARD OF ADJUSTMENT, OF APPENDIX A OF THE MISSOURI CITY CODE ENTITLED “THE CITY OF MISSOURI CITY ZONING ORDINANCE”; AMENDING RULES REGARDING THE ZONING BOARD OF ADJUSTMENT AND APPEALS; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, House Bill 2497, which amended regulations regarding the powers and procedures of municipal zoning boards of adjustment, was passed by the 86th Texas Legislature with an effective date of September 1, 2019; and

WHEREAS, the Missouri City Zoning Ordinance must be amended in order to comply with the statutory changes imposed by House Bill 2497; 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 notice required by law and the City of Missouri City Zoning Ordinance, public hearings on certain proposed amendments to the City of Missouri City Zoning Ordinance; and

WHEREAS, all persons appearing at such public hearings who desired to speak on such proposed amendments were afforded that opportunity and their comments were duly noted and considered; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report to the City Council of the City of Missouri City; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate and in the best interest of the residents of the City to bring the regulations in the Missouri City Zoning Ordinance regarding the powers and procedures of the Missouri City Zoning Board of Adjustment and Appeals into compliance with state law; 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 a public hearing on the amendments to the Missouri City Zoning Ordinance as set forth herein and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The Missouri City Code is hereby amended by deleting subsections 18.2 and 18.3 of Section 18 of Appendix A thereof and substituting therefor new subsections 18.2 and 18.3 of Section 18 of Appendix A to provide as follows:

**“APPENDIX A  
ZONING**

. . . .

**SECTION 18. BOARD OF ADJUSTMENT**

. . . .

**Section 18.2. - Powers.**

**A. *Hearing appeals.***

1. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance that is not related to a specific application, address, or project, provided that such appeal is brought by:

- a. any person aggrieved by such decision; or
- b. any officer, department, board, or bureau of the city affected by such decision.

2. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance that is related to a specific application, address, or project, provided that such appeal is brought by:

- a. a person who:
  - (1) filed the application that is the subject of such decision;
  - (2) is the owner or representative of the owner of the property that is the subject of such decision; or
  - (3) is aggrieved by such decision and is the owner of real property within 200 feet of the property that is the subject of such decision;or
- b. any officer, department, board, or bureau of the city affected by such decision.

3. A notice of appeal to the board of adjustment specifying the grounds thereof shall be filed with the officer from whom the appeal is taken and the board of adjustment not later than the 20th day after the date the decision to be appealed is made. The officer from whom the appeal is taken shall transmit to the board all the papers constituting the record upon which the action appealed was taken.

. . . .

**Section 18.3. - Hearing.**

- A. The board of adjustment shall fix a reasonable time for the hearing of an appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. Upon the hearing, any party may appear in person or by agent or by attorney.
  
- B. In the exercise of the above-mentioned powers, the board of adjustment may reverse and affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make such order, requirement, decision and determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.”

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

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

PASSED and APPROVED on first reading this 2<sup>nd</sup> day of March, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 16<sup>th</sup> day of March, 2020.

---

Yolanda Ford, Mayor

ATTEST

APPROVED AS TO FORM:

---

Maria Jackson, City Secretary

---

E. Joyce Iyamu, City Attorney

APPENDIX A  
ZONING

.....

SECTION 18. BOARD OF ADJUSTMENT

.....

Section 18.2. - Powers.

~~A. \_\_\_\_\_~~

A. *Hearing appeals.*

1. The board of adjustment shall have the power to hear appeals ~~by~~ of a decision by an administrative official in the enforcement of this ordinance that is not related to a specific application, address, or project, provided that such appeal is brought by:

\_\_\_\_\_ a. any person aggrieved ~~or~~ by such decision; or

\_\_\_\_\_ b. any officer, department, board, or bureau of the city affected by ~~any~~ such decision.

2. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance. ~~Such appeal shall be taken within 15 days by filing, with the officer from whom that is related to a specific application, address, or project, provided that such appeal is brought by:~~

\_\_\_\_\_ a. a person who:

\_\_\_\_\_ (1) filed the application that is the subject of such decision;

\_\_\_\_\_ (2) is the owner or representative of the owner of the property that is the subject of such decision; or

\_\_\_\_\_ (3) is aggrieved by such decision and is the owner of real property within 200 feet of the ~~appeal~~ property that is taken and the ~~the~~ subject of such decision; or

\_\_\_\_\_ b. any officer, department, board, or bureau of ~~adjustment, at~~ the city affected by such decision.

3. A notice of appeal to the board of adjustment specifying the grounds thereof shall be filed with the officer from whom the appeal is taken and the board of adjustment not later than the 20th day after the date the decision to be appealed is made. The officer from whom the appeal is taken shall ~~forthwith~~ transmit to the board all the papers constituting the record upon which the action ~~appealed from~~ was taken.

.....

### Section 18.3. - Hearing.

A. The board of adjustment shall fix a reasonable time for the hearing of an appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same ~~within a reasonable time~~ at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. Upon the hearing, any party may appear in person or by agent or by attorney.

B. In the exercise of the above-mentioned powers, the board of adjustment may reverse and affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make such order, requirement, decision and determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.

Document comparison by Workshare on Wednesday, February 5, 2020 8:14:02 PM

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Description	
Document 2 ID	ZBOA Revised.docx
Description	
Rendering set	standard

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1	Deletion	<del>A. _____</del>
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4-5	Insertion	<u>o _____</u>
6-7	Insertion	<u>o _____</u>
8-9	Insertion	<u>o _____</u>
10-11	Insertion	<u>o _____</u>
12	Insertion	<u>A. _____ Hearing appeals.</u>

13	Insertion	<u>1.</u> The board of adjustment shall have
14-15	Change	have the power to hear appeals <del>by</del> <u>of a decision by an...appeal is brought by:</u>
16	Insertion	<u>_____ a.</u> any person
17	Deletion	any person aggrieved <del>or</del> -by
18	Insertion	by <u>such decision; or</u>
19	Insertion	<u>_____ b.</u> any officer, department, board,
20-21	Change	bureau of the city affected by <del>any</del> <u>such</u> decision
22	Insertion	decision <u>.</u>
23	Insertion	<u>_____ 2. The board</u> of
24	Insertion	of <u>adjustment shall have...of a decision</u> <u>_____ by</u> an administrative official in the
25	Deletion	the enforcement of this ordinance. <del>-----Such appeal shall be...15 days by filing,</del>
26	Moved from	<del>with the officer from whom-</del>
27	Insertion	<u>_____ that is related _____ to a...appeal is brought by:</u>
28	Insertion	<u>_____ a. a person who:</u>
29	Insertion	<u>_____ (1) filed the...of such decision;</u>
30	Insertion	<u>(2) is the owner or...of such decision;</u>
31	Insertion	<u>_____ (3) is aggrieved by such...within 200 feet of</u> the
32-33	Change	the <del>appeal</del> <u>property that</u> is
34-35	Change	is <del>taken and the</del> <u>the subject of such decision;</u> <u>or</u>
36	Insertion	<u>b. any officer, department,</u> board
37	Insertion	board, <u>or bureau</u> of

38-39	Change	of <del>adjustment, at</del> <u>the city affected by such decision.</u>
40	Insertion	<u>A</u> notice of appeal
41	Insertion	notice of appeal <u>to the board of adjustment</u> specifying the
42	Insertion	specifying the grounds thereof <u>shall be filed</u>
43	Moved to	<u>with the officer from whom</u>
44	Insertion	<u>the appeal is taken and...to be appealed is made.</u> The officer from whom the appeal
45	Deletion	whom the appeal is taken shall <del>forthwith</del> transmit to the board all the papers
46	Deletion	upon which the action appealed <del>from</del> was taken.
47-48	Insertion	<u>o</u>
49-50	Insertion	<u>o</u>
51-52	Insertion	<u>o</u>
53-54	Insertion	<u>o</u>
55-56	Insertion	<u>o</u>
57	Insertion	<u>A.</u> The board of adjustment shall fix
58-59	Change	interest, and decide the same <del>within a reasonable time</del> <u>at the next meeting for...the appeal is filed.</u> Upon the hearing, any party may
60	Insertion	<u>B.</u> In the exercise of the above-mentioned

Statistics:	
	Count
Insertions	47
Deletions	11
Moved from	1

Moved to	1
Style changes	0
Format changes	0
Total changes	60



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

**1. CALL TO ORDER**

The Notice of the Meeting and Agenda having been duly posted in accordance with the legal requirements and a quorum being present, the meeting was called to order by Chair Brown-Marshall, at 7:00 PM.

**2. ROLL CALL**

**Commissioners Present:**

Sonya Brown-Marshall  
Tim Haney  
John O'Malley  
James R. Bailey  
Gloria Lucas  
Courtney Johnson Rose  
James G. Norcom III

**Commissioners Absent:**

Hugh Brightwell  
Monica L. Rasmus

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
E. Joyce Iyamu, City Attorney  
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:** Joe Workman; Vice Chair of Zoning Board of Adjustment and Appeals.

### 3. READING OF THE MINUTES

- A. Consider approval of the minutes of the December 11, 2019 Planning and Zoning Commission Meeting.

**Motion:** Approval of the December 11, 2019 minutes.

**Made By:** Commissioner O'Malley

**Second:** Commissioner Haney

**AYES:** Commissioner Haney, Commissioner O'Malley,  
Commissioner Bailey, Commissioner Norcom,  
Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** Commissioner Brown-Marshall

The motion passed.

### 4. REPORTS

#### A. COMMISSION REPORTS

- (1) Chairperson of the Planning and Zoning Commission  
None
- (2) Planning and Zoning Commissioners  
None.

#### B. STAFF REPORTS

- (1) Development Services
  - a. Director – Otis T. Spriggs  
Extended an opportunity to the Planning and Zoning Commission to attend the National Planning Conference, to be held in Houston, in April 2020. A packet was provided to the Commission of conference courses and workshops.
- (2) Engineering
  - a. Assistant City Engineer – Jeremy Davis  
None

### 5. PUBLIC COMMENT

None

### 6. PLATS

#### A. CONSENT AGENDA

- (1) Consider approval of a final plat for Waffle House of Missouri City

**Motion:** To approve the Consent Agenda.

**Made By:** Commissioner Haney  
**Second:** Commissioner Lucas

**AYES:** Commissioner Haney, Commissioner O'Malley,  
Commissioner Bailey, Commissioner Norcom,  
Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

## 7. ZONING MAP AMENDMENTS

None

## 8. ZONING TEXT AMENDMENTS

### A. ZONING BOARD OF ADJUSTMENT

- (1) Public hearing to receive comments for or against possible amendments to Section 18, Board of Adjustment, of Appendix A, Zoning of the City Code of the City of Missouri City, Texas.

James Santangelo, Assistant City Attorney, presented the item. Mr. Santangelo informed last month the Commission was presented the context of House Bill 2497, which passed last year during the 86<sup>th</sup> Legislative Session. It amends some of the permitted local regulations of how the Zoning Board of Adjustment and Appeals is conducted in Missouri City. Presented to the Commission was a draft of changes the bill requires, amending Chapter 18 of the Zoning Ordinance, would bring the regulations into compliance with the new law.

Mr. Santangelo informed that the new law differentiates matters related to a specific application, address or a project and states individuals who can appeal a decision generally are any persons aggrieved by a decision. Any officer, department, board, or bureau of the city that might be affected by such decision can appeal. The new law states decisions before Zoning Board of Adjustment that do relate to a specific application, address or project, that appeal needs to be brought by the person who filed the application that is subject of the decision, owner / representative of owner of the property subject of the decision, person aggrieved by the decision who resides within a 200 feet of the subject property, or any officer, department, board, bureau of the city affected by the decision.

Mr. Santangelo informed that other changes such as scheduling discretion is taken away from the Zoning Board of Adjustments and Appeals. A hearing now needs to be taken not later than the 20<sup>th</sup> day after the date of the decision the appeal is made. Decision of the board needs to be made at the next meeting that notice can be provided following such hearing. The hearing needs to be held; within 60 days after the filing of the appeal and a decision needs to be made and rendered in an open meeting by the board.

Commissioner Johnson Rose asked if with the 20 days will cause the Commission to have special meetings.

Mr. Santangelo stated currently the Zoning Board meets on an "as needed" basis. When an appeal is filed based on a decision by the City, public notice would have to be placed within 20 days.

Chair Brown-Marshall asked, since the new law was effective September 2019, if there had been instances where the changes needed to be in place.

Mr. Santangelo stated that to his knowledge, the Zoning Board has not met since the new law went into effect.

Joe Workman, Vice Chair / Zoning Board of Adjustment and Appeals, asked if the Zoning Board's decision would be forwarded to City Council to be ratified.

Jamilah Way, First Assistant City Attorney, stated the rules are forwarded to City Council.

Vice Chair Haney stated that only the changes being made to the ordinance would go before City Council.

Mr. Santangelo stated that the new law mentions any rules adopted by the board regarding its governance need to be approved by City Council. However, it was not built into the draft that will be proposed to the board.

**Motion:** To close the public hearing.

**Made By:** Commissioner Haney  
**Second:** Commissioner Johnson Rose

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Norcom, Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

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

**Motion:** To approve preliminary report and call a 2<sup>nd</sup> public hearing

**Made By:** Commissioner Haney  
**Second:** Commissioner Bailey

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Norcom, Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

**B. UTILITY EQUIPMENT**

- (1) Discuss an amendment to Subsection 9.6.B.3.e. of Appendix A, Zoning of the City Code of the City of Missouri City, Texas, regarding the outside storage of major recreational or utility equipment.

Jamilah Way, First Assistant City Attorney, presented the item. Ms. Way informed that a previous mistake was made in Subsection 9.6.B of the Zoning Ordinance. Section 9.6.B.3.E provides that *“Except in multifamily development, outside storage of a major recreational or utility equipment shall be permitted if...parked on a hard surface as provided in [sub]section 12.2.I”*

However, [sub]section 12.2.I provides regulations for maneuvering space for required parking not to be located within certain public rights-of-way. Instead the reference should be to [sub]section 12.2.J which provides that *“Drives and parking spaces must be hard-surfaced and dust-free...”*

Ms. Way informed that this is a clean-up to the regulation that was found during a prosecution the City was conducting. The proposed amendment will be presented next as a preliminary report. A final report would follow prior to sending it to City Council.

**9. OTHER MATTERS WITHIN THE JURISDICTION OF THE COMMISSION OR THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.**

**A. IMPACT FEES**

- (1) Consider approving a semiannual report to the City Council on the land use assumptions and capital improvements plan for the Northeast Oyster Creek Sub-watershed, Lake Olympia Parkway Extension and Mustang Bayou Service Area.

Clifford Brouhard, Assistant Director of Public Works, presented the item. Mr. Brouhard informed the City collects three impact fees, Northeast Oyster Creek; impact for storm runoff, Mustang Bayou; sewer and water connections, Lake Olympia Parkway Extension, and road extension. Public Works was proposing no changes to the fees at this time.

Commissioner Brightwell asked if the bridge was in the extension.

Mr. Brouhard stated that his understanding was that the fees were based on the road improvements that are already built. The bridge is supposed to be built with the Parks Edge development.

**Motion:** Not to increase.

**Made By:** Commissioner Lucas  
**Second:** Commissioner Brightwell

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Rasmus, Commissioner Lucas

**NAYES:** None  
**ABSTENTIONS:** None

The motion passed

**10. CLOSED EXECUTIVE SESSION**

*The Planning and Zoning Commission may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.*

**11. RECONVENE**

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

**12. ADJOURN**

**Motion:** To adjourn

**Made By:** Commissioner Johnson Rose

**Second:** Commissioner Norcom III

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Norcom III, Commissioner Johnson Rose,  
Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

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Egima Edwards  
Planning Technician



**PLANNING AND ZONING COMMISSION  
STAFF REPORT**

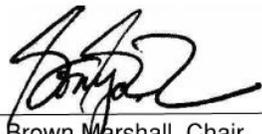
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**AGENDA DATE:** March 2, 2020

**AGENDA ITEM SUBJECT:** Board of Adjustment – Zoning Text Amendment (ZTA) – final report

**AGENDA ITEM NUMBER:** 7.A.1

**APPROVAL:** **Otis T. Spriggs, AICP**, Director, Development Services  
**Sonya Brown Marshall**, Planning & Zoning Commission Chair



---

Sonya Brown Marshall, Chair

---

**RECOMMENDED ACTION:**

The Planning and Zoning Commission adopts this as its Final Report and forwards to the City Council a positive recommendation.

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**BACKGROUND:**

The 86th Regular Session of the Texas Legislature concluded with several bills that have an impact on our planning jurisdiction. Described below is a bill that requires further action (H.B. 2497). This item was considered on the Commission's December 11, 2019 agenda for discussion purposes only.

The bill requires amendments to Section 18. Board of Adjustment of the city's zoning ordinance. These proposed amendments are included as an attachment to this report. The bill is summarized below.

The Planning and Zoning Commission conducted public hearings on January 8, 2020 and final public hearing on February 12, 2020.

**SUMMARY:**

**H.B. 2497 (Cyrrier/Hughes) – Board of Adjustment:** this bill: (1) requires the city council to approve rules adopted by the board of adjustment; (2) allows the following persons to appeal to the board of adjustment a decision made by an administrative official that is not related to a specific application, address, or project: (a) a person aggrieved by the decision; or (b) an officer, department, board, or bureau of the city affected by the decision; (3) allows the following persons to appeal to the board of adjustment a decision by an administrative official that is related to a specific application, address, or project: (a) a person who files an application that is the subject of the decision; (b) a person who is the owner of property or representative of the owner that is the subject of the decision; (c) a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or (d) any officer, department, board, or bureau of the city affected by the decision; (4) requires that a decision made by an administrative official be appealed to the board of adjustment not later than the 20th day after the date the decision is made; and (5) requires the board of adjustment to decide an appeal described in (4) at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. (Effective September 1, 2019.)

**Next Steps:** Consideration of the final report and recommendation of approval by City Council as follows:

March 2, 2020: City Council public hearing and 1st reading of ordinance  
March 16, 2020: City Council 2nd reading of ordinance

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

### **Public Hearing**

A public hearing will be held by the City Council of Missouri City, Texas to receive comments for or against proposed amendments to the City's Code of Ordinances/Zoning Ordinance regarding:

(1) Powers & Procedures of the Zoning Board of Adjustment & Appeals

The public hearing is scheduled:

DATE: Monday, March 2, 2020

TIME: 7:00 PM

PLACE: City Council Chamber  
(2nd Floor of City Hall)

1522 Texas Parkway (FM 2234). Missouri City, Texas  
Specific information is available at City Hall, Missouri City, Texas, Monday through Friday from 8:00 AM to 4:00 PM, or you may call 281-403-8541.



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 16, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 6(c) Service Charge for Dishonored Credit Card Payments  
**Submitted by:** Allena Portis, Director of Financial Services

**SYNOPSIS**

Currently the City charges a returned check fee of \$30 for dishonored checks. Staff is requesting to amend the current policy to include a service charge as allowed by state statute for credit cards that are not honored.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City

**BACKGROUND**

Local Government Code Section 132.002 authorizes the governing body of a municipality accept payment for fees, fines and other charges by credit card. Local Government Code Section 132.004 states that:

“If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the county or municipality may collect a service charge from the person who owes the fee, fine, court cost, or other charge. The service charge is in addition to the original fee, fine, court cost, or other charge and is for the collection of that original amount. The amount of the service charge is the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds.”

Currently the City charges a returned check fee of \$30 for dishonored checks. Staff is requesting to amend the current policy to include a service charge as allowed by state statute for credit cards that are not honored.

When a credit card is dishonored, it means that a previous transaction was invalid and will not be honored by the card issuer, even though the transaction was previously approved. Also known as a chargeback, this can occur when the card in question is reported stolen or in the case of fraudulent use.

The service charge will assist in recovering the cost of bank fees and staff time dealing with reconciliations and efforts to recover revenue associated with the dishonored payment.

**SUPPORTING MATERIALS**

1. Proposed Ordinance
2. Changes marked

**STAFF'S RECOMMENDATION**

Staff recommends adoption of the ordinance.

**Director Approval:** Allena Portis, Director of Financial Services

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

ORDINANCE NO. O-20-\_\_

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 34, FINANCE AND TAXATION, OF THE MISSOURI CITY CODE; AUTHORIZING FORMS OF PAYMENT; PROVIDING FOR RETURN CHECK FEES; PROVIDING FOR CREDIT CARD SERVICE CHARGE; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, Section 132.002 of the Texas Local Government Code authorizes the City of Missouri City (the City) to accept credit cards for the payment of a fee, fine, court cost, or other charge being paid to the City; and

WHEREAS, Section 132.004 of the Texas Local Government Code authorizes the City to collect a service charge for any credit card payment that is not honored by a credit card company or bank; and

WHEREAS, Section 132.006 of the Texas Local Government Code requires the City to deposit any fee or charge under Chapter 132 of the Texas Local Government Code into the general fund of the City; and

WHEREAS, the City Council of the City of Missouri City (the City Council) finds it necessary to amend Chapter 34, Finance and Taxation, of the Missouri City Code to provide for said change; now, therefore

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

Section 1. The Missouri City Code is hereby amended by deleting Section 34-2 of Article I of Chapter 34 thereof, and substituting therefor, a new Section 34-2 of Article I of Chapter 34 to provide as follows:

**“Chapter 34 – FINANCE AND TAXATION**

**ARTICLE I. IN GENERAL**

.....

**Sec. 34-2. – Authorized payments, returned check fees, and credit card service fees.**

- a. Payment for the amount due on an account, fee, fine, court cost, or other charge may be in the form of cash, personal check, cashier's check, money order, or credit card.

- b. The city may collect a service fee of not more than \$30.00 or the maximum allowed by state law for any check tendered to the city that has been dishonored and returned unpaid for non-sufficient funds, a closed account, or any other similar reason.
- c. The city may collect a service charge of not more than \$30.00 or the maximum allowed by state law for any payment by credit card that is not honored by the credit card company or bank on which the funds are drawn, or any other similar reason.
- d. Payment for the amount due on an account, fee, fine, court cost, or other charge, which cannot be processed for any reason, must be in the form of cash, cashier's check, or money order. The city manager or his designee may require that all future payments on said account are made in the form of cash, cashier's check, or money order.
- e. The city official collecting a fee or charge under this section shall deposit the fee or charge into the general fund of the city."

Section 2. *Repeal.* All ordinances or parts of ordinances in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 3. *Severability.* In the event any clause, phrase, provision, sentence or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof, other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 2<sup>nd</sup> day of March, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 16<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

CHAPTER 34 FINANCE AND TAXATION

ARTICLE I. ~~IN~~ GENERAL

....

**Sec. 34-2.** ~~Returned~~ Authorized payments, returned check ~~fee-~~fees, and credit card service fees.

a. Payment for the amount due on an account, fee, fine, court cost, or other charge may be in the form of cash, personal check, cashier's check, money order, or credit card.

b. The city may ~~charge a reasonable processing~~collect a service fee of not more than \$30.00 or the maximum allowed by state law for any check tendered to the city that has been dishonored and returned unpaid for non-sufficient funds, a closed account, or any other similar reason.

c. The city may collect a service charge of not more than \$30.00 or the maximum allowed by state law for any payment by credit card that is not honored by the credit card company or bank on which the funds are drawn, or any other similar reason.

d. Payment for the amount due on an account~~and the processing fee must be, fee, fine, court cost, or other charge, which cannot be processed for any reason, must be in the form of cash, cashier's check, or money order. The city manager or his designee may require that all future payments on said account are made~~ in the form of cash, cashier's check, or money order.

e. The city official collecting a fee or charge under this section shall deposit the fee or charge into the general fund of the city.

Document comparison by Workshare 9.5 on Thursday, February 27, 2020  
12:05:02 PM

Input:	
Document 1 ID	file:///W:\Legal Department\Ordinance\Drafts\2020 Drafts\Chargeback Fee O.docx
Description	Chargeback Fee O
Document 2 ID	W:\Legal Department\Ordinance\Drafts\2020 Drafts\Chapter 34 R.docx
Description	W:\Legal Department\Ordinance\Drafts\2020 Drafts\Chapter 34 R.docx
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council

**Agenda Item:** 6(d) Consider authorizing the purchase of new Firefighter Protective Clothing through the Houston Galveston area Council (HGAC) cooperative purchasing program.

**Submitted by:** Eugene Campbell, Jr., Fire Chief

### SYNOPSIS

Staff is requesting the purchase of new replacement and additional Firefighter Protective Clothing for existing personnel and new replacement personnel. This request for 21 sets will replace 17 existing personnel's protective clothing that is reaching their end of life for front line use and four additional sets for four new replacement hires.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Public Safety

### BACKGROUND

This purchase request is for replacement of the pant and coat set firefighters to use while working in hazardous environments. Currently, 74 personnel are assigned protective clothing, which is custom made to each employee. The Texas Commission regulates firefighter protective clothing on Fire Protection with the mandated adoption of NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting. This standard requires that all ensembles be replaced every ten years from the original manufacture date. The department's replacement program rotates protective clothing 5-years as front-line and 5-years as a reserve to meet required inspections, maintenance schedules, and emergency back-up use. The department utilizes a yearly interval phased approach to replacing all 74 front-line sets using their date of manufacture towards meeting the 10-year end-of-life state mandate. This year 21 sets require replacing to meet regulatory replacement requirements and to equip four new replacement firefighters.

Firefighter Protective Clothing has been historically purchased through cooperative purchasing contracts available to the City from the Houston Galveston Area Council (HGAC). This request is utilizing the same purchasing process. HGAC has the contract for Honeywell First Responder Products with its local vendor, Delta Industrial Service and Supply, 3159 Summit Drive, Port Neches, Tx. 77651.

Staff recommends the Council authorize purchase of (21) new Firefighter Protective Clothing sets at the cost of \$62,853.63.

### BUDGET/FISCAL ANALYSIS

**Honeywell  
Protective  
Clothing  
Missouri City Fire  
and Rescue  
Services**

**Coat Specification** #TXMOCY00102  
**Pant Specification** #TXMOCY00103

**Quote #** 81171TXMOCY

HFRP Tail Coat	21 Coats @ \$1,717.48 ea.	\$36,067.08
HFRP Tail Pant	21 Pants @ \$1,275.55 ea.	\$26,786.55

**Sub Total** 

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 \$62,853.63

**Total** \$62,853.63

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
General Fund	101-52003-14-136-	N/A	\$133,601.00	\$100,013.95	\$62,853.63

**Purchasing Review: Shannon Pleasant, CTPM - Procurement and Risk Manger**  
**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. HGACBuy Contract Pricing Quote.
2. Honeywell Quote/Specification

**STAFF'S RECOMMENDATION**

Staff recommends approval of the purchase.

**Director Approval: Eugene Campbell, Jr., Fire Chief**

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





**First Responder Products**

**Quote**

**81171TXMOCY**

**Exp. Date:** 07/31/20

**Quote Date:** 03/04/20

**Freight:**

**Dealer**

**Delta Industrial Service & Supp**

3159 Summit Dr

Port Neches, TX 77651

Phone: (409) 724-1055 Fax:(409) 722-8062

**Invoice Distributor**

**Fire Department**

**Missouri City FD**

3849 Cartwright RD.

Missouri City, TX 77459

Phone: (281) 208-5504

**Special Notes / Terms of Contract:**

<b>Item</b>	<b>Description</b>	<b>Delivery</b>
TXMOCY00102	LTO 62HN Tail Gold -Missouri City FD -TX	45 to 60 Day Ctrt
TXMOCY00103	LTO 62HN Pants Gold -Missouri City FD -TX	45 to 60 Day Ctrt
TXMOCY00104	LTO 62HN Tail Gold -Missouri City FD -TX	45 to 60 Day Ctrt
TXMOCY00105	LTO 62HN Pants Gold -Missouri City FD -TX	45 to 60 Day Ctrt

This quote is based upon Dealer Master Quote Terms and Conditions sent to you at the time of our last price increase.

Copies can be obtained at our Dealer Web Site or upon request.

## *Honeywell First Responder Products Clothing Specification Quote*

**2019 Price**

**Expires** 7/31/2020

**Fire Dept.** Missouri City FD  
TXMOCY

**Delivery** 45-60 Day Ctrt

**Dealer** Delta Industrial Service & Supp  
DELJET

**Specid:** TXMOCY00102

**Spec Date:** 03/04/20

**Quote #:** 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

<b>LTO62HNTD - LTO 62HN Tail Gold</b>		<u>Price</u>
REFRESH	**REENGINEERED**	0.00
REVI	*** Revision 1 ***	0.00
LTOTOS62D	LTO Tail Outer Shell -7 osy PBI Max - Gold	1,571.68
LTOTTLH	LTO Tail Thermal Liner -6.8 osy Glide PBI G2	723.01
LTOTMBN	LTO Tail Moisture Barrier -5.2 osy Stedair Gold	618.29
IPLC	(O20) Std -Inspection Port Liner	0.00
LNDC	Std-Liner detachable	0.00
LNSETTE	Std -SET Thermal Enhancement	0.00
PKTLSTD	Std -Liner Label Pocket	0.00
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap	0.00
SATUPST-62D	(O01) Std -Take Up Straps - 2 Postman	0.00
SATU-AP	Take Up Straps Placed Above Pockets	0.00
SATU-HV	Take Up Straps Moved Forward	0.00
TR-DSS	Std -Trim Double-Stitched	0.00
TRC305M-TO	Trim -(5) NEW YORK Hi-viz -orange 2-tone Scotchlite (3")	304.67
LTBACK-62D	Back Patch - PBI Max - Gold	45.96
	< MISSOURI CITY >	
LT3S12-SO	12 -3" sewn letters -orange Scotchlite	93.32
LTHEMV-62D	Hem Patch w/Velcro - PBI Max - Gold	101.96
	- FF LAST NAME (1st INITIAL when specified)	
	- Avg. 7 letters	
	- OK to use 2" letters to fit	
LT3S07-SO	7 -3" sewn letters -orange Scotchlite	54.42
CLZV2-62D	(E10) 2" Velcro/Zipper Coat Closure	20.60
CCLTO-62D	(Q02) LTO Comfort Chinstrap	28.22
LNDAPC	(O50) Dead Air Panels	48.35
CFCC-ARB	Coat Cuffs - Arashield - Black	44.08
PKHBLNX-62D	X-Large Half Hi Bellows Pockets - PBI Max - Gold	229.04
	-- 7 x 10 x 2	
PKBLCHW-FLC	Handwarmers behind Bellows Pockets - Fleece	65.30
PKMT-62D	Mic Tab - PBI Max - Gold	22.18
	-- on shield (stormflap)	
	-- 0.5 x 2.5	
	- Place 4" below top of shield	

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## *Honeywell First Responder Products Clothing Specification Quote*

**2019 Price**

<b>Expires</b> 7/31/2020	<b>Fire Dept.</b> Missouri City FD TXMOCY	
<b>Delivery</b> 45-60 Day Ctrt	<b>Dealer</b> Delta Industrial Service & Supp DELJET	
<b>Specid:</b> TXMOCY00102	<b>Spec Date:</b> 03/04/20	<b>Quote #:</b> 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

<b>LTO62HNTD - LTO 62HN Tail Gold</b>		<u>Price</u>
PKRCPTVS-62D	Large Hook on a Patch w/Velcro Strap - PBI Max - Gold -- left chest	69.04
PKRD-62D	Radio Pocket - PBI Max - Gold -- right chest -- 8 x 3 x 2	87.82
PKRD-FNL	Notch Flap -Left	6.60
WWSTHN	(W51) Sub Wristlets -Long with turned thumbhole -Nomex	3.97
<b>Total List Price of Spec</b>		<b>4,138.51</b>

\*40 CHEST & LARGER  
\*\*26 FRONT LENGTH & LONGER

Officer Spec  
HGAC Contract

Spec Limitation:

\* X Large Half Hi Bellows Pocket - 7 x 10 x 2 with Project Fire Trim - will not fit on a 38 chest & smaller - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER

\*\* Half Hi Bellows Pockets - 7" x 10" x 2" with take up straps above pockets moved forward & radio pocket in chest position - will not fit on 25 front length & shorter - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER

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## *Honeywell First Responder Products Clothing Specification Quote*

2019 Price

Expires 7/31/2020	Fire Dept. Missouri City FD	TXMOCY
Delivery 45-60 Day Ctrt	Dealer	Delta Industrial Service & Supp
		DELJET

Specid: TXMOCY00103                      Spec Date: 03/04/20                      Quote #: 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

	<b>LTO62HNPD - LTO 62HN Pants Gold</b>	<u>Price</u>
REFRESH	**REENGINEERED**	0.00
REV1	*** Revision 1 ***	0.00
LTOPOS62D	LTO Pant Outer Shell -7 osy PBI Max - Gold	856.14
LTOPTLH	LTO Pant Thermal Liner -6.8 osy Glide PBI G2	525.03
LTOPMBN	LTO Pant Moisture Barrier -5.2 osy Stedair Gold	441.43
IPLP	(O21) Std -Inspection Port Liner	0.00
LNDP	Std -Liner Detachable	0.00
TR-DSSP	Std -Trim Double-Stitched	0.00
TRP308M-TO	(T03) Trim -(8) 3" Cuff/Hi-viz /(3") Seam - orange 2-tone SL	123.30
CLNFV2Z1S-62D	(J10) Narrow Fly -2" Velcro/Zipper - No Hook - 1 Snap	37.84
CFAN-ARB	(O03) Angled Cuffs - Arashield - Black	35.44
CFPC-ARB	(M27) Pant Cuffs - Arashield - Black	59.65
KNBF-62D	(K05) BiFlex Heat Channel Knees - PBI Max - Gold	180.79
KNBFH-ARB	(K54) Horizontal Strips in BiFlex knees to be Arashield - Black	9.65
PKBLP1-62D	Bellows Pocket (1) - PBI Max - Gold	99.92
	-- left leg	
	-- 9 x 9 x 1.5	
PKBLP1-62D	Bellows Pocket (1) - PBI Max - Gold	99.92
	-- right leg	
	-- 9 x 9 x 1.5	
	- OK to move back to accomodate radio pocket on smaller size pants	
PKRD-62D	Radio Pocket - PBI Max - Gold	87.82
	-- Near Right Bellows Pocket	
	-- 8 x 3 x 2	
	- Place in front of the bellows pocket	
PKRD-FNR	Notch Flap -Right	6.60
OPSSA	Snap Style Suspender Attachment	29.69
RSLADKV	Ladder Escape Belt - Kevlar	210.65
RSLADLOWR	(H16) R/L Life Grip Ladder/Escape Pant Adapt Lower Placement	170.08
SPDFSQI	Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed	89.84
SPP	Suspender Padding	9.83

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**Honeywell First Responder Products  
Clothing Specification Quote**

2019 Price

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<b>Expires</b> 7/31/2020	<b>Fire Dept.</b> Missouri City FD TXMOCY	
<b>Delivery</b> 45-60 Day Ctrt	<b>Dealer</b> Delta Industrial Service & Supp DELJET	
<b>Specid:</b> TXMOCY00103	<b>Spec Date:</b> 03/04/20	<b>Quote #:</b> 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

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<b>LTO62HNPD - LTO 62HN Pants Gold</b>	<u><b>Price</b></u>
<b>Total List Price of Spec</b>	<b>3,073.62</b>

Officer Spec

\*28 WAIST & LARGER

HGAC Contract

Spec Limitations

Ladder Belt Adaptation will not fit on a 26 waist & smaller - A SPEC  
MUST BE CREATED PRIOR TO SUBMITTING ON ORDER

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## *Honeywell First Responder Products Clothing Specification Quote*

2019 Price

Expires 7/31/2020	Fire Dept. Missouri City FD	
Freight We pay	TXMOCY	
Delivery 45-60 Day Ctrt	Dealer Delta Industrial Service & Supp	DELJET

Specid: TXMOCY00104                      Spec Date: 03/04/20                      Quote #: 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

	<b>LTO62HNTD - LTO 62HN Tail Gold</b>	<u>Price</u>
REFRESH	**REENGINEERED**	0.00
REV1	*** Revision 1 ***	0.00
LTOTOS62D	LTO Tail Outer Shell -7 osy PBI Max - Gold	1,571.68
LTOTTLH	LTO Tail Thermal Liner -6.8 osy Glide PBI G2	723.01
LTOTMBN	LTO Tail Moisture Barrier -5.2 osy Stedair Gold	618.29
IPLC	(O20) Std -Inspection Port Liner	0.00
LNDC	Std-Liner detachable	0.00
LNSETTE	Std -SET Thermal Enhancement	0.00
PKTLSTD	Std -Liner Label Pocket	0.00
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap	0.00
SATUPST-62D	(O01) Std -Take Up Straps - 2 Postman	0.00
SATU-AP	Take Up Straps Placed Above Pockets	0.00
SATU-HV	Take Up Straps Moved Forward	0.00
TR-DSS	Std -Trim Double-Stitched	0.00
TRC305M-TL	Trim -(5) NEW YORK Hi-viz -lime 2-tone Scotchlite (3")	304.67
LTBACK-62D	Back Patch - PBI Max - Gold	45.96
	< MISSOURI CITY >	
LT3S12-SL	12 -3" sewn letters -lime Scotchlite	93.32
LTHEMV-62D	Hem Patch w/Velcro - PBI Max - Gold	101.96
	- FF LAST NAME (1st INITIAL when specified)	
	- Avg. 7 letters	
	- OK to use 2" letters to fit	
LT3S07-SL	7 -3" sewn letters -lime Scotchlite	54.42
CLZV2-62D	(E10) 2" Velcro/Zipper Coat Closure	20.60
CCLTO-62D	(Q02) LTO Comfort Chinstrap	28.22
LNDAPC	(O50) Dead Air Panels	48.35
CFCC-ARB	Coat Cuffs - Arashield - Black	44.08
PKHBLNX-62D	X-Large Half Hi Bellows Pockets - PBI Max - Gold	229.04
	-- 7 x 10 x 2	
PKBLCHW-FLC	Handwarmers behind Bellows Pockets - Fleece	65.30
PKMT-62D	Mic Tab - PBI Max - Gold	22.18
	-- on shield (stormflap)	
	-- 0.5 x 2.5	
	- Place 4" below top of shield	

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## *Honeywell First Responder Products Clothing Specification Quote*

2019 Price

<b>Expires</b> 7/31/2020	<b>Fire Dept.</b> Missouri City FD TXMOCY
<b>Delivery</b> 45-60 Day Ctrt	<b>Dealer</b> Delta Industrial Service & Supp DELJET

**Specid:** TXMOCY00104                      **Spec Date:** 03/04/20                      **Quote #:** 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

<b>LTO62HNTD - LTO 62HN Tail Gold</b>		<u><b>Price</b></u>
PKRCPTVS-62D	Large Hook on a Patch w/Velcro Strap - PBI Max - Gold -- left chest	69.04
PKRD-62D	Radio Pocket - PBI Max - Gold -- right chest -- 8 x 3 x 2	87.82
PKRD-FNL	Notch Flap -Left	6.60
WWSTHN	(W51) Sub Wristlets -Long with turned thumbhole -Nomex	3.97
<b>Total List Price of Spec</b>		<b>4,138.51</b>

\*40 CHEST & LARGER  
\*\*26 FRONT LENGTH & LONGER

HGAC Contract

Spec Limitation:

\* X Large Half Hi Bellows Pocket - 7 x 10 x 2 with Project Fire Trim - will not fit on a 38 chest & smaller - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER

\*\* Half Hi Bellows Pockets - 7" x 10" x 2" with take up straps above pockets moved forward & radio pocket in chest position - will not fit on 25 front length & shorter - A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER

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## Honeywell First Responder Products Clothing Specification Quote

2019 Price

<b>Expires</b> 7/31/2020	<b>Fire Dept.</b> Missouri City FD TXMOCY	
<b>Delivery</b> 45-60 Day Ctrt	<b>Dealer</b> Delta Industrial Service & Supp DELJET	

**Specid:** TXMOCY00105      **Spec Date:** 03/04/20      **Quote #:** 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

<b>LTO62HNPDP - LTO 62HN Pants Gold</b>		<u>Price</u>
REFRESH	**REENGINEERED**	0.00
REV1	*** Revision 1 ***	0.00
LTOPOS62D	LTO Pant Outer Shell -7 osy PBI Max - Gold	856.14
LTOPTLH	LTO Pant Thermal Liner -6.8 osy Glide PBI G2	525.03
LTOPMBN	LTO Pant Moisture Barrier -5.2 osy Stedair Gold	441.43
IPLP	(O21) Std -Inspection Port Liner	0.00
LNDP	Std -Liner Detachable	0.00
TR-DSSP	Std -Trim Double-Stitched	0.00
TRP308M-TL	(T03) Trim -(8) 3" Cuff/Hi-viz /(3") Seam -lime 2-tone SL	123.30
CLNFV2Z1S-62D	(J10) Narrow Fly -2" Velcro/Zipper - No Hook - 1 Snap	37.84
CFAN-ARB	(O03) Angled Cuffs - Arashield - Black	35.44
CFPC-ARB	(M27) Pant Cuffs - Arashield - Black	59.65
KNBF-62D	(K05) BiFlex Heat Channel Knees - PBI Max - Gold	180.79
KNBFH-ARB	(K54) Horizontal Strips in BiFlex knees to be Arashield - Black	9.65
PKBLP1-62D	Bellows Pocket (1) - PBI Max - Gold	99.92
	-- left leg	
	-- 9 x 9 x 1.5	
PKBLP1-62D	Bellows Pocket (1) - PBI Max - Gold	99.92
	-- right leg	
	-- 9 x 9 x 1.5	
	- OK to move back to accomodate radio pocket on smaller size pants	
PKRD-62D	Radio Pocket - PBI Max - Gold	87.82
	-- Near Right Bellows Pocket	
	-- 8 x 3 x 2	
	- Place in front of the bellows pocket	
PKRD-FNR	Notch Flap -Right	6.60
OPSSA	Snap Style Suspender Attachment	29.69
RSLADKV	Ladder Escape Belt - Kevlar	210.65
RSLADLOWR	(H16) R/L Life Grip Ladder/Escape Pant Adapt Lower Placement	170.08
SPDFSQI	Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed	89.84
SPP	Suspender Padding	9.83

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

**Honeywell First Responder Products  
Clothing Specification Quote**

2019 Price

---

<b>Expires</b> 7/31/2020	<b>Fire Dept.</b> Missouri City FD TXMOCY	
<b>Delivery</b> 45-60 Day Ctrt	<b>Dealer</b> Delta Industrial Service & Supp DELJET	
<b>Specid:</b> TXMOCY00105	<b>Spec Date:</b> 03/04/20	<b>Quote #:</b> 81171TXMOCY

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

---

LTO62HNPD - LTO 62HN Pants Gold

**Total List Price of Spec**

Price

**3,073.62**

\*28 WAIST & LARGER

HGAC Contract

Spec Limitations

Ladder Belt Adaptation will not fit on a 26 waist & smaller - A SPEC  
MUST BE CREATED PRIOR TO SUBMITTING ON ORDER

---

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you Receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council

**Agenda Item:** 6(e) Consider authorizing the renewal of Comcast Contract for P2P and Internet Connections.

**Submitted by:** Sedrick Cole, IT Director

### SYNOPSIS

Staff is requesting the renewal of existing Comcast contract for 36 months. Comcast currently provides the Point to Point connection via Ethernet Private Line between all city buildings and internet connection at the two datacenters.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

This item is seeking city council authorization of a multi-year service contract in accordance with §2-102 *Signatory Authorities and Approval Thresholds* of the 2017 City of Missouri City Procurement Policy, for a purchase over \$50,000. This internet service contract is before council due to the contract being extended for three (3) years with a monthly increase of 6.8%, or it will increase from \$11,014 to \$11,759.50 per month. The new annual amount will be \$141,114.

The request is to renew and extend the current Comcast renewal for additional 36 months to continue utilizing the existing Point to Point connection via Comcast Ethernet Private Line (EPL) service between all city buildings and the existing internet connectivity. EPL delivers high-performance, secure connections between two sites. It serves as a modern alternative to traditional TDM private lines, and older packet technologies like Frame Relay. Ideal for mission-critical, sensitive data applications, EPL allows the city to bypass the public Internet and securely transmit traffic over a private connection, backed by a Service Level Agreement. EPL also enables the City to maximize application performance by assigning a higher transmission priority to the most important work flows and applications with its Class of Service functionality. Dedicated Internet Access is designed for businesses that need greater Internet capacity and a dedicated connection between their existing Local Area Network (LAN) and the public Internet. Staff was able to negotiate doubling the speed for most sites to accommodate better access of critical data at those respective sites.

### BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
General Fund	101-53505-18-170	N/A	\$1,518,974.00	\$1,194,679.70	\$5,215.00

\*The original amount of \$11,014.50/month for the contract was approved in the FY20 Budget. Staff requesting the additional cost for the bandwidth increase.

**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. Comcast Renewal Sales order.

### STAFF'S RECOMMENDATION

**Recommended Action:**

Staff recommends city council authorize the three (3) year renewal of the Comcast contract for Ethernet Private Line and EDI.

**Director Approval:**

**Sedrick Cole, IT Director**

**Interim City Manager**

**Assistant City Manager Approval:**

**Bill Atkinson**

MSA ID#: TX-151264-BTuck

SO ID#: TX-151264-BTuck-15877164

Account Name: City of Missouri City

**CUSTOMER INFORMATION (for notices)**

Primary Contact: <u>Jobi Mathew</u>	Billing Account Name: <u>City of Missouri City</u>	INVOICE ADDRESS
Title: <u>IT Manager</u>	Billing Name: <u>(3rd Party Accounts)</u>	Address 1: <u>1522 Texas Parkway</u>
Address 1: <u>3845 Cartwright Rd</u>	Billing Contact: <u>Jobi Mathew</u>	Address 2: _____
Address 2: _____	Title: <u>IT Manager</u>	City: <u>Missouri City</u>
City: <u>Missouri City</u>	Phone: <u>281.403.8960</u>	State: <u>TX</u>
State: <u>TX</u>	Cell: _____	Zip Code: <u>77489</u>
Zip: <u>77459</u>	Fax: _____	Tax Exempt: <u>Yes</u>
Phone: <u>281.403.8960</u>	Email: <u>jmathew@missouricitytx.gov</u>	* If Yes, please provide and attach all applicable tax exemption certificates.
Cell: _____		
Fax: _____		
Email: <u>jmathew@missouricitytx.gov</u>		

**SUMMARY OF CHARGES (Details on following pages)**

Service Term (Months): <u>36</u>	
<b>SUMMARY OF SERVICE CHARGES*</b>	<b>SUMMARY OF STANDARD INSTALLATION FEES*</b>
Current Monthly Recurring Charges: <u>\$11,014.50</u>	Total Standard Installation Fees: <u>\$0.00</u>
Current Trunk Services Monthly Recurring Charges: <u>\$0.00</u>	Total Trunk Services Standard Installation Fees: <u>\$0.00</u>
<b>Total Current Monthly Recurring Charges (all Services): <u>\$11,014.50</u></b>	<b>Total Standard Installation Fees (all Services): <u>\$0.00</u></b>
Change Monthly Recurring Charges: <u>\$745.00</u>	<b>SUMMARY OF CUSTOM INSTALLATION FEES*</b>
Change Trunk Services Monthly Recurring Charges: <u>\$0.00</u>	Total Custom Installation Fee: <u>\$0.00</u>
<b>Change Monthly Recurring Charges (all Services): <u>\$745.00</u></b>	
Total Monthly Recurring Charges: <u>\$11,759.50</u>	<b>SUMMARY OF MONTHLY EQUIPMENT FEES</b>
Total Trunk Services Monthly Recurring Charges: <u>\$0.00</u>	Current Ethernet Services Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
<b>Total Monthly Recurring Charges (all Services): <u>\$11,759.50</u></b>	Current Trunk Services Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
	<b>Current Equipment Fee Monthly Recurring Charges (All Services): <u>\$0.00</u></b>
	Change Ethernet Services Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
	Change Trunk Services Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
	<b>Change Equipment Fee Monthly Recurring Charges (All Services): <u>\$0.00</u></b>
	Total Ethernet Service Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
	Total Trunk Service Equipment Fee Monthly Recurring Charges: <u>\$0.00</u>
	<b>Total Equipment Fee Monthly Recurring Charges (All Services): <u>\$0.00</u></b>

Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

**GENERAL COMMENTS**

Renewal/Upgrade current EPL 1 x 1000M \$2,054; 6 x 50M \$679; 1 x 5M \$375; EDI 400M \$3,742 & 50M \$769.50 = Total MRC \$11,014.50. Propose EPL 1 x 2000M \$2,399; 2 x 200M \$799; 4 x 100M \$719; 1 x 5M \$375; EDI 1000M \$3,742 & 50M \$769.50 = Total MRC \$11,759.50

**AGREEMENT**

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature: _____	Signature: _____	Sales Rep: <u>Jim Segovia</u>	
Name: _____	Name: _____	Sales Rep E-Mail: <u>jim_segovia@comcast.com</u>	
Title: _____	Title: _____	Region: <u>Houston</u>	
Date: _____	Date: _____	Division: <u>West</u>	



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: **City of Missouri City**

Date: **2/21/2020**

MSA ID#: **TX-151264-BTuck**

SO ID#: **TX-151264-BTuck-15877164**

Short Description of Service:

Renewal/Upgrade

Service Term: **36 MONTHS**

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#### Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	Ethernet Network Interface - Gig E	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$422.50)	\$0.00
002	Renew	Remove	Ethernet Network Interface - Gig E	Port	-	Missouri City / 1522 Texas Parkway	Interstate	1	(\$422.50)	\$0.00
003	Renew	Remove	EPL - Basic Network Bandwidth	1000 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 1522 Texas Parkway	Interstate	1	(\$1,209.00)	\$0.00
004	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
005	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 2701 Cypress Point Dr	Interstate	1	(\$105.00)	\$0.00
006	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2701 Cypress Point Dr	Interstate	1	(\$469.00)	\$0.00
007	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
008	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 2880 La Quinta Dr	Interstate	1	(\$105.00)	\$0.00
009	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2880 La Quinta Dr	Interstate	1	(\$469.00)	\$0.00
010	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
011	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 12043 McIn Blvd	Interstate	1	(\$105.00)	\$0.00
012	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 12043 McIn Blvd	Interstate	1	(\$469.00)	\$0.00
013	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
014	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 2496 Texas Pkwy	Interstate	1	(\$105.00)	\$0.00
015	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2496 Texas Pkwy	Interstate	1	(\$469.00)	\$0.00
016	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
017	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 5955 Sienna Pkwy	Interstate	1	(\$105.00)	\$0.00
018	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 5955 Sienna Pkwy	Interstate	1	(\$469.00)	\$0.00
019	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$105.00)	\$0.00
020	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 190 Waters Lake Blvd	Interstate	1	(\$105.00)	\$0.00
021	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 190 Waters Lake Blvd	Interstate	1	(\$469.00)	\$0.00
022	Renew	No Change	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$0.00	\$0.00
023	Renew	No Change	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 15503 Brown Rd	Intrastate	1	\$0.00	\$0.00
024	Renew	No Change	EPL - Basic Network Bandwidth	5 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 15503 Brown Rd	Intrastate	1	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$747.35	\$0.00
027	Renew	Add	Ethernet Network Interface - 10 Gig	Port	-	Missouri City / 1522 Texas Parkway	Intrastate	1	\$747.35	\$0.00
028	Renew	Add	EPL - Basic Network Bandwidth	2000 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 1522 Texas Parkway	Intrastate	1	\$904.30	\$0.00
029	Renew	Add	Ethernet Network Interface - Gig E	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$212.85	\$0.00
030	Renew	Add	Ethernet Network Interface - Gig E	Port	-	Missouri City / 2701 Cypress Point Dr	Intrastate	1	\$212.85	\$0.00
031	Renew	Add	EPL - Basic Network Bandwidth	200 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2701 Cypress Point Dr	Intrastate	1	\$373.30	\$0.00
032	Renew	Add	Ethernet Network Interface - Gig E	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$212.85	\$0.00
033	Renew	Add	Ethernet Network Interface - Gig E	Port	-	Missouri City / 2880 La Quinta Dr	Intrastate	1	\$212.85	\$0.00
034	Renew	Add	EPL - Basic Network Bandwidth	200 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2880 La Quinta Dr	Intrastate	1	\$373.30	\$0.00
035	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$83.60	\$0.00
036	Renew	Add	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 12043 McIn Blvd	Intrastate	1	\$83.60	\$0.00
037	Renew	Add	EPL - Basic Network Bandwidth	100 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 12043 McIn Blvd	Intrastate	1	\$551.79	\$0.00
038	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$83.60	\$0.00
039	Renew	Add	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 2496 Texas Pkwy	Intrastate	1	\$83.60	\$0.00
040	Renew	Add	EPL - Basic Network Bandwidth	100 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 2496 Texas Pkwy	Intrastate	1	\$551.79	\$0.00
041	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$83.60	\$0.00
042	Renew	Add	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 5955 Sienna Pkwy	Intrastate	1	\$83.60	\$0.00
043	Renew	Add	EPL - Basic Network Bandwidth	100 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 5955 Sienna Pkwy	Intrastate	1	\$551.79	\$0.00
044	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Missouri City / 3845 Cartwright Rd	-	Intrastate	1	\$83.60	\$0.00
045	Renew	Add	Ethernet Network Interface - 10 / 100	Port	-	Missouri City / 190 Waters Lake Blvd	Intrastate	1	\$83.60	\$0.00
046	Renew	Add	EPL - Basic Network Bandwidth	100 Mbps	Missouri City / 3845 Cartwright Rd	Missouri City / 190 Waters Lake Blvd	Intrastate	1	\$551.79	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	Renew	Remove	EDI - Network Interface - Gig E	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	\$0.00	\$0.00
049	Renew	Remove	EDI - Bandwidth	400 Mbps	Missouri City / 3845 Cartwright Rd	-	Interstate	1	(\$3,742.00)	\$0.00
050	Renew	Add	EDI - Network Interface - Gig E	Port	Missouri City / 3845 Cartwright Rd	-	Interstate	1	\$0.00	\$0.00

\* Services Location Details attached Charges are Exclusive of Equipment Fees

**PAGE 2 SUBTOTAL:** (\$2,997.00) \$0.00



## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICES AND PRICING

Account Name: City of Missouri City  
 MSA ID#: TX-151264-BTuck

Date: 2/21/2020  
 SO ID#: TX-151264-BTuck-15877164

PAGE 3 of X

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
051	Renew	Add	ED1 - Bandwidth	1000 Mbps	Missouri City / 3845 Cartwright Rd	-	Interstate	1	\$3,742.00	\$0.00
052	-	-	-	-	-	-	-	-	\$0.00	\$0.00
053	Renew	No Change	ED1 - Network Interface - 10 / 100	Port	Missouri City / 1522 Texas Parkwa	-	Interstate	1	\$0.00	\$0.00
054	Renew	No Change	ED1 - Bandwidth	50 Mbps	Missouri City / 1522 Texas Parkwa	-	Interstate	1	\$0.00	\$0.00
055	-	-	-	-	-	-	-	-	\$0.00	\$0.00
056	-	-	-	-	-	-	-	-	\$0.00	\$0.00
057	-	-	-	-	-	-	-	-	\$0.00	\$0.00
058	-	-	-	-	-	-	-	-	\$0.00	\$0.00
059	-	-	-	-	-	-	-	-	\$0.00	\$0.00
060	-	-	-	-	-	-	-	-	\$0.00	\$0.00
061	-	-	-	-	-	-	-	-	\$0.00	\$0.00
062	-	-	-	-	-	-	-	-	\$0.00	\$0.00
063	-	-	-	-	-	-	-	-	\$0.00	\$0.00
064	-	-	-	-	-	-	-	-	\$0.00	\$0.00
065	-	-	-	-	-	-	-	-	\$0.00	\$0.00
066	-	-	-	-	-	-	-	-	\$0.00	\$0.00
067	-	-	-	-	-	-	-	-	\$0.00	\$0.00
068	-	-	-	-	-	-	-	-	\$0.00	\$0.00
069	-	-	-	-	-	-	-	-	\$0.00	\$0.00
070	-	-	-	-	-	-	-	-	\$0.00	\$0.00
071	-	-	-	-	-	-	-	-	\$0.00	\$0.00
072	-	-	-	-	-	-	-	-	\$0.00	\$0.00
073	-	-	-	-	-	-	-	-	\$0.00	\$0.00
074	-	-	-	-	-	-	-	-	\$0.00	\$0.00
075	-	-	-	-	-	-	-	-	\$0.00	\$0.00
076	-	-	-	-	-	-	-	-	\$0.00	\$0.00
077	-	-	-	-	-	-	-	-	\$0.00	\$0.00
078	-	-	-	-	-	-	-	-	\$0.00	\$0.00
079	-	-	-	-	-	-	-	-	\$0.00	\$0.00
080	-	-	-	-	-	-	-	-	\$0.00	\$0.00
081	-	-	-	-	-	-	-	-	\$0.00	\$0.00
082	-	-	-	-	-	-	-	-	\$0.00	\$0.00
083	-	-	-	-	-	-	-	-	\$0.00	\$0.00
084	-	-	-	-	-	-	-	-	\$0.00	\$0.00
085	-	-	-	-	-	-	-	-	\$0.00	\$0.00
086	-	-	-	-	-	-	-	-	\$0.00	\$0.00
087	-	-	-	-	-	-	-	-	\$0.00	\$0.00
088	-	-	-	-	-	-	-	-	\$0.00	\$0.00
089	-	-	-	-	-	-	-	-	\$0.00	\$0.00
090	-	-	-	-	-	-	-	-	\$0.00	\$0.00
091	-	-	-	-	-	-	-	-	\$0.00	\$0.00
092	-	-	-	-	-	-	-	-	\$0.00	\$0.00
093	-	-	-	-	-	-	-	-	\$0.00	\$0.00
094	-	-	-	-	-	-	-	-	\$0.00	\$0.00
095	-	-	-	-	-	-	-	-	\$0.00	\$0.00
096	-	-	-	-	-	-	-	-	\$0.00	\$0.00
097	-	-	-	-	-	-	-	-	\$0.00	\$0.00
098	-	-	-	-	-	-	-	-	\$0.00	\$0.00
099	-	-	-	-	-	-	-	-	\$0.00	\$0.00
100	-	-	-	-	-	-	-	-	\$0.00	\$0.00
101	-	-	-	-	-	-	-	-	\$0.00	\$0.00
102	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached Charges are Exclusive of Equipment Fees

**PAGE 3 SUBTOTAL:** \$3,742.00 \$0.00





**Council Agenda Item  
March 16, 2020**

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

March 16, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Consider authorizing a request by the Exchange Club of Fort Bend to display Child Abuse Awareness signs along Highway 90A and Present Street  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

### SYNOPSIS

The Fort Bend Exchange Club, has requested permission to display signs in the Highway 90A median, east of the Present Street intersection, to raise awareness of child abuse. The Exchange Club has made this same request for the past several years. The signs would be located for the month of April.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The proposed signs would be part of an awareness display to consist of 4 signs, placed successively in the median (Burma Shave style) and leading to a display of white stakes with blue ribbons. The display of stakes will be in the median in the City of Stafford.

The proposed display of signs is not consistent with the City's sign regulations, particularly, signs permitted for charitable, civic, and nonprofit special events. Section 13.12.N, provides that signs for charitable, civic, or nonprofit special events may be located at each primary entrance to the event and a single sign, no larger than 32 square feet, may be located at seven permitted intersections throughout the city. The location requested is not a permitted intersection.

The awareness display has been located previously within the City as well as the City of Stafford. The City's approval to place such signs would not waive any regulations set forth by TxDOT. The applicant must agree to proceed with any permitting requirements set forth by TxDOT.

### BUDGET ANALYSIS

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

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

### SUPPORTING MATERIALS

1. Diagram of sign placement and awareness display from previous years
2. Photos of the signs and awareness display from previous years

## STAFF'S RECOMMENDATION

Approve the location of signs as requested by the Fort Bend Exchange Club for the month of April. This is an unusual event and is part of a larger display located in the City of Stafford. City Council has approved a similar display in recent years.

**Director Approval:**

**Otis Spriggs, AICP, Director of Development Services**

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

**Glen A. Martel, Assistant City Manager**

SIGNS

STAFFORD

MO. CITY

SIGNS



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**APRIL IS  
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STATE DEPARTMENT OF  
SOCIAL SERVICES

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**THE EXCHANGE CLUBS OF  
FORT BEND & ROSENBERG**



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 16, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Authorize the Interim City Manager to execute a contract with Construction Masters of Houston, Inc. for Fire Station 1 Renovations.  
**Submitted by:** Eugene Campbell, Jr., Fire Chief

**SYNOPSIS**

Staff requests authorization for the Interim City Manager to execute a contract with Construction Masters of Houston, Inc. for Fire Station 1 Renovations.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Create a great place to live
- Develop a high performing City team

**BACKGROUND**

This item is seeking city council authorization to purchase in accordance with §2-102 *Signatory Authorities and Approval Thresholds* of the 2017 City of Missouri City Procurement Policy, for a purchase over \$50,000. Further, the item is seeking authorization to purchase the items through cooperative procurement method in accordance with §3-106 *Cooperative Procurement of the City of Missouri City Procurement Policy*.

In an effort to improve and maintain the fire station in good working condition for all employees, the dorms, kitchen, day room and garage bay are in much need of interior renovations and upgrades.

City staff would like to execute a contract with Construction Masters of Houston Inc., through Harris County Department of Education (HCDE)/Choice Partners Agreement # 15/041JN-04 and our Interlocal agreement with same. This purchase meets all State and Local Purchasing Requirements.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
2019 GO & Refunding Bonds Fund	411-54023-14-404-	40030/Renovation at Fire Station 1	\$100,000.00	\$100,000.00	\$100,000.00
Facility & Public Safety Fund	404-54023-14-404	40030/Renovation at Fire Station 1	\$15,247.74	\$15,247.74	\$15,247.74

**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. Construction Masters Proposals.

**STAFF'S RECOMMENDATION**

**Recommended Action:**

Authorize the Interim City Manager to execute a contract with Construction Masters of Houston, Inc. for Fire Station 1 Renovations in the amount of \$115,247.74

**Director Approval:**

**Eugene Campbell, Jr., Fire Chief**

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

**Bill Atkinson**



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/9/2020

City of Missouri City  
1522 Texas Parkway  
Missouri City, TX 77489  
Attn: Vincent Silva  
Project Manager, CIP  
281-402-8567  
[Vincent.silva@missouricitytx.gov](mailto:Vincent.silva@missouricitytx.gov)

Re: Fire Station #1 Interior Renovations – Total of all Scopes of Work  
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	135,469.11
Discount for Combining Scopes of Work	\$	(7,700.00)
Construction Masters Standard Coefficient (88%)	\$	(15,332.29)
Project Price Subtotal	\$	112,436.82
Performance and Payment Bonds (Pass-thru cost)	\$	2,810.92
Permitting (Pass-thru cost)		
<b>Total Job Order Contract Price</b>	<b>\$</b>	<b>115,247.74</b>

**Scope of Work:** Day Room, Kitchen, Dorms, EMS Supply, Garage Bay, Gear Room, O2 Room & Open Storage

- Includes the scopes of work bid on 1/10/2020 the change orders for the day room and the gear room.
- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report, Unit Summary Report

Thank You for the Opportunity,  
Ed Cudworth  
Construction Masters of Houston



[www.cmhou.com](http://www.cmhou.com)



**Council Agenda Item  
March 16, 2020**

**9. AUTHORIZATIONS**

- (c) Consider authorizing the negotiation and execution of certain cost sharing agreements between the City of Missouri City and Fort Bend County Municipal Utility District Number 47 and Fort Bend County Municipal Utility District Number 48 for the rehabilitation of the Mustang Bayou Wastewater Treatment Plant.
- 

Cover memo – *Forthcoming*



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(a) Disannexation of a 5.36-acre tract of land  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

The owner of a 5.36-acre tract of land has petitioned for the disannexation of the property. This is the first of two readings of the ordinance disannexing the property.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout.

### BACKGROUND

Pursuant to Sections 43.142 and 43.145 of the Texas Local Government Code and Section 2.02 of the City's Home Rule Charter, the Gulf Coast Water Authority (GCWA) has requested that the City of Missouri City disannex an approximate 5.36-acre tract of land owned by GCWA. The Property is currently zoned SD suburban district and is to be developed for estate uses according to the Future Land Use and Character map of the City Comprehensive Plan. The land will be used to maintain a water pumping station.

The land is located within the corporate limits of Missouri City, Texas, north of the Sienna Sports Complex, south of the Sienna Village of Bees Creek subdivision, east of the Brazos River, and west of the Brazos Canal Access. If the land is disannexed, it will be surrounded by Missouri City on all sides. Pursuant to Section 43.057 of the Texas Local Government Code, the City Council of the City of Missouri City will have to find that surrounding the land is in the public interest prior to disannexation.

Notice of the first public hearing was published in the *Fort Bend Independent* on Wednesday, January 29, 2020, and the first public hearing was held on February 10, 2020. Notice of this second public hearing was published on Wednesday, February 5, 2020 in the *Fort Bend Independent*, and the second public hearing was held on February 17, 2020. No individuals spoke for or against the proposed disannexation.

### BUDGET ANALYSIS

The property is currently owned by the GCWA. As such, the City is not currently receiving taxes on the property.

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

### SUPPORTING MATERIALS

1. Ordinance
2. Petition
3. Depiction

**STAFF'S RECOMMENDATION**

**Consider adoption of ordinance.**

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

**GLEN A. MARTEL, ACM**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, DISANNEXING AN APPROXIMATE 5.36-ACRE TRACT OF LAND LOCATED NORTH OF THE SIENNA SPORTS COMPLEX, SOUTH OF THE SIENNA VILLAGE OF BEES CREEK SUBDIVISION, EAST OF THE BRAZOS RIVER, AND WEST OF THE BRAZOS CANAL ACCESS ROAD; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE.**

\* \* \* \* \*

WHEREAS, the Gulf Coast Water Authority (the "Owner"), the owner of an approximate 5.36-acre tract of land, more particularly described on Exhibit "A" attached hereto and located within the corporate limits of Missouri City, Texas, north of the Sienna Sports Complex, south of the Sienna Village of Bees Creek subdivision, east of the Brazos River, and west of the Brazos Canal Access Road (the "Property") has petitioned the City of Missouri City (the "City") to disannex and detach such land from the City in accordance with Sections 43.142 and 43.145 of the Texas Local Government Code and Section 2.02 of the City's Home Rule Charter; and

WHEREAS, at the time of the adoption of this Ordinance, the City of Missouri City has a population more than 4,000; and

WHEREAS, at the time of the adoption of this Ordinance, Fort Bend County and Harris County have populations of more than 205,000; and

WHEREAS, the Property includes at least three contiguous acres that are unimproved and adjoining the municipality; and

WHEREAS, the Owner, on behalf of its agents, heirs, executors, successors, assigns, and administrators, has determined that the amount of property taxes and fees collected by the City during the time the Property has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Property during that same period, and in so determining has released and forever discharged the City from any and all remedies or rights as set forth in law or equity pertaining to such taxes and fees; and

WHEREAS, the City timely published notice and held two public hearings at which persons interested in such disannexation were afforded the opportunity to be heard; and

WHEREAS, the City has determined that the Property is unimproved and is within the vicinity of the City's boundaries; and

WHEREAS, disannexing the Property may cause the Property to be entirely surrounded by the City; and

WHEREAS, pursuant to Section 43.057 of the Texas Local Government Code, the City Council of the City finds that surrounding the Property is in the public interest; and

WHEREAS, the City Council of the City finds that it is in the best interest of the City to grant the petition, disannex the Property as part of the City, and surround the Property; now therefore,

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

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

Section 2. The Property described on Exhibit "A" is hereby disannexed from the municipal boundaries of the City. The Mayor of the City is authorized to enter an order into the records of the City confirming the disannexation of the Property, and City staff members are hereby authorized to do all things reasonably required to implement this Ordinance.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meeting Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions hereof. Such remaining portion or portions shall be and remain in full force and effect. Should this Ordinance for any reason be ineffective as to any part of the area hereby disannexed from the City of Missouri City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of the Ordinance as to all of the remainder of such area. The City Council hereby declares its purpose to disannex from the City of Missouri City every part of the area described in Section 2 of this Ordinance. Provided, further, that if there is included in the general description of territory set out in Section 2 of this Ordinance any land or area which is already not a part of and excluded from the general limits of the City of Missouri City or for which the City of Missouri City does not have legal authority to disannex, the same is hereby excluded and excepted from the territory to be disannexed as fully as if such excluded and excepted area was specifically described herein.

PASSED AND APPROVED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

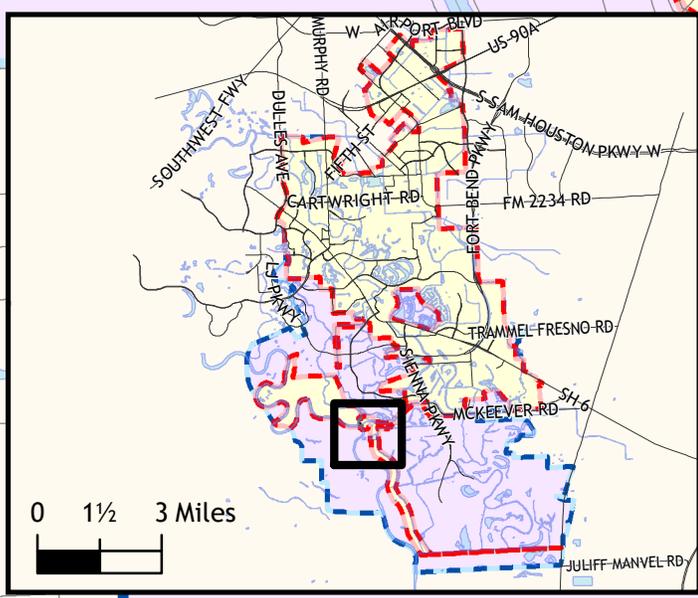
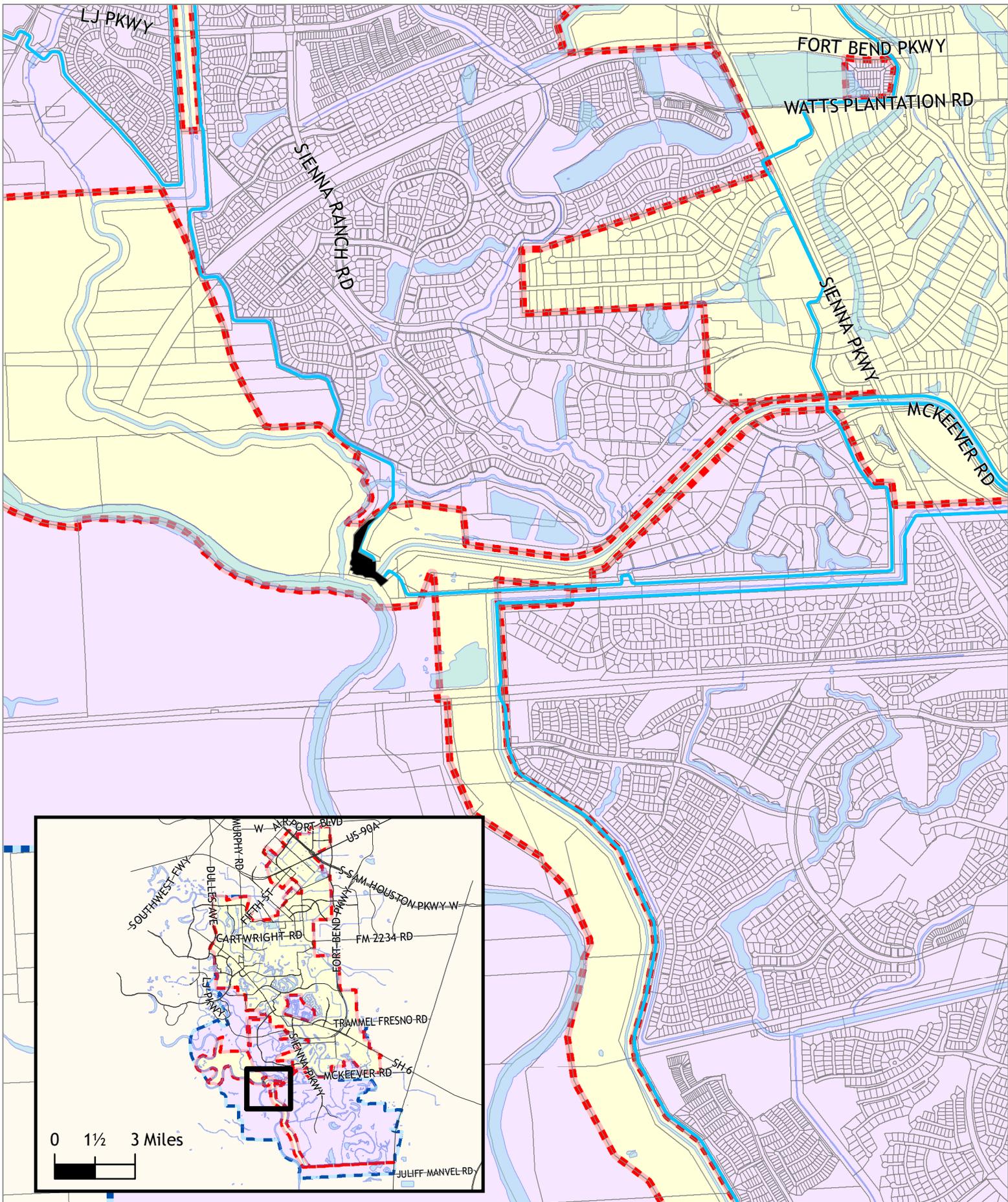
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

Exhibit "A"



Map By:  
GIS Division  
February 2020



**GCWA  
Disannexation**

- GCWA DEANNEXATION
- Parcels

**Legend**

- Levee
- Hydro Features
- City Limits
- ETJ

0 500 1,000 2,000 3,000 Feet  
Geographic Coordinate System North American Datum 1983 (NAD83)  
The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. No guarantee is given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the



Gulf Coast Water Authority

3630 FM 1765

Texas City, Texas 77591

409.935.2438

fax 409.935.4156

January 23, 2020

MAYOR AND COUNCIL  
CITY OF MISSOURI CITY  
CITY HALL  
1522 Texas Parkway  
Missouri City, Texas 77489

RE: GULF COAST WATER AUTHORITY

Mayor and City Council,

Gulf Coast Water Authority is a conservation and reclamation district created by the Texas Legislature. The Authority respectfully requests that the City disannex the property described in Exhibit A, which is used by the Authority as part of its water transport facilities. Attached hereto is the action that the Authority requests.

Gulf Coast Water Authority, on behalf of its agents, heirs, executors, successors, assigns, and administrators, has determined that the amount of property taxes and fees collected by the City during the time the property has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the property during that same period, and in so determining has released and forever discharged the City from any and all remedies or rights as set forth in law or equity pertaining to such taxes and fees.

Respectfully,

A handwritten signature in blue ink that reads "Russell C. Jones". The signature is fluid and cursive, with a large initial "R".

Russell C. Jones  
President, Gulf Coast Water Authority Board of Directors

Exhibit A, attached.



1-28-2020

**HENRY STEINKAMP, INC.**  
Texas Licensed Surveying Firm No. 10005000  
Land Boundary & Topographic Surveying  
909 Fifth Street  
Rosenberg, Texas 77471  
Telephone/Fax 281.342.2241  
email: schodek@yahoo.com

Franklin R. Schodek  
Registered Professional Land Surveyor

James L. Syptak, Sr.  
Registered Professional Land Surveyor

January 16, 2020

A Field Note Description of 5.355 Acres of Land for De-Annexation from the City of Missouri City City Limits being all of the Original Gulf Coast Water Authority's R242991 Call 3.3.584 Acre Tract and 1.771 Acres off of the Westerly end of the Gulf Coast Water Authority's R217726 Call 27.5461 Acre Tract (Volume 194, PAGE 91; Deed Records and Volume 2301, Page 674; Official Records); in the Thomas Barnett League, Abstract No. 7, Fort Bend County, Texas.

Beginning at a capped iron rod stamped "LJA" found marking the Southwest corner of the GCWA to Sienna/Johnson North; LP Part II, 5.317 Acre Tract (FBC 2000009779);

THENCE, North 87deg.21'36" East, along the North line of the Gulf Coast Water Authority's call original 5.0 Acre Tract (Volume 194, Page 91; DRFBCT), 56.0 feet to a point on the centerline of a Levee and marking the Northeast corner of this tract;

THENCE, South, along the centerline of the Levee, 170.58 feet to an angle point;

THENCE, South 53deg.15'07" East, at 29.3 feet begins corner on the Northeast face of a Concrete Headwall, leaving said Headwall at 142.4 feet, in all 249.39 feet to a point in the Northwest line of the Centerpoint Energy Houston Electric, LLC R30718 0.5344 Acre Tract (FBC 2002094441) and marking the East corner of this tract;

THENCE, South 51deg.14'14" West, along said Northwest line of said Centerpoint Energy Houston Electric, LLC Tract, 157.25 feet to a point for corner on the North Bank of the Brazos River and marking the South corner of this tract;

THENCE, Northwesterly along the North Bank of the Brazos River with the following courses and distances:

North 39deg.09'36" West, 110.0 feet to an angle point;  
North 42deg.40'01" West, 46.95 feet to an angle point;  
North 57deg.53'07" West, 43.53 feet to an angle point;  
North 82deg.46'07" West, 55.99 feet to an angle point;  
North 89deg.38'39" West, 62.46 feet to an angle point;  
North 54deg.29'52" West, 50.0 feet to an angle point;  
North 80deg.30'33" West, 54.89 feet to an angle point;  
South 88deg.21'40" West, 43.53 feet to an angle point;  
North 66deg.30'52" West, 44.75 feet to an angle point;  
North 81deg.11'24" West, 25.69 feet to an angle  
point; North 14deg.18'50" West, 7.01 feet to an angle  
point;

Page 2.

5.355 Acres

Thomas Barnett League, Ab. 7

Fort Bend County, Texas.

THENCE, Northerly along the Top East Bank of the Steepbank Creek with the following courses and distances:

North 24deg.38'09" East, 25.89 feet to an angle point;  
North 46deg.50'34" West, 19.79 feet to an angle point;  
North 67deg.14'40" West, 46.0 feet to an angle point;  
North 22deg.01'16" East, 41.49 feet to an angle point;  
North 70deg.04'41" East, 24.09 feet to an angle point;  
North 04deg.11'37" West, 16.57 feet to an angle point;  
North 46deg.51'20" West, 43.63 feet to an angle point;  
North 00deg.57'22" East, 48.25 feet to an angle point;  
North 28deg.05'14" East, 47.49 feet to an angle point;  
North 10deg.00'53" West, 52.76 feet to an angle point;  
North 09deg.23'12" East, 48.84 feet to an angle point;  
North 26deg.30'35" East, 66.36 feet to an angle point;  
North 03deg.45' East, 233.0 feet to an angle point;  
North 39deg. East, 171.0 feet to an angle point;  
North 49deg.20' East, 172.75 feet to a point marking the Northerly Northwest corner of this tract:

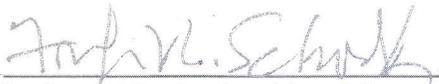
THENCE, North 68deg.43'32" East, 157.88 feet to a point marking the Northerly Northeast corner of this tract:

THENCE, South 45deg.48'37" West, along the Westerly line of the GCWA to Sienna/Johnson North, LP Part II-5.317 Acre Tract (FBC 2000009779), 212.17 feet to an angle point;

THENCE, South 21deg.25'36" West, 463.58 feet along said Westerly line of said 5.317 Acre Tract to a point marking a re-entrant corner of this tract:

THENCE, South 60deg.57'04" East, along a South line of said 5.317 Acre Tract 272.41 feet to a point for corner:

THENCE, South 02deg.38'24" East, 21.26 feet along a West line of said call 5.317 Acre Tract to the place of beginning and containing 5.355 Acres of Land.

Signed:   
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, based on field surveys by our Firm dated August 23, 2018 and March 18, 2109.



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(b) Consideration and approval of an ordinance authorizing sale of Series 2020 Certificates of Obligation in the not to exceed aggregate principal amount of \$11,000,000.  
**Submitted by:** Allena Portis, Director of Financial Services

### SYNOPSIS

Approval of this ordinance will authorize the issuance of Certificates of Obligation to provide funding for projects included in the FY2020 Capital Improvement Plan. A notice of intent to sell Certificates of Obligation in the principal amount of \$11,000,000 was approved by City Council on January 21, 2020 and published in a local newspaper on January 29, 2020 and February 5, 2020 in compliance with State Statute.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Have quality development through buildout

### BACKGROUND

This ordinance is being presented for consideration by City Council in accordance with Local Government Code, Chapter 271. The City Council may issue COs after publishing a "Notice of Intent". This is a legal notice that informs voters of the planned debt issue and gives them 45 days to petition the Council for an election. If the City Council does not receive a petition, the COs may be issued. If a petition of 5% of the voters is presented, the COs may not be issued until an election is held. The notices were published in the Independent on January 29, 2020 and February 5, 2020. To date, no petition has been presented. Certificates of Obligation (CO) are debt instruments available to the city. While very similar to "general obligation bonds", COs do not require voter approval. This type of debt is recommended because it is the most cost effective method of financing. Similar to general obligation bonds, COs are 'backed' by the full faith and credit of the City, resulting in lower interest cost than "revenue bonds".

The Certificates of Obligation will be issued for the purpose of funding the administrative build out of Fire Station #6 with accompanying fire apparatus, the expansion of the Mustang Bayou Plant, matching contribution to Fort Bend County Mobility bond projects and professional fees related to the sale of the certificates of obligation. This debt issue will be known as City of Missouri City, Texas, Certificates of Obligation, Series 2020.

This ordinance prescribes the terms of the sale that are acceptable to the City and authorizes specified officers to act on behalf of the City in relation to the sale. The parameters of the sale are outlined in Section the ordinance.

### BUDGET ANALYSIS

The pledge for the Certificate of Obligation will be ad valorem taxes with a limited subordinate pledge of certain revenues of the waterworks and sewer system of the City. The intended funding source for debt payments for the Mustang Bayou Plant will be paid by an enterprise fund via user fees, impact fees, and contributions from participating MUDs.

A budget amendment will be presented to Council once the debt has been issued and a new bond fund has been created in the City's accounting system.

**Purchasing Review: N/A**

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

### SUPPORTING MATERIALS

1. Proposed Ordinance

### STAFF'S RECOMMENDATION

**Recommended Action:**

Staff recommends city council approve the ordinance authorizing the sale of Issue 2020 Certificates of Obligation in a principal amount not to exceed \$11,000,000 through a parameter sale.

**Director Approval:**

**Allena Portis, Director of Financial Services**

**Assistant City Manager/**

**Interim City Manager Approval:**

**Bill Atkinson**

ORDINANCE NO. O-20-\_\_\_

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MISSOURI CITY, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 FOR THE CONSTRUCTION OF PUBLIC WORKS AND THE PURCHASE OF A FIRE TRUCK; LEVYING A TAX IN PAYMENT THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES OF OBLIGATION, INCLUDING AUTHORIZING THE PREPARATION AND DISTRIBUTION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS, ONE OR MORE OFFICIAL STATEMENTS AND MATTERS INCIDENT THERETO; AWARDING THE SALE OF THE CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AUTHORIZING AND CONFIRMING THE ENGAGEMENT OF CERTAIN PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF THE CERTIFICATES OF OBLIGATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO.**

\* \* \* \* \*

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the "Act"), the City of Missouri City, Texas, is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sewer system in an amount not to exceed \$10,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in the Fort Bend Independent, a newspaper of general circulation of the City in accordance with the laws of the State of Texas; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any

member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now therefore,

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

## ARTICLE I.

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificate Date" means the date designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

"Certificates" mean the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Missouri City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020."

"City" means the City of Missouri City, Texas.

"City Manager" means the City Manager or the Interim City Manager of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including

applicable regulations, published rulings, and court decisions.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate authorized by Section 3.01 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being June 15 and December 15, commencing December 15, 2020.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the revenues of the System in an amount not to exceed \$10,000 remaining after payment of all operation and maintenance expenses thereof.

"Ordinance" as used herein and in the Certificates means this ordinance authorizing the Certificates.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

"Pricing Certificate" shall mean a certificate or certificates to be signed by the Mayor, the City Manager or the Financial Services Director of the City pursuant to Section 3.02 hereof and delivered to the City Secretary, in substantially the form attached hereto as Exhibit A.

"Pricing Officers" shall mean the Mayor, City Manager, or Financial Services Director of the City.

"Project" means the purposes for which the Certificates are issued as set forth in Section 3.01.

"Record Date" means the last business day of the month preceding such interest payment date.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"System" as used in this Ordinance means the City's combined waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" mean Samco Capital, Inc., to serve as the senior underwriter, Loop Capital Markets LLC and Blaylock Van LLC, to serve together, as co-managers, in connection with the issuance and sale of the Certificates.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Titles and Headings.

The titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

**ARTICLE II.**

**SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND**

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most

recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The City hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due. The Net Revenues shall be deposited to the Interest and Sinking Fund at such time as the Net Revenues are to be applied to the payment of the Certificates.

(e) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XIII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes special funds or accounts to be designated "City of Missouri City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020" Interest and Sinking Fund" (the "Interest and Sinking Fund"), said funds to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.03. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed Ten Thousand Dollars (\$10,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment

of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

### **ARTICLE III.**

## **AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES**

### **Section 3.01. Amount, Purpose, Sale and Authorization.**

(a) The City's certificates of obligation to be designated "City of Missouri City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020," shall be dated April 15, 2020, and are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically §271.041-063, Local Government Code, V.T.C.A, as amended, in the principal amount not to exceed \$11,000,000, for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (1) the construction of public works, more specifically, the construction of utility infrastructure, mobility projects, and build-out of a fire station, and any items related thereto, (2) the purchase of a fire truck, and any items related thereto, and (3) payment of professional services incurred in connection with items (1) and (2).

(b) The issuance of the Certificates is hereby authorized under and in accordance with the provisions hereof, the officers of the City are each hereby authorized to execute, attest, and affix the City's seal to the Certificates and to deliver the Certificates to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts for registration and the Paying Agent/Registrar for authentication, and thereafter to deliver such Certificates to the Underwriter pursuant to the Purchase Agreement authorized in Section 6.01 herein.

Section 3.02. Sale of Certificates.

As authorized by Chapter 1371 Texas Government Code, as amended, the Pricing Officers are hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including any additional designation or title by which the Certificates shall be known, the number of subseries of Certificates to be issued and the principal amount of each subseries, the price at which each series of the Certificates will be sold, the manner in which the Certificates should be delivered, the date or dates (which may be different dates for each series of the Certificates) on which the Certificates shall be sold, the form in which the Certificates shall be issued whether as current interest certificates, as compound interest certificates, or as a combination of current interest certificates and compound interest certificates, any additional designation or title by which the Certificates shall be known, the year or years in which each series of the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount of each series of the Certificates, the rate of interest to be borne by each such maturity, the first interest payment date or compounding date, as the case may be, the dates, prices, and terms, if any, upon and at which each series of the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, or make-whole provisions, and such officers are also hereby authorized to act on behalf of the City in approving all other matters relating to the issuance, sale and delivery of the Certificates and the purchase of a bond insurance policy or policies for all or any portion of the Certificates, all of which shall be specified in one or more purchase agreements (the "Purchase Agreement") for the Certificates substantially in the form approved by the Pricing Officers, in accordance with the terms below:

(a) the price to be paid for each series of the Certificates shall not be less than 90% of the aggregate original principal amount of the current interest certificates plus accrued interest, if any, thereon from their date to their delivery;

(b) the true interest cost rate for any series of Certificate issued under this Ordinance shall not exceed 15%, which rate is not in excess of the maximum rate allowed under Section 1204.006, Texas Government Code;

(c) the aggregate principal amount of each subseries of the Certificates shall not exceed the maximum amount authorized in Section 3.01;

(d) no Certificate shall mature later than June 15, 2047;

(e) each series of the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal

securities in one of the four highest rating categories for long-term obligations;  
and

(f) Any finding by the Mayor, City Manager or the Financial Services Director relating to the sale and delivery of the Certificates shall have the same force and effect as a finding or determination made by the City Council.

The authority granted to the Authorized Officer in this Section shall expire on a date one year from the date of this Ordinance, unless otherwise extended by the City by separate action.

Section 3.03. Date, Denomination, Maturities, and Interest.

The Certificates shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates and mature as set forth in Pricing Certificate and may be transferred and exchanged as set out in this Ordinance. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the bond or certificates in lieu of which they are delivered. The Certificates shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

Section 3.04. Redemption Prior to Maturity.

The Bonds are subject to optional redemption and mandatory redemption as set forth herein.

(a) Optional Redemption. The Certificates maturing on or after June 15, 2030 are subject to redemption at the option of the City on June 15, 2029 or on any date thereafter, in whole or in part, at a redemption price of par plus accrued interest to the date of redemption. The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates be redeemed.

(b) Mandatory Sinking Fund Redemption.

(i) The Certificates designated as "Term Certificates" in the form of certificate in the Pricing Certificate ("Term Certificates"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of certificate contained in the Pricing Certificate.

(ii) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Pricing Certificate.

(iii) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Subsection (c) shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. Notice of any redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond, or portion thereof to be redeemed, at its address as it appeared on the Register on the close of business on the business day next preceding the date of mailing such notice; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/ Registrar shall record in the Register all such redemptions of principal of this Bond or any portion hereof. If a portion of any Bond shall be redeemed, a substitute Bond or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all

as provided in the Ordinance. The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

(c) Conditional Redemption. The City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Defeasance. The City may defease the provisions of this Ordinance and discharge its obligation to the Owners of any or all of the Certificates to pay principal, interest and redemption premium, if any, thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar, or if authorized by Texas law, with any national or state bank having trust powers and having combined capital and surplus of at least \$50 million, or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount and redemption premium, if any, of such bonds being defeased plus interest thereon to the date of maturity or redemption; or (b) pursuant to an escrow or trust agreement, cash and/or direct bonds of, or bonds the principal of and interest on which are guaranteed by or secured by the pledge of direct bonds of the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount and redemption premium, if any, of such bonds being defeased plus interest thereon to the date of maturity or redemption; provided, however, that if any of such bonds being defeased are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such bonds being defeased shall no longer be regarded to be outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

#### Section 3.05. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such alternative banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to

the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Certificates, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.06. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the Form of Certificates, manually executed by the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), or by his duly authorized agent, which certificate is evidence that such Initial Certificate has been duly approved by the Attorney General of the State of Texas (the "Attorney General") and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Underwriters, or its designee, executed by the manual or facsimile signatures of

the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Underwriters or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Underwriters one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.07. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such certificate is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.08. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.09. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with the Securities Exchange Act of 1934.

Section 3.10. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon

the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.11. Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes

whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.12. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively,

in the manner provided in the Representation Letter of the City to DTC.

Section 3.14. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.15. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

#### **ARTICLE IV.**

#### **PAYING AGENT/REGISTRAR**

Section 4.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Certificates. The Paying Agent/Registrar Agreement submitted to this City Council, the form of which is attached hereto as Exhibit B, is hereby approved. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 4.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company

organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 4.03. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 4.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided, that no such resignation shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 4.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that no such termination shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 4.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 4.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 4.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and

all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

## ARTICLE V.

### FORM OF THE CERTIFICATES

#### Section 5.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF MISSOURI CITY, TEXAS  
CERTIFICATES OF OBLIGATION  
SERIES 2020

INTEREST RATE:

MATURITY DATE:

CERTIFICATE  
DATE:

CUSIP NUMBER:

\_\_\_\_\_%

March 1, \_\_\_\_

April 15, 2020

\_\_\_\_\_

The City of Missouri City, Texas (the "City"), in Harris and Fort Bend Counties, State of Texas, for value received, hereby promises to pay to

[\_\_\_\_\_]

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_ MILLION DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of Certificate Date or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on June 15 and December 15 of each year, commencing December

15, 2020.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing funds for certain projects approved by the City and to pay the costs of issuing the Certificates.

The Certificates maturing on and after June 15, 2030 are subject to redemption

at the option of the City on June 15, 2029 or on any date thereafter at a price of par plus interest accrued to the date of redemption. If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.

The Paying Agent/Registrar will select by lot the specific Certificates (or with respect to Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Certificates having the same maturity which have been purchased or redeemed by the City as follows, at least 45 days prior to the mandatory redemption date:

(i) if the City directs the Paying Agent/Registrar to purchase Certificates with money in the Debt Service Fund for the Certificates (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Certificates purchased will be made against the next mandatory redemption installment due, or

(ii) if the City purchases or redeems Certificates with other available moneys, then the principal amount of such Certificates will be credited against future mandatory redemption installments in any order, and in any annual amount, that the City may direct.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an

event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Net Revenues, as defined in the Ordinance, derived by the City from the operation of its combined waterworks and

sewer system in an amount limited to \$10,000; that when so collected, such taxes and Net Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

\_\_\_\_\_  
Mayor,  
City of Missouri City, Texas

\_\_\_\_\_  
City Secretary,  
City of Missouri City, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER            §  
OF PUBLIC ACCOUNTS                    § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS                §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Missouri City, Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

The Bank of New York Mellon Trust  
Company, N.A., as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

\_\_\_\_\_  
Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above," shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
--------------	-------------------------------	----------------------

(Information to be inserted from the schedule in Pricing Certificate)

Section 5.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 5.04. Legal Opinion.

The approving legal opinion of Holland & Knight LLP, Bond Counsel, may be printed on the reverse side of or attached to each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

**ARTICLE VI.**

**SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT**

Section 6.01. Sale of Certificates.

(a) The Certificates are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Purchase Agreement and for the price set out in the Pricing Certificate. The form, terms and provisions of the Bond Purchase Agreement are hereby approved and the City Manager is hereby authorized and directed to execute and deliver such Purchase Agreement upon completion of the terms thereof in accordance with the Pricing Certificate. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably

obtainable. The Certificates shall initially be registered in the name of the representative of the Underwriters, or its designee. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

(b) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates.

(c) The obligation of the Underwriters to accept delivery of the Certificates is subject to the Underwriters being furnished with the final, approving opinion of Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

Section 6.02. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 6.03. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as set out in the Officer's Pricing Certificate.

Section 6.04. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and is confirmed as deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement to add the terms of the Underwriters's bid and

other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Underwriters is hereby approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

## **ARTICLE VII.**

### **INVESTMENTS**

#### Section 7.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any of the funds to be deposited pursuant to Section 6.03 hereof, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

#### Section 7.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 6.03 hereof shall be credited to the account where deposited until the acquisition or construction of the Projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

## **ARTICLE VIII.**

### **PARTICULAR REPRESENTATIONS AND COVENANTS**

#### Section 8.01. Payment of the Certificates.

On or before each Interest Payment Date or any redemption date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause

immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Certificates.

Section 8.02. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

**ARTICLE IX.**

**PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION**

Section 9.01. Provisions Concerning Federal Income Tax.

(a) General. The City intends that the interest on the Certificates be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury Regulations (the "Regulations"). The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the City covenants and agrees to comply with each requirement of this Article; provided, however, that the City will not be required to comply with any particular requirement of this Article if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) compliance with some other requirement set forth in this Article will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's

Opinion will constitute compliance with the corresponding requirement specified in this article.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificates proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of section 148(f) of the Code relating to the

required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys that do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates, or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) **Deliberate Actions.** The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and an opinion of Bond Counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) **Continuing Obligation.** Notwithstanding any other provision of this Ordinance, the City obligations under the covenants and provisions of this Article X will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion from gross income of interest on the Certificates for federal income tax purposes.

## **ARTICLE X.**

### **DEFAULT AND REMEDIES**

#### Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

#### Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

**ARTICLE XI.**

**DISCHARGE**

Section 11.01. Discharge.

The Certificates may be defeased, refunded or discharged in any manner permitted by applicable law.

**ARTICLE XII.**

**CONTINUING DISCLOSURE UNDERTAKING**

Section 12.01. Annual Reports. The City shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(a) If the City changes its Fiscal Year, it will notify each the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Material Event Notices. (a) The City shall notify the MSRB, in a timely manner, of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax exempt status of the Certificates;
- (vii) modifications to rights of Owners;
- (viii) bond calls;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the obligated person;

Note to paragraph (xii): For the purposes of the event identified in paragraph (xii) of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over

substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) the appointment of a successor or additional trustee or the change in the name of the trustee, if material.

(xv) the incurrence of a financial obligation of the City, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

(c) The City reserves the right to file all information and notices required under this Article through the facilities of DisclosureUSA or any other central post office approved by the SEC for such purpose.

#### Section 12.03. Limitations, Disclaimers and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an "obligated person."

The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(a) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(b) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(c) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent

underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

### **ARTICLE XIII.**

#### **ENGAGEMENT OF PROFESSIONALS**

The City Council hereby confirms the prior engagement of (1) Holland & Knight LLP, as Bond Counsel to the City and (2) First Southwest, a division of Hilltop Securities Inc., as Financial Advisor to the City, in connection with the issuance and sale of the Bonds and (3) the engagement of Samco Capital, Inc., to serve as the senior underwriter, Loop Capital Markets LLC and Blaylock Van LLC to serve together as the co-managers, in connection with the issuance and sale of the Certificates.

### **ARTICLE XIV.**

#### **MISCELLANEOUS**

##### **Section 14.01. Changes to Ordinance.**

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

##### **Section 14.02. Partial Invalidity.**

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

##### **Section 14.03. Repealer.**

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

##### **Section 14.04. Individuals Not Liable.**

No covenant, stipulation, obligation or agreement herein contained shall be

deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 14.05. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 14.06. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

PASSED, APPROVED AND ADOPTED on first and final reading this 16th day of March, 2020, with \_\_\_ members voting yes, \_\_\_ members voting no, and \_\_\_ members abstaining.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

\_\_\_\_\_  
Maria Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

Signature Page to Ordinance

**EXHIBIT A**

**FORM OF  
PRICING CERTIFICATE**

CITY OF MISSOURI CITY, TEXAS

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2020

THIS PRICING CERTIFICATE is executed as of \_\_\_\_\_, 2020 by the \_\_\_\_\_, Missouri City Texas (the "City") pursuant to the authorization contained in Ordinance of the City Council of the City adopted on March 16, 2020 (the "Ordinance"), authorizing the issuance of the captioned series of certificates and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Ordinance.

1. Principal Amount, Numbers, Interest Rates and Maturities. The Certificates shall be issued in the total authorized principal amount of \$\_\_\_\_\_. The Certificates shall bear interest from April 16, 2020 (the "Closing Date") and mature on June 15 in each of the years, in the principal installments and shall bear interest at the per annum rates set out in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
_____	\$_____	_____%	_____	\$_____	_____%
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. Purchase Price. The sale of the Certificates is authorized pursuant to the form of Purchase Agreement approved in the Ordinance at the following price:

PRINCIPAL AMOUNT	\$
Plus Original Issue Premium	
Less Original Issue Discount	
Less Underwriter's Discount	
PURCHASE PRICE	\$

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3. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Ordinance, this Pricing Certificate complies with and satisfies the terms and provisions of Sections 3.01 and 3.02 of the Ordinance in accordance with the delegation contained therein.

4. Deposit of Proceeds.

a. All amounts received on the Closing Date as accrued interest on the Certificates from the Certificate Date to the Closing Date, shall be deposited to the Interest and Sinking Fund.

b. \$\_\_\_\_\_ shall be deposited in the funds for the purposes as described in Section 3.01 of the Ordinance.

c. The remaining balance shall be used to pay the costs of issuing the Certificates; provided that any amount representing a rounding or contingency amount shall be applied solely to pay costs of issuance of the Certificates. Amounts remaining after payment of costs of issuance shall be deposited to the Interest and Sinking Fund and applied to the payment of debt service on the Certificates.

5. The undersigned hereby finds, determines and declares that the terms of sale of the Certificates are in the City's best interests and are the most advantageous reasonable attainable by the City.

<EXECUTION PAGE FOLLOWS>

EXECUTED as of this \_\_\_\_\_, 2020.

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[Title]

**EXHIBIT B**

**FORM OF**

**Paying Agent/Registrar Agreement**

## PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this “Agreement”), is entered into as of May 13, 2020, by and between CITY OF MISSOURI CITY, TEXAS (the “Issuer”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent/Registrar (together with any successor in such capacity, the “Bank”), a national banking association duly organized and existing under the laws of the United States of America.

### RECITALS OF THE ISSUER

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Missouri City, Combination Tax and Revenue Certificates of Obligation, Series 2020” (the “Certificates”) in an aggregate principal amount of \$ \_\_\_\_\_ to be issued as registered securities without coupons; and

WHEREAS, all things necessary to make the Certificates the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof; and

WHEREAS, the Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent of the Issuer in paying the principal, redemption premium (if any) and interest on the Certificates, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Certificates; and

WHEREAS, the Issuer and the Bank have duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE I

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

##### SECTION 1.01. Appointment.

(a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Certificates, to pay to the Registered Owners of the Certificates in accordance with the terms and provisions of this Agreement and the Ordinance, the principal of, redemption premium (if any), and interest, on all or any of the Certificates.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Certificates.

(c) The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

SECTION 1.02. Compensation.

In consideration of the fees to be paid to the Paying Agent/Registrar by the City as detailed and described in Exhibit A attached hereto, pursuant to the Ordinance, the Bank agrees to abide by and accept the terms hereof and of the Ordinance relating to the duties of the Paying Agent/Registrar.

ARTICLE II

DEFINITIONS

SECTION 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means The Bank of New York Mellon Trust Company, N.A. duly organized and existing under the laws of the United States of America.

“Certificates” means any one or all of the “\$ \_\_\_\_\_ City of Missouri City, Combination Tax and Revenue Certificates of Obligation, Series 2020.”

“Financial Advisor” shall mean Hilltop Securities Inc.

“Issuer” means the City of Missouri City, Texas.

“Ordinance” means the Ordinance of the City Council of the Issuer approved on March 20, 2020, pursuant to which the Certificates are issued.

“Paying Agent” means the Bank when it is performing the functions of paying agent associated with the terms in this Agreement.

“Person” means any individual, corporation, partnership, joint venture, associations, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Registrar” means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Ordinance.

ARTICLE III

DUTIES OF THE BANK

SECTION 3.01. Initial Delivery of Certificates.

The Certificates will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Ordinance. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of

initial delivery, exchange the Certificates initially delivered for Certificates of authorized denominations, registered in accordance with the instructions in such request and the Ordinance.

#### SECTION 3.02. Duties of Paying Agent.

(a) As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest, on each Certificate in accordance with the provisions of the Ordinance.

(b) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the Financial Advisor or the Issuer.

#### SECTION 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Certificates and the exchange, replacement and registration of transfer of the Certificates, in accordance with the provisions of the Ordinance. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

#### SECTION 3.04. Unauthenticated Certificates.

The Issuer shall provide an adequate inventory of unauthenticated Certificates to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Certificates in safekeeping and will use reasonable care in maintaining such Certificates in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own Certificates.

#### SECTION 3.05. Reports.

(a) The Bank will provide the Issuer reports upon request, and these reports will describe in reasonable detail all transactions pertaining to the Certificates and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

### SECTION 3.06. Cancelled Certificates.

All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Certificates previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Bank. All cancelled Certificates held by the Bank shall be treated in accordance with the Bank's document retention policy.

### SECTION 3.07. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

### SECTION 3.08. Money Held by Bank.

(a) Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Certificates.

(b) The Bank shall be under no obligation to pay interest on any money received by it hereunder.

(c) All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

(d) The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the Certificates, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Certificates have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Certificates shall, at its own expense and risk, request such other medium of payment.

## ARTICLE IV

### PAYMENT OF COSTS OF ISSUANCE

#### SECTION 4.01. Costs of Issuance.

The Issuer hereby appoints the Bank as Depository with respect to funds representing costs of issuance (“Costs of Issuance”) in connection with the Bonds. The Bank hereby accepts such appointment as Depository. As Depository, the Bank will receive, hold and disburse the funds received hereunder representing Costs of Issuance as described in this Section. The Issuer agrees to pay the fees and expenses of the Bank in its capacity as Depository and also agrees that the rights and immunities otherwise set forth herein for the Bank in its capacity as paying agent and registrar shall apply equally to the Bank in its capacity as Depository. Amounts paid out on the closing date for the Bonds may be paid based on a closing memorandum delivered in connection with the Bonds. All funds remaining with the Bank in excess of the Cost of Issuance shall be delivered to the Issuer as directed by the closing memorandum.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### SECTION 5.01. May Own Certificates.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent and Registrar for the Certificates.

#### SECTION 5.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

#### SECTION 5.03. Certificate of Interest.

The Bank has delivered the Certificate of Interested Parties Form 1295 and certification of filing generated by the Texas Ethics Commission’s electronic portal, signed by an authorized agent of the Bank, prior to the execution of this Agreement.

#### SECTION 5.04. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

#### SECTION 5.05. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or

delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days written notice.

SECTION 5.06. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 5.07. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

SECTION 5.08. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

SECTION 5.09. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

SECTION 5.10. Ordinance Governs Conflicts.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

SECTION 5.11. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Certificates and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Certificates, including, but not limited to, the books of registration.

SECTION 5.12. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

SECTION 5.13. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

SECTION 5.14. Indemnification.

To the full extent permitted by law, the Issuer agrees to indemnify, defend and hold the Bank harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Bank arising out of or in connection with its acceptance or appointment as Bank hereunder, including attorney's fees and expenses of defending itself against any claim or liability in connection with its performance hereunder, except that the Bank shall not be indemnified for any loss, damage, tax liability, or expense resulting from its own negligence

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MISSOURI CITY, TEXAS

By \_\_\_\_\_  
MAYOR

ADDRESS: 1522 Texas Parkway  
Missouri City, Texas 77489

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

(SEAL)

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent and Registrar

By: \_\_\_\_\_

Title: \_\_\_\_\_

ADDRESS: 2001 Bryan Street, 10th Floor  
Dallas, Texas 75201

**EXHIBIT A**  
**FEE SCHEDULE**  
**REGISTRAR, TRANSFER AGENT, AND PAYING AGENT**

[See Attachment]

## EXHIBIT C

### DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

#### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. The quantitative financial information and operating data with respect to the City of the general type included in the main text of the Official Statement is numbered Tables 1 through 6 and 8 through 15, both inclusive.

#### Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 16, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 10(c) Consideration and approval of an ordinance authorizing sale of General Obligation and Refunding Bonds, Series 2020, in the aggregate principal amount not to exceed \$6,340,000.  
**Submitted by:** Allena Portis, Director of Financial Services

**SYNOPSIS**

The City's Fiscal Year 2020 Capital Improvement Program includes the construction of Fire Station #6. Approval is sought to issue the remaining Fire Station #6 authorization in order to fund the administrative building out of the facility. This debt issue will also refund General Obligation Bonds Series 2010.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City
- Have quality development through buildout

**BACKGROUND**

Council must authorize by ordinance the sale of General Obligation and Refunding Bonds, Series 2020 in an aggregate amount of \$6,340,000 in accordance with

In 2003, 2008 and 2014, the voters approved the sale of general obligation bonds in the amounts and for the purposes shown below. This sale is part of those previously authorized issues.

Purpose	Date Authorized	Bond Amount Authorized	Total Amount Previously Issued	Unissued Balance	Series 2020 Proposed	Remaining Authorization
Parks & Recreation	9/13/2003	15,550,000	15,550,000	-		-
Streets, Bridges & Sidewalks	9/13/2003	28,110,000	28,110,000	-		-
Public Facilities	9/13/2003	2,110,000	2,110,000	-		-
Courts	9/13/2003	1,030,000	1,030,000	-		-
Drainage Improvements	9/13/2003	20,000,000	8,377,000	11,623,000		11,623,000
Public Safety	9/13/2003	8,200,000	8,200,000	-		-
Parks & Recreation	11/4/2008	17,500,000	17,500,000	-		-
Drainage Improvements	5/10/2014	6,500,000	2,550,000	3,950,000		3,950,000
Mobility & Transportation	5/10/2014	22,800,000	22,800,000	-		-
Fire Station 6 Facility Improvements	5/10/2014	5,000,000	4,072,000	928,000	928,000	-
	5/10/2014	5,700,000	1,881,000	3,819,000		3,819,000
<b>Totals</b>		<b>132,500,000</b>	<b>112,180,000</b>	<b>20,320,000</b>	<b>928,000</b>	<b>19,392,000</b>

As shown in the table, the General Obligation Bonds, Series 2020, will fund improvements for Fire Station #6. The projects identified for this bond sale is as follows:

**Fire Station**

Fire Station #6 Design & Construction, more specifically administrative build out \$928,000

The method of the sale being described in the attached ordinance allows the City Council to give authority to certain officials to negotiate with the underwriter to finalize the transaction. This ordinance prescribes the terms of the sale that are acceptable to the City and authorizes specified officers to act on behalf of the City in relation to the sale. The parameters of the sale are outlined in Section 3.01(a) of the ordinance.

**BUDGET ANALYSIS**

The funding source for 2020 G O Bonds will be ad valorem taxes. The total amount of new money issued is \$928,000. The issue also includes refunding Series 2010 Bonds in the amount of \$5,415,000 for an estimated net present value savings of approximately \$487,183 or 9.06%

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

**SUPPORTING MATERIALS**

- Proposed Ordinance

**STAFF'S RECOMMENDATION**

Approve the ordinance authorizing the sale of General Obligation and Refunding Bonds, Series 2020, in a not to exceed principal amount of \$6,340,000 through a parameter sale.

**Director Approval:**

**Allena Portis, Director of Financial Services**

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

**Bill Atkinson**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MISSOURI CITY, TEXAS, GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2020, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,340,000 FOR THE REFUNDING OF CERTAIN BONDS AND FOR THE CONSTRUCTION OF PUBLIC WORKS; LEVYING A TAX IN PAYMENT THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES OF OBLIGATION, INCLUDING AUTHORIZING THE PREPARATION AND DISTRIBUTION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS, ONE OR MORE OFFICIAL STATEMENTS AND MATTERS INCIDENT THERETO; AWARDING THE SALE OF THE CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AUTHORIZING AND CONFIRMING THE ENGAGEMENT OF CERTAIN PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF THE CERTIFICATES OF OBLIGATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO.**

\* \* \* \* \*

WHEREAS, the City of Missouri City, Texas (the "City") is authorized, pursuant to the general laws of the State of Texas, and particularly Chapter 1331, Texas Government Code, as amended, to issue its bonds for the purpose of making certain public facilities improvements, street improvements, drainage improvements, and to pay the costs in connection with the issuance of the Bonds; and

WHEREAS, the issuance of the Bonds herein authorized was approved by the voters of the City at an election which was held for such purpose on May 10, 2014 ("2014 Election"), which was called by the City Council pursuant to Ordinance No. O-14-09 adopted on February 17, 2014; and

WHEREAS, the voters approved the issuance of bonds in the aggregate principal amount of \$40,000,000 for the 2014 Election, \$6,500,000 for drainage improvements ("2014 Drainage Authorization"), \$22,800,000 for mobility improvements ("Mobility Authorization"), \$5,000,000 for the construction of a fire station ("Fire Station Authorization"), and \$5,700,000 for facilities improvements ("2014 Facilities Authorization"); and

WHEREAS, the City has previously issued \$4,072,000 from the 2014 Fire Station Authorization; and

WHEREAS, by this Ordinance the City Council is authorizing the issuance of its bonds in an amount not to exceed the aggregate principal amount of \$928,000, including any premium, which shall be counted against such voted authorizations all of which is to be allocated from the Fire Station Authorization and to pay the costs in connection with the issuance of the Bonds; and

WHEREAS, the principal amount of bonds authorized by the 2014 Election, in connection with Fire Station Authorization, remaining unissued after this issuance is \$0; and

WHEREAS, the City has previously issued and there are presently outstanding certain obligations of the City; and

WHEREAS, the City is authorized, pursuant to the general laws of the State of Texas, and particularly Chapter 1207, Texas Government Code, as amended, to issue its bonds for the purpose of refunding all or a portion of its outstanding bonds; and

WHEREAS, by this Ordinance the City Council is authorizing the issuance of its bonds in an amount not to exceed the aggregate principal amount of \$6,340,000 for the purpose (1) as set forth above in connection with the Fire Station Authorization and (2) refunding the City's outstanding bonds identified and described on **Schedule I** attached hereto and incorporated herein by reference for all purposes (the "Refunded Obligations"); and

WHEREAS, the City Council hereby finds, determines and declares that the refunding of the Refunded Obligations will result in a debt service savings representing a net present value savings for the City and that the issuance of the bonds herein authorized is necessary in order to lower the overall annual debt service requirements of the City; and

WHEREAS, the City is a home-rule municipality that has adopted a charter under Article XI, Section 5 of the Texas Constitution, has a population in excess of 50,000 and has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an "Issuer" under Chapter 1371 of the Texas Government Code, as amended ("Chapter 1371"); and

WHEREAS, pursuant to Chapter 1371, Texas Government Code, as amended, the City desires to delegate the authority to effect the sale of the bonds to the Authorized Officer (hereinafter defined); and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in one or more series at this time; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now therefore;

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly indicates otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means the Mayor, City Manager, or Financial Services Director of the City, who are authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

“Bond” means any of the Bonds.

“Bond Counsel” means Holland & Knight LLP

“Bond Date” means the date designated as the date of the Bonds by Section 3.02 of this Ordinance.

“Bonds” means any of the City’s bonds authorized by this Ordinance and designated as “City of Missouri City, Texas, General Obligation and Refunding Bonds, Series 2020.”

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“City” means the City of Missouri City, Texas.

“City Manager” means the City Manager or the Interim City Manager of the City.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means the entity identified in the Pricing Certificate.

“Escrow Agreement” means that certain Escrow Agreement, dated as of the Closing Date, between the City and the Escrow Agent.

“Escrow Fund” means the fund or funds established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of any agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” means any event of default as set forth in Section 9.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Bond” means the Initial Bond authorized by Section 3.01 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being June 15 and December 15, commencing December 15, 2020.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” as used herein and in the Bonds means this ordinance authorizing the Bonds.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Ordinance.

“Project” means the purposes for which the Bonds are issued as set forth in Section 3.01.

“Record Date” means the close of business on the last business day of the month preceding the applicable Interest Payment Date.

“Refunded Obligations” means the obligations of the City being refunded with a portion of the proceeds of the Bonds as described on Schedule I.

“Register” means the bond register specified in Section 3.09(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.06(b) of this Ordinance.

“Special Record Date” means the Special Record Date prescribed by Section 3.06(b) of this Ordinance.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same becomes due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” mean Samco Capital, Inc., to serve as the senior underwriter, Loop Capital Markets LLC and Blaylock Van LLC, to serve together, as co-managers, in connection with the issuance and sale of the Bonds.

#### Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

#### Section 1.03. Titles and Headings.

The titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

#### Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

## ARTICLE II

### SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

#### Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

#### Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Missouri City, Texas, General Obligation and Refunding Bonds, Series 2020, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

## ARTICLE III

### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

#### Section 3.01. Amount, Purpose and Authorization.

The City's bonds to be designated "City of Missouri City, Texas General Obligation and Refunding Bonds, Series 2020" are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State of Texas, including particularly Chapters 1331, 1207 and 1371, Texas Government Code. Bonds shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Ordinance in the total authorized aggregate principal amount not to exceed \$6,340,000 as set forth in the Pricing Certificate (form of which is attached hereto as **EXHIBIT B**) for the purpose of (1) funding certain drainage improvement needs of the City; (2) funding public safety improvement needs of the City; (3) funding certain mobility improvement needs of the City, (4) funding certain facilities (including a fire station) needs of the City; (5) refunding and defeasing the Refunded Obligations; and (6) paying certain costs related to the issuance of the Bonds and the refunding and defeasing of the Refunded Obligations. Premium from the sale of the Bonds used for (1)-(5) above, if any, will be counted against the amount of bonds authorized by the voters.

#### Section 3.01A. Sale, Execution and Delivery of the Bonds.

As authorized by Chapter 1371, Texas Government Code, as amended, Authorized Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out other procedures specified herein, including agreeing to and stipulating the price at which the Bonds will be sold, the date or dates on which the Bonds will be sold, the years in which the Bonds will mature, the total principal amount of the Bonds and the principal amount to mature in each of such years of maturity, the rate of interest to be borne by each such maturity, the dates, prices and terms, if any, upon which the Bonds will be subject to optional redemption, if applicable, prior to maturity, the purchase of a bond insurance policy or policies, if any, for all or any portion of the Bonds, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (1) the price to be paid for the Bonds shall be not be less than 90% of the aggregate original principal amount of the Bonds;
- (2) none of the Bonds shall bear interest at a rate greater than 15% per annum or in excess of the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (3) prior to delivery, the Bonds to be issued must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations; and
- (4) in connection with each series of Bonds issued in whole or in part for refunding purposes, the refunding of the Refunded Obligations shall produce a net present value debt service savings of at least 4.0% of the principal amount of the Refunded Obligations being refunded with such series of Bonds.

The authority granted to the Authorized Officer in this Section shall expire on a date one year from the date of this Ordinance, unless otherwise extended by the City by separate action.

The issuance of the Bonds is hereby authorized under and in accordance with the Pricing Certificate, the officers of the City are each hereby authorized to execute, attest, and affix the City's seal to the Bonds and to deliver the Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts for registration and the Paying Agent/Registrar for authentication, and thereafter to deliver such Bonds to the Underwriters pursuant to the Bond Purchase Agreement authorized in Section 6.01 herein.

Section 3.02. Designation, Date and Interest Payment Dates.

Bonds shall be designated as the "City of Missouri City, Texas, General Obligation and Refunding Bonds, Series 2020," and shall be dated April 15, 2020. The Bonds shall bear interest at the rates set forth herein, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on each June 15 and December 15, beginning December 15, 2020, until maturity or prior redemption.

If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.03. Numbers Denomination, Interest Rates and Maturities.

The Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth below and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature on June 15 in each of the years and in the amounts as set forth in the Pricing Certificate. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered. The Bonds shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

Section 3.04. Redemption Prior to Maturity.

The Bonds are subject to optional redemption and mandatory redemption as set forth herein.

(a) *Optional Redemption.* The Bonds maturing on or after June 15, 2029 are subject to redemption at the option of the City on June 15, 2028 or on any date thereafter, in whole or in part, at a redemption price of par plus accrued interest to the date of redemption.

The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

(b) *Mandatory Sinking Fund Redemption.*

(i) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(ii) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 3.04(d).

(iii) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to Section 3.04(b)(i) shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

(c) *Partial Redemption.* If less than all of the Bonds are to be redeemed pursuant to this Section, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption at the close of business on the Business Day next preceding the date of mailing such notice.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of a Bond as though it were a single Bond for purposes of selection for redemption.

Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.10 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.10 to the contrary.

(d) *Notice of Redemption.* Notice of any redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond, or portion thereof to be redeemed, at its address as it appeared on the Register on the close of business on the

business day next preceding the date of mailing such notice; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/ Registrar shall record in the Register all such redemptions of principal of this Bond or any portion hereof. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

(e) *Conditional Redemption.* The City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

#### Section 3.05. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by

United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

#### Section 3.06. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly

authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the representative of the Underwriters, or its designee, executed by the manual or facsimile signatures of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the representative of the Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the representative of the Underwriters one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

#### Section 3.07. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

#### Section 3.08. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in

an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

#### Section 3.09. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

#### Section 3.10. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form

surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

Upon issuance of the Initial Bonds, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor

securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

## ARTICLE IV

### PAYING AGENT/REGISTRAR

Section 4.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar Agreement submitted to this City Council, the form of which is attached hereto as Exhibit C, is hereby approved. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 4.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 4.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 4.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 4.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 4.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 4.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 4.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## **ARTICLE V**

### **FORM OF THE BONDS**

Section 5.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such omissions, insertions and variations as may be required by the terms of this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.02. Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF MISSOURI CITY, TEXAS  
GENERAL OBLIGATION AND REFUNDING BONDS  
SERIES 2020

INTEREST RATE:

MATURITY DATE:

CERTIFICATE  
DATE:

CUSIP NUMBER:

\_\_\_\_\_%

June 15, \_\_\_\_

April 15, 2020

\_\_\_\_\_

The City of Missouri City, Texas (the "City"), in Fort Bend and Harris Counties, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on June 15 and December 15 of each year, commencing December 15, 2020.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, N.A.,

as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is dated March 15, 2020 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_<sup>1</sup> (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Bond Ordinance") and an Pricing Certificate executed pursuant to the Bond Ordinance (together with the Bond Ordinance, the "Ordinance") for the purpose of funding certain drainage improvement needs of the City, funding public safety improvement needs of the City, funding certain mobility improvement needs of the City, funding certain facilities needs of the City and to pay the costs of issuing the Bonds.

The Bonds of this series scheduled to mature on and after June 15, 20\_\_ may be redeemed prior to their scheduled maturities, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on June 15, 20\_\_, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

[Bonds maturing on June 15, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued

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<sup>1</sup> Insert from Officer's Pricing Certificate.

to the redemption date, on the dates and in the principal amounts shown in the following schedule:

**\$      Term Bonds Maturing June 15, 20**

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____	\$ _____
_____ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]<sup>2</sup>

Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other

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<sup>2</sup> Delete if Term Bonds are not issued.

evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

\_\_\_\_\_  
City Secretary,  
City of Missouri City, Texas

\_\_\_\_\_  
Mayor,  
City of Missouri City, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER                   §  
OF PUBLIC ACCOUNTS                           § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS                       §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Missouri City, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

The Bank of New York Mellon Trust Company,  
N.A., as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

\_\_\_\_\_  
Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above," shall be deleted and the following will be inserted: "on June 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
-------------	----------------------------------	--------------------------

(Information to be inserted from the Pricing Certificate)

Section 5.04. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.05. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

## ARTICLE VI

### SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS, OFFICIAL STATEMENT

#### Section 6.01. Sale of Bonds and Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Bond Purchase Agreement and for the price set out in the Pricing Certificate. The form, terms and provisions of the Bond Purchase Agreement are hereby approved and the City Manager is hereby authorized and directed to execute and deliver such Bond Purchase Agreement upon completion of the terms thereof in accordance with the Pricing Certificate. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the representative of the Underwriters, or its designee. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Bonds.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official Statement and the preliminary public offering of the Bonds by the Underwriters is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds.

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

#### Section 6.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem necessary to consummate the delivery of the Bonds.

Section 6.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate.

## ARTICLE VII

### INVESTMENTS

Section 7.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 7.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 6.03 hereof shall be credited to the account where deposited until the acquisition or construction of the Projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately

available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 8.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.03. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150, inclusive, of the Code. In particular, the City covenants and agrees to comply with each requirement of this Section 8.03; provided, however, that the City will not be required to comply with any particular requirement of this Section 8.03 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes or (ii) compliance with some other requirement set forth in such Counsel's Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in this Section 8.03.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed or refinanced, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Moreover, the City will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the City will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the City will take all steps necessary to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys that do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three years after the last Bond is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the City's obligations under the covenants and provisions of this Section 8.03 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds exclusion from gross income for federal income tax purposes.

## ARTICLE IX

### DEFAULT AND REMEDIES

#### Section 9.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

#### Section 9.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

#### Section 9.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall

be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE X

### DISCHARGE

#### Section 10.01. Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

## ARTICLE XI

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 11.01. Annual Reports.

(a) The City shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in **Exhibit A** hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in **Exhibit A** hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) that theretofore has been provided to the MSRB or filed with the SEC.

#### Section 11.02. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the City;

Note to paragraph xii: For the purposes of the event identified in paragraph xii of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) the appointment of a successor or additional paying agent/registrars or the change in the name of the paying agent/registrars, if material;
- (xv) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

financial obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City any of which reflect financial difficulties.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.01 of this Ordinance by the time required by such Section.

(c) The City reserves the right to file all information and notices required under this Article through the facilities of DisclosureUSA or any other central post office approved by the SEC for such purpose.

#### Section 11.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent Underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## **ARTICLE XII ENGAGEMENT OF PROFESSIONALS**

### Section 12.01. Engagement of Professionals.

The City Council hereby confirms the prior engagement of (1) Holland & Knight LLP, as Bond Counsel to the City and (2) First Southwest, a division of Hilltop Securities Inc., as Financial Advisor to the City, in connection with the issuance and sale of the Bonds and (3) the engagement of Samco Capital, Inc., to serve as the senior underwriter, Loop Capital Markets LLC and Blaylock Van LLC to serve together as the co-managers, in connection with the issuance and sale of the Bonds.

## **ARTICLE XIII MISCELLANEOUS**

### Section 13.01. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

### Section 13.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.03. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 13.04. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.05. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Bonds, pay the costs of issuance on the Bonds, and effectuate the terms and purposes of this Ordinance.

Section 13.06. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

*[Signature Page Follows]*

PASSED, APPROVED AND ADOPTED on first and final reading this 16th day of March, 2020, with \_\_ members voting yes, \_\_ members voting no, and \_\_ members abstaining.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

\_\_\_\_\_  
Maria Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**SCHEDULE I**

**Refunded Obligations**

<u>Original Dated Date</u>	<u>Original Maturity</u>	<u>Interest Rate</u>	<u>Amount</u>	<u>Call Date</u>
10/15/2010	6/15/2021	3.750%	500,000	6/15/2020
	6/15/2022	4.000%	525,000	6/15/2020
	6/15/2023	4.000%	545,000	6/15/2020
	6/15/2024	4.000%	570,000	6/15/2020
	6/15/2025	4.000%	600,000	6/15/2020
	6/15/2026	4.000%	625,000	6/15/2020
	6/15/2027	4.000%	655,000	6/15/2020
	6/15/2028	4.125%	680,000	6/15/2020
	6/15/2029	4.125%	715,000	6/15/2020
			<u>\$ 5,415,000</u>	

## EXHIBIT A

### DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XI of this Ordinance.

#### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. The quantitative financial information and operating data with respect to the City of the general type included in the main text of the Official Statement is numbered Tables 1 through 6 and 8 through 14, both inclusive.

#### Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

**EXHIBIT B**

**FORM OF  
PRICING CERTIFICATE**

CITY OF MISSOURI CITY, TEXAS

GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2020

THIS PRICING CERTIFICATE is executed as of \_\_\_\_\_, 2020 by the \_\_\_\_\_, Missouri City Texas (the "City") pursuant to the authorization contained in Ordinance of the City Council of the City adopted on May 13, 2020 (the "Ordinance"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Ordinance.

1. Principal Amount, Numbers, Interest Rates and Maturities. The Bonds shall be issued in the total authorized principal amount of \$\_\_\_\_\_. The Bonds shall bear interest from \_\_\_\_\_ (the "Closing Date") and mature on June 15 in each of the years, in the principal installments and shall bear interest at the per annum rates set out in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
_____	\$_____	_____ %	_____	\$_____	_____ %
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. Form of Bond. The Form of Bond as set forth in Exhibit A hereto is hereby approved.

3. Redemption Prior to Maturity. The Bonds are subject to optional [and mandatory] redemption as set forth in Exhibit A.

4. Purchase Price. The sale of the Bonds is authorized pursuant to the form of Bond Purchase Agreement approved in the Ordinance at the following price:

PRINCIPAL AMOUNT	\$
Plus Original Issue Premium	
Less Original Issue Discount	
Less Underwriter's Discount	
PURCHASE PRICE	\$

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5. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Ordinance, this Pricing Certificate complies with and satisfies the terms and provisions of Sections 3.01 and 3.01A of the Ordinance in accordance with the delegation contained therein.

6. Deposit of Proceeds.

a. \_\_\_\_\_ shall be deposited with the Escrow Agent in connection with the Refunded Obligations.

b. \$\_\_\_\_\_ shall be deposited in the funds for the purposes as described in Section 3.01 of the Ordinance.

c. The remaining balance shall be used to pay the costs of issuing the Bonds; provided that any amount representing a rounding or contingency amount shall be applied solely to pay costs of issuance of the Bonds. Amounts remaining after payment of costs of issuance shall be deposited to the Interest and Sinking Fund and applied to the payment of debt service on the Bonds.

7. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds are in the City's best interests and are the most advantageous reasonable attainable by the City.

8. Escrow Agent. U.S. Bank, National Association is hereby appointed Escrow Agent for the purpose of refunding the Refunded Obligations. The Mayor and the City Secretary are hereby authorized and directed to execute the Escrow Agreement on behalf of the City, the term and provisions of which are hereby approved.

<EXECUTION PAGE FOLLOWS>

EXECUTED as of this \_\_\_\_\_, 2020.

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[Title]

**EXHIBIT C**

**PAYING AGENT/REGISTRAR AGREEMENT**

**[Attached]**

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PAYING AGENT/REGISTRAR AGREEMENT

between

CITY OF MISSOURI CITY, TEXAS

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Pertaining to

City of Missouri City, Texas  
General Obligation and Refunding Bonds  
Series 2020

Dated as of May 13, 2020

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Annex A - Schedule of Fees for Service as Paying Agent/Registrar

## PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this “Agreement”), dated as of May 13, 2020, is by and between CITY OF MISSOURI CITY, TEXAS (the “Issuer”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Bank”), a national banking association duly organized and existing under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its General Obligation and Refunding Bonds, Series 2020, dated March 15, 2020 (the “Bonds”), to be issued as registered securities without coupons; and

WHEREAS, all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

WHEREAS, the Issuer desires that the Bank act as the Paying Agent of the Issuer in paying the principal, redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and that the Bank act as Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE I

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

##### Section 1.01. Appointment.

(a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds in paying to the Owners of the Bonds the principal, redemption premium, if any, and interest on all or any of the Bonds.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

##### Section 1.02. Compensation.

(a) As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

## ARTICLE II

### DEFINITIONS

#### Section 2.01. Definitions.

The terms “Agreement,” “Bank,” “Bonds,” and “Issuer” have the meanings assigned them in the recitals hereto. Capitalized terms used herein and not defined herein shall have the meanings assigned in the Bond Ordinance (as hereinafter defined). For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

“Bank Office” means the Bank’s office in Dallas, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Bond Ordinance” means the ordinance of the City Council of the Issuer authorizing the issuance and delivery of the Bonds and the pricing certificate executed pursuant thereto.

“Financial Advisor” means Hilltop Securities Inc., and its successor in that capacity.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Mayor of the Issuer, or any other authorized representative of the Issuer and delivered to the Bank.

“Owner” means the Person in whose name a Bond is registered in the Register.

“Paying Agent” means the Bank when it is performing the functions associated with the terms in this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Bonds” of any particular Bond means every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond (and, for the purposes of this definition, any Bond registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond).

“Record Date” has the meaning assigned in the Bond Ordinance.

“Register” means a register in which the Registrar shall provide for the registration and transfer of Bonds.

“Responsible Officer” means, when used with respect to the Bank, the officer or officers of the Bank with in the corporate trust department having direct responsibility for the administration of this Agreement.

“Stated Maturity” means the date or dates specified in the Bond Ordinance as the fixed date on which the principal of the Bonds is due and payable or the date fixed in accordance with the terms of the Bond Ordinance for redemption of the Bonds, or any portion thereof, prior to the fixed maturity date.

### ARTICLE III

#### PAYING AGENT

##### Section 3.01. Duties of Paying Agent.

(a) The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner, at the Stated Maturity and upon the surrender of the Bond or Bonds so maturing at the Bank Office, the principal amount of the Bond or Bonds then maturing, and redemption premium, if any, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Bonds to each Owner of the Bonds (or their Predecessor Bonds) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payments. The Paying Agent/Registrar shall make such payments in accordance with the Bond Ordinance by computing the amount of interest to be paid each Owner, preparing the checks, and mailing the checks (or other payment method allowed under the terms of the Bond Ordinance) on each Interest Payment Date addressed to each Owner’s address as it appears in the Register at the close of business on the Record Date.

##### Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Bonds at the dates specified in the Bond Ordinance.

### ARTICLE IV

#### REGISTRAR

##### Section 4.01. Transfer and Exchange.

(a) The Bank is hereby appointed “Registrar” for the purpose of registering and transferring the Bonds as herein provided. The Bank agrees to maintain the Register while it is Registrar. The Bank shall keep the Register at the Bank Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Order, the Bank shall provide for the registration and transfer of the Bonds.

(b) The Bonds shall be subject to transfer and exchange as set forth in the Bond Ordinance.

#### Section 4.02. The Bonds.

The Issuer shall provide an adequate inventory of unregistered Bonds to facilitate transfers. The Bank covenants that it will maintain the unregistered Bonds in safekeeping and will use reasonable care in maintaining such unregistered Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

#### Section 4.03. Form of Register.

(a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and currently utilizes at the time.

(b) The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

#### Section 4.04. List of Owners.

(a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) The Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

#### Section 4.05. Cancellation of Bonds.

All Bonds surrendered to the Bank for payment, redemption, transfer, exchange, or replacement, shall be promptly cancelled by it upon the making of proper records regarding such payment, transfer, exchange or replacement. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be disposed of pursuant to the Securities Exchange Act of 1934.

#### Section 4.06. Mutilated, Destroyed, Lost, or Stolen Bonds.

(a) Subject to the provisions and conditions of this Section 4.06, Sections 3.09, 3.10 and 3.12 of the Bond Ordinance, the Issuer hereby instructs the Bank to deliver fully registered Bonds in exchange for or in lieu of mutilated, destroyed, lost, or stolen Bonds as long as the same does not result in an overissuance.

(b) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Bonds and any future substitute blanket bond for lost, stolen, or destroyed Bonds that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Bonds by the Bank is available for inspection by the Issuer on request.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Bonds it has paid pursuant to Section 3.01; Bonds it has delivered upon the transfer or exchange of any Bonds pursuant to Section 4.01; and Bonds it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Bonds pursuant to Section 4.06 of this Agreement.

ARTICLE V

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and in accordance with the Bond Ordinance and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Bonds to pay the Bonds as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the

generality of the foregoing statement, the Bank need not examine the ownership of any Bonds, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in an ordinance, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document supplied by Issuer.

(e) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agents. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

(f) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(g) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

#### Section 5.03. Recitals of Issuer.

(a) The recitals contained herein and in the Bond Ordinance shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner or Owners, or any other Person for any amount due on any Bond except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

#### Section 5.04. May Hold Bonds.

The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

#### Section 5.05. Money Held by Bank.

(a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) The Bank shall be under no liability for interest on any money received by it hereunder.

(c) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed for three years after final maturity of the Bond has become due and payable will be paid by the Bank to the Issuer, and the Owner of such Bond shall thereafter

look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(d) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(e) The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Bonds have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Bonds shall, at its own expense and risk, request such other medium of payment.

#### Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank and its officers, directors, employees, and agents and save them harmless from and against, any and all actions or suits, whether groundless or otherwise, and from any and against any and all loss, liability, or expense incurred without negligence, bad faith or willful misconduct on their part arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article IV of the Bond Ordinance, Article V of the Series 2019A Certificate Ordinance, and Article V of the Series 2019B Certificate Ordinance, including the cost and expense (including the reasonable counsel fees and expenses outside counsel engaged by the Bank; the Issuer shall not be responsible for the salary, expenses or any costs associated with counsel employed by the Bank or any affiliate, subsidiary or parent of the Bank) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

#### Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in a court of competent jurisdiction within the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any person claiming any interest herein.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

#### Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

- (a) if to the Issuer: City of Missouri City, Texas  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: Mayor
  
- (b) if to the Bank: The Bank of New York Mellon Trust Company  
2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Corporate Trust Department

Section 6.04. Bank to Give Notice of Change.

The Bank hereby agrees that it will give notice to the Issuer, the Owners and the Municipal Securities Rulemaking Board of (a) any change in the name of the Bank after the date hereof, (b) any change in the location of the Bank Office or a change in the mailing address of the Bank, and (c) any merger or other change in the corporate structure affecting the name, location and address of the Bank, in each case within ten (10) business days of the effective date of such change.

Section 6.05. Anti-Boycott Verification.

The Bank represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 6.06. Iran, Sudan and Foreign Terrorist Organizations.

The Bank represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or

affiliate of the Bank is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

Section 6.07. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.08. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.09. Separability.

If any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.10. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.11. Entire Agreement.

This Agreement and the Bond Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Bond Ordinance, the Bond Ordinance shall govern.

Section 6.12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.13. Termination.

(a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal, redemption premium, if any, and interest of the Bonds.

(b) This Agreement may be earlier terminated upon 60 days written notice by either party; provided, that, no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement. A resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 60 days after the giving of notice of resignation.

(c) The provisions of Section 1.02 and of Article V shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.14. Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto; provided, however, that the resulting entity must qualify to serve as the Paying Agent/Registrar under the terms of the Ordinance and Texas law. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bond so registered with the same effect as if such successor Bank had itself registered such Bond. The Bank shall notify the Issuer of any changes described in this paragraph in accordance with Section 6.04.

Section 6.15. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.16. Electronic Means.

The Bank shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Bank, or another method or system specified by the Bank as available for use in connection with its services hereunder.); provided, however, that the Issuer shall provide to the Bank an incumbency certificate listing officers with the Issuer to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer, whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank’s understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. To the extent allowed by law, the Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the

risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 6.17. Resignation or Removal of the Bank.

Any time, other than on a day during the forty-five (45) day period preceding any payment date for the Issuer's Bonds, the Bank may resign by giving at least forty-five (45) days' prior written notice to the Issuer; and the Bank's agency shall be terminated and its duties shall cease upon expiration of such forty-five (45) days or such lesser period of time as shall be mutually agreeable to the Bank and the Issuer; provided, however, that no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds. The Issuer agrees that it will use commercially responsible efforts to engage a replacement paying agent/registrar following the receipt of such notice. At any time, following at least forty-five (45) days' prior written notice (or such lesser period of time as shall be mutually agreeable to the Bank and the Issuer) from the Issuer, the Bank may be removed from its agency. Such removal shall become effective upon the expiration of the forty-five (45) day or agreed upon lesser time period, and upon payment to the Bank of all amounts payable to it in connection with its agency, provided, however, that no such termination shall be effective unless a successor paying agent/registrar has assumed the duties of paying agent/registrar with respect to the Bonds. In such event, the Bank shall deliver to the Issuer, or to the Issuer's designated representative, all Bonds and cash belonging to the Issuer and shall furnish to the Issuer, or to the Issuer's designated representative, the register and all other pertinent books and records relating to the Bonds, including reasonably detailed information regarding the status of the Issuer's outstanding Bonds and copies of other pertinent records then in the Bank's possession, reasonably requested by the Issuer.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MISSOURI CITY, TEXAS

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Secretary

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Paying Agent/Registrar

By: \_\_\_\_\_

Title: \_\_\_\_\_

ANNEX A

SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

[Attached]



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(a) Review and Approval of User Fee Study Recommendations  
**Submitted by:** Allena Portis, Director of Financial Services

### SYNOPSIS

The City has been working with Willdan to complete a User Fee Study focused on development related services. Many of these fees are for services that benefit an individual or group, and are not fully supported by tax revenue. The benefits to reviewing and updated these user fees are to:

1. Reduce General Fund subsidy
2. Better support department funding
3. Set realistic expectations for cost recovery

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

### BACKGROUND

This item is for city council's consideration in response to and in conformance with the recently amended Section 214.907, Local government Code as added by House Bill 852 and signed into effect immediately on May 21, 2019. Further, the City Code of Ordinances, establishes that fees and charges under the various articles shall be established by a resolution of the city council.

A presentation on the User Fee Study was given to the Finance and Services Committee on October 10, 2019 and the City Council received a presentation on November 18, 2019. A workshop to engage stakeholders including the development/building community was held on February 27, 2020.

City staff and Willdan analyzed user fees for Planning, Building, Public Works, Engineering, Fire, and Animal Control. Analysis included evaluation of staff involved, time estimates, development of fully burdened hourly rates, citywide overhead, and the calculation of a full cost recovery fee. This level of detail provides the basis for the following:

1. Defensible methodology
2. Compliant fees-for-service
3. Reasonable cost of providing services
4. Cost recovery

The City can legally set fees at a level to recover the full cost of providing these services. The underlying assumption for the user fee is that costs of services benefiting individuals and not the entire community should be borne by the individuals receiving the service. In some instances, it is reasonable to establish Fees that do not recover the full cost, which results in a General Fund subsidy. The City benefits by realigning its user fees by:

1. Reducing General Fund subsidy
2. Better supporting the departments' funding
3. Setting realistic expectations for cost recovery

The study process provided each department the opportunity to propose additions and deletions to their fee schedules, as well as rename, reorganize, and clarify fees imposed. Based on the consultant's analysis, departments have made recommendations on proposed fees. Certain fees have been recommended to increase or decrease to reflect current program costs while other fees will remain unchanged.

### **Highlights of Recommended Fees**

The proposed fees, recommended by City staff, are presented by department. The Fee Study Document included as an attachment contains a description of the fee, current fee amount, full cost of service, and recommended fee for each fee with a proposed change.

City staff considered the following criteria in making fee recommendations:

- Type of permit and service provided
- Current fees
- Sensitivity to public/customers
- Reasonableness of fees/increases
- Comparisons to neighboring jurisdictions, though fees charged by other cities are not necessarily based on the same methodology or cost recovery principles
- City's desire to better balance subsidizing the cost of services

In order to provide consistent guidelines for setting recommended fees, a cost recovery policy was submitted to Council for review in November 2020. Preparing a cost recovery policy is considered a best practice by the Government Finance Officer's Association.

## **SUPPORTING MATERIALS**

1. Proposed Resolution with schedule of fees
2. Changes marked
3. Fee Study Document
4. Stakeholder Meeting Notes: February 27, 2020

## **STAFF'S RECOMMENDATION**

### **Recommended Action:**

Staff recommends Council approve the recommended fee schedules with an effective date of May 1, 2020.

**Director Approval:**

**Allena Portis, Director of Financial Services**

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

**Bill Atkinson**

**RESOLUTION NO. R-20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING AND ADOPTING THE DEVELOPMENT AND PLANNING SCHEDULE OF FEES; REPEALING RESOLUTION NO. R-19-24; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND MAKING CERTAIN FINDINGS RELATING THERETO.**

\* \* \* \* \*

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

Section 1. The fees associated with Development and Planning shall be in the amounts specified in the Schedule of Fees attached hereto as Exhibit "A" and made a part hereof.

Section 2. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 3. Repeal. Resolution No. R-19-24, adopted on July 15, 2019, is repealed as of the effective date of this Resolution. Additionally all other resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 4. That this Resolution will become effective on March 17, 2020.

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

PASSED, APPROVED and ADOPTED this 16th day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

EXHIBIT "A"

SCHEDULE OF FEES

		DESCRIPTION	FEES
<b>I.</b>		<b><u>In General</u></b>	
	<b>A.</b>	<b>Commercial change of occupancy</b>	
		1. Change of occupancy inspection	\$150.00
		2. General electric inspection	\$75.00
		3. Site inspection	\$50.00
	<b>B.</b>	<b>Re-inspections<sup>1</sup></b>	
		1. First re-inspection	\$35.00
		2. Subsequent re-inspections will increase by \$35.00	
	<b>C.</b>	<b>Temporary construction trailer/dumpster and/or storage container</b>	
		1. Permit fee	\$95.00 each
<b>II.</b>		<b><u>Building</u></b>	
	<b>A.</b>	<b>Non Residential Plan-review fee</b>	

<sup>1</sup> Where there is a conflict between a general re-inspection fee and a specific re-inspection fee, the specific re-inspection fee shall apply.

	<p><b>1. When the valuation of the proposed construction exceeds \$1,000.00 and the City requires a plan to be submitted, a plan-review fee shall be paid to the City at the time of submitting plans and specifications for review. Such plan-review fee is <u>in addition</u> to the building permit fee.</b></p>	<p>1/2 of the required building permit fee for the initial review; \$0.00 for the first resubmittal<sup>2</sup>; \$75.00 per hour with a two hour minimum for each additional resubmittal</p>
	<p><b>2. Verification of previously approved plans</b></p>	<p>\$1.00 per page</p>
	<p><b>3. Flat Plan-review fee</b></p>	<p>\$100.00</p>

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<sup>2</sup> A building plan resubmittal includes, but is not limited to, a revision to a submitted plan in response to staff comments, a customer-initiated modification to a submitted plan, and any revision to a submitted plan after the issuance of a building permit directly related to such plan.

	<b>B. Non-Residential Building permit fee</b> (based on the valuation of the proposed construction)		
	<b>1. Less than \$1000.00</b>		\$ 15.71
	<b>2. \$1,000.00 to \$49,999.99</b>		\$ 15.71 for the first \$1,000.00 plus \$5.24 for each additional thousand or fraction thereof, to and including \$49,999.99
	<b>3. \$50,000.00 to \$99,999.99</b>		\$272.27 for the first \$50,000.00 plus \$4.19 for each additional thousand or fraction thereof, to and including \$99,999.99
	<b>4. \$100,000.00 to \$499,999.99</b>		\$481.71 for the first \$100,000.00 plus \$3.14 for each additional thousand or fraction thereof, to and including \$499,999.99
	<b>5. \$500,000.00 and up</b>		\$1,675.51 for the first \$500,000.00 plus \$2.09 for each additional thousand or fraction thereof
	<b>C. Residential Building Permit Fee</b>	<b>Plan Review Fee</b>	<b>Permit Fee</b>

		<b>1. Single Family Residential &amp; Duplex Building, including additions</b>		Total square feet x \$0.50
		<b>2. All other categories including Multi-family including additions</b>		Total square feet x \$0.60
		<b>3. Plan Review Fee</b>		Total square feet x \$0.20
		<b>4. Major Remodel</b>	\$30.00 Plan Review	\$75.00
		<b>5. Minor Remodel</b>	\$25.00 Plan Review	\$50.00
		<b>6. Roof/Reroof</b>		\$75.00
		<b>7. Window Installation/Replacement (&gt;5 Windows)</b>		\$50.00
		<b>8. Window Installation/Replacement (&lt;5 Windows)</b>		\$25.00
		<b>9. Siding, Façade Changes</b>		\$75.00
		<b>10. Detached Accessory Structures (Storage Shed, Porch, Carports)</b>	\$50.00 Plan Review	\$100.00
		<b>11. Patio without Roof</b>	\$25.00 Plan Review	\$50.00
		<b>12. Solar Panels</b>	\$50.00 Plan Review	\$100.00
		<b>13. Foundation Repair</b>		\$50.00
		<b>14. Driveways and/or Driveway Approach</b>	\$25.00 Plan Review	\$100.00
		<b>15. Generators</b>	\$25.00 Plan Review	\$50.00

	<b>D.</b>	<b>Moving fee</b>	
		1. For the moving of any building or structure, the fee shall be:	\$100.00
	<b>E.</b>	<b>Demolition fee</b>	
		For the demolition of any building or structure, the fee shall be:	
		1. 0 to less than 100,000 cu. ft.	\$ 50.00
		2. 100,000 cu. ft. and over	\$0.50/1000 cu. ft.
	<b>F.</b>	<b>Contractor registration fee</b>	
		1. Plumbing	\$0.00/year
		2. Electrical	\$0.00/year
		3. Mechanical	\$100.00/year
		4. Building	\$100.00/year
		5. Sign	\$100.00/year
		6. Swimming pool	\$100.00/year
		7. Irrigation	\$100.00/year
	<b>G.</b>	<b>Consultant fee</b>	
		1. Plan review	Plan review fee plus the actual cost. Please see 3 <sup>rd</sup> Party Review Attachment 1.
		2. Inspection	Inspection fee plus the actual cost Please see 3 <sup>rd</sup> Party Review Attachment 1.

<b>III.</b>	<b><u>Plumbing</u></b>	
	Permit application fee	\$30.00
	Plumbing fixture or trap, or set of fixtures on one trap (including water and drainage piping)	\$5.00 each
	Water heater	\$10.00 each
	Water treating equipment	\$10.00 each
	Boiler	\$25.00 each
	Interceptor or separator	\$25.00 each
	Sample well	\$10.00 each
	Storm inlet or area drain	\$5.00 each
	Storm sewer (per 200 linear feet)	\$15.00 each
	Roof drain	\$5.00 each
	Sanitary sewer (per 200 linear feet)	\$15.00 each
	Manhole	\$5.00 each
	Water piping	\$15.00 each
	Residential irrigation system	\$30.00 each
	Commercial irrigation system	\$50.00 each
	Backflow prevention device	\$10.00 each
	Vacuum breaker	\$2.50 each
	Water heating equipment replacement	\$30.00 each
	All other plumbing-related installations	\$5.00 each
	Homeowner plumbing permit	\$25.00
<b>IV.</b>	<b><u>Gas</u></b>	
	Permit application fee	\$30.00

	Gas piping system	\$15.00 each
	Fixture/gas opening	\$5.00 each
	Furnace, boiler, water heater or other heating appliance	\$5.00 each
	All other gas-related installations	\$5.00 each
	Gas test	\$20.00 each
	Temporary gas cut in	\$25.00 each
	Emergency same day gas test	\$85.00 each
<b>V.</b>	<b><u>Electrical</u></b>	
	<b>A. General electrical fees</b>	
	1. Permit application fee	\$30.00
	2. Meter loop and service	\$ 15.00 each
	3. Lighting fixture or receptacle	\$.50 each
	4. Fixed appliances	\$5.00 each
	5. Temporary electric pole	\$15.00 each
	6. Temporary wiring	\$5.00 each
	7. Temporary cut in	\$ 25.00 each
	8. Sub-panel	\$5.00 each
	9. Transformer	\$5.00 each
	10. Generator (residential)	\$35.00 each
	11. Generator (commercial)	\$70.00 each
	12. Area lighting pole	\$25.00 each
	13. Underground wire installation (per 100 linear feet)	\$10.00
	14. Reconnect fee	\$ 20.00 each
	15. Sign circuit	\$5.00 each

		<b>16. Special event wiring</b>	\$25.00 each
		<b>17. Emergency same day reconnect fee</b>	\$85.00 each
		<b>18. All other electrical-related installations</b>	\$15.00 each

	<b>B. Motors</b>	
	1. Less than 10 HP	\$5.00 each
	2. 10 HP to less than 100 HP	\$15.00 each
	3. 100 HP and over	\$25.00 each
	4. X-ray machines	\$10.00 each
<b>VI.</b>	<b><u>Mechanical</u></b>	
	Permit application fee	\$30.00
	Duct system	Minimum \$30.00 each, plus \$2.00 per outlet
	Clothes dryer vent	\$5.00 each
	Residential exhaust fan	\$5.00 each
	Fire damper	\$10.00 each
	Refrigeration	Minimum \$25.00 per unit plus \$3.00 per HP
	New cooling tower installation	\$100.00 each plus \$1.00 per ton
	Cooling tower replacement	\$100.00 each
	Commercial vent hood and exhaust	\$30.00 each
	Heating unit only	\$30.00 each
	Evaporator coil and drain	\$15.00 each
	Air conditioning units only	\$30.00 each

		Combined heating and air conditioning system	Minimum \$30.00 plus \$3.00 per ton
		VAV, mix boxes	\$25.00
		Commercial ventilating equipment or fans	\$50.00 each
		All other mechanical-related installations	\$15.00 each
<b>VII.</b>		<b><u>Infrastructure</u></b>	
	<b>A.</b>	<b>Major construction improvement and right of way permits<sup>3</sup></b>	
		1. Percent of construction costs	1.5% for first \$500,000.00 valuation and 1.00% for \$500,000.00 (and above).  0.75% for valuation exceeding \$5,000,000.00; Fee charged shall not exceed \$75,000.00

<sup>3</sup> This subsection does not include fees for network providers, as provided by V.T.C.A., Local Government Code Ch. 284. See subsection VII.D below.

	<b>B. Plan review</b>	
	<p><b>1. Construction Plans</b> 0 acres to less than 6 acres</p> <p>6.00 acres to less than 16 acres</p> <p>16.00 acres to less than 100 acres</p> <p>100 acres and greater</p>	<p>\$300.00-Initial review; \$100.00 1<sup>st</sup> resubmittal; \$50.00 for each additional resubmittal</p> <p>\$350.00 Initial review; \$125.00 1<sup>st</sup> resubmittal; \$65.00 for each additional resubmittal</p> <p>\$500.00 Initial review; \$175.00 1<sup>st</sup> resubmittal; \$85.00 for each additional resubmittal</p> <p>\$700.00 Initial review; \$250.00 1<sup>st</sup> resubmittal; \$125.00 for each additional resubmittal</p>

	<b>2. Grading Plans (area being recontoured)</b>  0 acres to less than 3 acres  3 acres to less than 15 acres  15 acres or greater	\$35.00 each  \$75.00 each  \$150.00 each
	<b>3. Commercial Development</b>	\$150.00 Initial submittal; \$50.00 1 <sup>st</sup> resubmittal; \$25.00 for each additional resubmittal
	<b>4. Major Landscaping</b>	\$300.00 Initial submittal; \$100.00 1 <sup>st</sup> resubmittal; \$50.00 for each additional resubmittal
	<b>5. Expedited Plan Review (plans will be reviewed in 5 days or less if the City has available staff)</b>	See 3 <sup>rd</sup> Party Expedited Fees Attachment 1
	<b>C. Variation review</b>	
	<b>1. Variation review fee</b>	\$100.00 each
	<b>D. Wireless Services Right-of-Way Fees</b>	
	<b>1. Network node right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00

	<b>2. Network nodes right-of-way permit application</b>	\$500.00 per application for up to five (5) network nodes; \$100.00 for each additional node
	<b>3. Pole right-of-way permit application</b>	\$200.00
	<b>4. Transport facility right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00
	<b>5. Resubmission Fee</b>	\$50.00
	<b>6. Monthly rate for transport facilities</b>	\$28.00 per month per network node for which backhaul is provided by the transport facility
	<b>7. Annual rate for network nodes on City service poles</b>	\$20.00 per year per service pole
	<b>8. Annual rate for network providers</b>	\$250.00 per network node in right-of-way
	<b>9. Annual rate adjustment</b>	After the first year after the effective date of this Resolution, and every year thereafter, the annual rate set forth in Subsection VII. D.6 above shall be increased by an amount equal to one-half (1/2) the annual change, if any, in the consumer price index.

	<b>E</b>	<b>Floodplain Permit</b>	
		<b>1. Floodplain permitting fees (minimum)</b>	<b>\$100.00</b>
		<b>2. Floodplain permitting fees multiple lots requiring map revision – Initial Review Fee up to 25 acres</b>	<b>\$350.00</b>
		<b>3. Floodplain permitting fees multiple lots requiring map revision - Initial Review Fee exceeding 25 acres</b>	<b>\$500.00</b>

<b>VIII.</b>		<b><u>Fences</u></b>	
		Fences over six feet (the first 50 linear feet)	\$35.00
		Each additional 50 linear feet or part thereof	\$15.00
<b>IX.</b>		<b><u>Pools</u></b>	
		Public/semi-public	\$500.00
		Private	\$125.00
		Self-contained spas	\$30.00
<b>X.</b>		<b><u>Signs</u></b>	
	<b>A.</b>	<b>Plan review fees</b> Plan review fees for a sign are <b><u>in addition</u></b> to a sign permit fee.	
		<b>1. Master sign plan review</b>	\$150.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>2. Master sign plan amendment (modification after approval of a master sign plan) review</b>	\$50.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>3. Sign permit plan review</b>	50% of the cost of sign permit fee; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
	<b>B.</b>	<b>Sign permit fees</b> A sign permit fee is <b><u>in addition</u></b> to all applicable plan review fees.	
		<b>1. Signs 96 square feet or less</b>	\$150.00/each

		2. Signs 97 square feet or more	\$100.00 base fee plus \$.75 each sq. ft. over 96 or fraction thereof
		3. Searchlight	\$25.00
		4. Special event signage (no fee, but permit required)	\$0.00
		5. Temporary display	\$25.00
	<b>C.</b>	<b>Re-inspection fees</b>	
		1. Site re-inspection	\$50.00 per re-inspection

<b>XI.</b>		<b><u>Fire</u></b>		
	<b>A.</b>	<b>Operational permits- unless otherwise indicated, operational permits shall be renewed annually and will be inspected annually by the fire code official</b>		
		<b>1. Section 105.6.1</b> Adult or child day care facility		\$150.00
		<b>2. Section 105.6.2</b> Carbon dioxide systems used in beverage dispensing applications		\$125.00
		<b>3. Section 105.6.3</b> Carnivals or fairs (per event)		\$150.00
		<b>4. Section 105.6.4</b> Compressed gases		\$150.00
		<b>5. Section 105.6.5</b> Dry cleaning		\$200.00
		<b>6. Section 105.6.6</b> Explosives (including, but not limited to, fireworks, pyrotechnic special effects materials, or pyrotechnic special effects) (per fireworks display event) This fee includes the cost of firefighters required to be present at a fireworks display location. Aerial firework displays sponsored by the City of Missouri City shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.		\$500.00
		<b>7. Section 105.6.7</b> Foster home		\$100.00
		<b>8. Section 105.6.8</b> Flammable and combustible liquids		\$125.00
		<b>9. Section 105.6.9</b> Hazardous materials		\$200.00
		<b>10. Section 105.6.10</b> Health care facility (hospitals, nursing homes, health clinics, dialysis clinics):		
		• 1-100 licensed beds		\$150.00
		• 101-150 licensed beds		\$200.00

		• Over 150 licensed beds		\$250.00
		<b>11. Section 105.6.11</b> High-piled storage		\$200.00
		<b>12. Section 105.6.12</b> Hot work operations (per site)		\$125.00
		<b>13. Section 105.6.13</b> Pool supply retail establishment		\$150.00
		<b>14. Section 105.6.14</b> Residential care facility		
		a. 3-5 licensed occupancy		\$125.00
		b. 6-16 licensed occupancy		\$150.00
		c. Over 16 licensed occupancy		\$200.00
		<b>15. Section 105.6.15</b> Rooftop heliports		\$175.00
		<b>16. Section 105.6.16</b> Temporary storage tanks (per tank)		\$125.00
		<b>17. Section 105.6.17</b> Tire-rebuilding plants		\$150.00
		<b>18.</b> Operational permit fee for Assembly's		\$80.00
		<b>19.</b> Operational permit for Annual Fire and Life Safety inspections		\$80.00
	<b>B.</b>	<b>Construction permits</b>	<b>Plan Review Fee</b>	<b>Permit Fee</b>
		<b>1. Section 105.7.1</b> Automatic fire-extinguishing systems:		
		a. Fire sprinkler system installation (first 10,000 square feet)	\$100.00	\$150.00
		b. Each additional 10,000 square feet	\$50.00	\$50.00
		c. Remove, add, or relocate 1-25 sprinkler heads	\$25.00	\$100.00
		d. Remove, add, or relocate over 25 sprinkler heads	\$100.00	\$100.00
		e. Fixed fire extinguishing systems	\$50.00	\$60.00
		<b>2. Section 105.7.2</b> Battery systems (liquid capacity over 50 gallons)	\$50.00	\$100.00
		<b>3. Section 105.7.3</b> Compressed gases	\$75.00	\$100.00

	<b>4a. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) 1 <sup>st</sup> 20,000 s.f.	\$75.00	\$100.00
	<b>4b. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) per additional 20,000 s.f.	\$50.00	\$50.00
	<b>5. Section 105.7.5</b> Fire pumps and related equipment	\$25.00	\$100.00
	<b>6. Section 105.7.6</b> Flammable and combustible liquids	\$75.00	\$100.00
	<b>7. Section 105.7.7</b> Gates or barriers across roadways or private drives	\$25.00	\$50.00
	<b>8. Section 105.7.8</b> Hazardous materials	\$150.00	\$200.00
	<b>9. Section 105.7.9</b> Industrial ovens	\$50.00	\$50.00
	<b>10. Section 105.7.10</b> LP-gas	\$50.00	\$100.00
	<b>11. Section 105.7.11</b> Private fire hydrants (per hydrant installation)	\$25.00	\$50.00
	<b>12. Section 105.7.12</b> Smoke control or smoke exhaust systems	\$50.00	\$50.00
	<b>13. Section 105.7.13</b> Spraying or dipping	\$50.00	\$150.00
	<b>14. Section 105.7.14</b> Standpipe systems (per 2 connections)	\$50.00	\$100.00
	<b>15. Section 105.7.15</b> Temporary membrane structures and tents	\$50.00	\$100.00
	<b>16. Section 105.7.16</b> Underground private fire mains	\$50.00	\$150.00
	Single family residential automatic fire sprinklers shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.		
	<b>C. Re-inspection fees</b>		
	1. Site re-inspection		\$100.00 per re-inspection
	2. Subsequent re-inspections will increase by \$50.00		
	<b>D. Plan Review Fees</b>		
	1. Fire - building review fee		\$175.00
	2. Plan Review- 2nd review after rejections		\$130.00
	3. Plan Review- 3rd review after rejections		\$85.00

<b>XII.</b>		<b><u>Food Establishment Permit Fees</u></b>	
	<b>A.</b>	<b>Health fees</b>	
		1. Day Care Centers – with kitchens (2 inspections/year)	\$150.00/yr
		2. Day Care Centers – without kitchens (2 inspections/year)	\$100.00/yr
		3. Group Residence (Institution)	\$150.00
		4. Nonprofit establishments of all sizes	\$100.00/yr
		5. Pre-opening health inspection	\$150.00
		6. Owner-initiated inspection	\$150.00
		7. Small Establishment under 1,000 sq. ft.	\$200.00
		8. Medium Establishment 1,001 sq. ft. - 10,000 sq. ft.	\$500.00
		9. Large Establishment above 10,000 sq. ft.	\$700.00
		10. Mobile vending unit (1 year permit, routine inspections)	\$200.00
	<b>B.</b>	<b>Temporary health permit</b>	
		1. Base fee, including first day	\$55.00
		2. For each additional day of event	\$22.00
		3. Renewal fee following closure of more than 30 days; percent of annual fee plus re-inspection fee	25%
	<b>C.</b>	<b>Health re-inspection Fees</b>	
		1. First re-inspection fee	\$50.00
		2. Second re-inspection fee	\$100.00
		3. Third re-inspection fee	\$150.00
		4. Subsequent re-inspections will increase by \$50.00	

<b>XIII.</b>	<b><u>Planning Fees</u></b>	
	Zoning map amendment applications	\$450.00 plus \$25.00 per acre
	Specific use permit & planned development applications	\$1,200.00
	Conceptual plan applications (residential and non-residential)	\$400.00 plus \$2.00 per residential lot plus \$10.00 per acre not divided into residential lots
	Preliminary plat applications (residential and non-residential)	\$400.00 plus \$6.00 per residential lot plus \$30.00 per acre not divided into residential lots
	Final plat applications (residential and non-residential)	\$500.00 plus \$12.50 per residential lot plus \$80.00 per acre not divided into residential lots
	Large acreage tract plat	\$300.00
	Minor correction or amending plat	\$300.00
	Vacation of plat	\$1000.00
	Exemptions from platting	\$300.00
	Zoning Board of Adjustment (Appeals/Variance) request	\$500.00
	Discussion items- per P & Z meeting	\$600.00
	Extension of plat approval	\$250.00

	Design review fee (non-residential-architectural, site plan, landscape reviews and related inspections)	\$0.05 per square foot of the entire site with a minimum of \$500.00 and a maximum of \$1,500.00 per platted reserve
	Design review fee for each additional building	\$.05 per square foot of the building with a maximum of \$200.00 per building
	Resubmittal for design review (in conjunction with a building permit application)	\$200.00 each resubmittal
	Child-Care Home Site Approval	\$50.00
	Child-Care Center Site Approval (for existing buildings and structures only)	\$50.00
	Initial Meeting (Free of Charge); Subsequent Pre-Development Meetings Fee:	\$100.00
<b>XIV.</b>	<b><u>After-Hours or Timed Non-Emergency Inspection</u></b>	
	Hourly fee (2 hours minimum for after-hours inspections)	\$75.00 per hr
<b>XV.</b>	<b><u>Double Fees</u></b>	
	With respect to any permit fees enumerated above, where work is started prior to obtaining the applicable permit, the fees specified shall be doubled. Such doubled fee shall not relieve any person from fully complying with the requirements in the execution of the work nor from any other penalties prescribed in the code.	
<b>XVI.</b>	<b><u>Temporary Parking, Storage, and/or Use of a Recreational Vehicle Owned by an Out-of-Town Guest at an Occupied Residence</u></b>	

		Permit fee for a maximum period not to exceed ten (10) consecutive days. A maximum of three (3) such permits shall be issued per twelve (12) month period per occupied residence.	\$35.00 each
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<b>XVII.</b>		<b><u>Residential Rental Registration</u></b>	
		Permit for Residential Rental Registration for units not exempt under Subsection 14-527 of the Code of Ordinances	\$50.00 per dwelling unit/year
		Permit for Residential Rental Registration for units exempt under Subsection 14-527 of the Code of Ordinances	\$15.00 per dwelling unit/year
<b>XVIII.</b>		<b><u>Portable Storage Unit Placement</u></b>	
		Permit for placement of portable storage unit	\$25.00 per portable storage unit
<b>XIX.</b>		<b><u>Manufactured Homes</u></b>	
		License for manufactured home parks <sup>4</sup>	\$25.00 per manufactured home stand
		Permit for parking manufactured homes	\$25.00 per manufactured home
		Replacement permit for parking manufactured homes	\$10.00 per permit
<b>XX.</b>		<b><u>Temporary Use Permit for the Provision of Relief Services</u></b>	
		Temporary use permit for the provision of relief services approved in accordance with Chapter 22, Article IV of the Missouri City Code	\$50.00
<b>XXI.</b>		<b><u>Tobacco Bar Permit</u></b>	
		Permit for the operation of a tobacco bar pursuant to Subsection 70-107(4) of the Missouri City Code	\$50.00
<b>XXII.</b>		<b><u>Recording Fees</u></b>	
		Deeds	\$11.00 for the first page; \$4.00 for subsequent pages
		Easements	\$11.00 for the first page; \$4.00 for subsequent pages
		Liens	\$11.00 for the first page; \$4.00 for subsequent pages

<sup>4</sup> The manufactured home park license fee includes the cost of a site plan review.

		Releases	\$10.00 for the first page; \$5.00 for subsequent pages
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# ATTACHMENT 1

## Appendix A

### City of Missouri City

#### Third Party Commercial Plan Review Services

Third-party Review Consultant will provide as-needed Building Plan Review Services for compliance with applicable state and federal laws, and the current version of the Missouri City, Texas, Code of Ordinances, Building Code (Chapter 14, Article II). Consultant will provide all necessary support staff to fulfill the requirements of this scope of agreement. Such services will be provided for a fee, as detailed below:

<b>I. Scope of Services: Plan Review Services- Standard Building Code Reviews (10 Days)</b>
<i>A. International Residential Code 2015 Edition</i>
<i>B. International Building Code 2015 Edition</i>
<i>C. International Plumbing Code 2015 Edition</i>
<i>D. International Mechanical Code 2015 Edition</i>
<i>E. International Fuel Gas Code 2015 Edition</i>
<i>F. International Energy (IECC) Code 2015 Edition</i>
<i>G. National Electrical Code 2014 Edition</i>
<b>Review Details:</b>
<ol style="list-style-type: none"><li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li><li>2. Reviews will be completed within ten (10) business days</li><li>3. A Plan Review Report will be provided to the City of Missouri City staff <i>*10 days does not include quality pre-check.</i></li></ol>
<b>Documents provided by the applicant/owner:</b>
<ul style="list-style-type: none"><li>• Construction Documents</li><li>• City Permit Application</li></ul>
<b>Compensation:</b>
<b>Fees for services described in Section I.</b>
<ol style="list-style-type: none"><li>1. Seventy percent (70%) of the sum of the plan review fee</li></ol>

<b>II. Scope of Services: Plan Review Services- Expedited Building Code Reviews (5 Business Days)</b>
<i>A. International Residential Code 2015 Edition</i>
<i>B. International Building Code 2015 Edition</i>
<i>C. International Plumbing Code 2015 Edition</i>
<i>D. International Mechanical Code 2015 Edition</i>
<i>E. International Fuel Gas Code 2015 Edition</i>

<i>F. International Energy (IECC) Code 2015 Edition</i>
<i>G. National Electrical Code 2014 Edition</i>
<b>Review Details:</b>
<ol style="list-style-type: none"> <li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li> <li>2. Reviews will be completed within five (5) business days</li> <li>3. A Plan Review Report will be provided to the City of Missouri City staff *Five (5) business days does not include quality pre-check.</li> </ol>
<b>Documents provided by the applicant/owner:</b>
<ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• City Permit Application</li> </ul>
<b>Compensation:</b>
<b>Fees for services described in Section II.</b>
<ol style="list-style-type: none"> <li>1. Seventy percent (70%) of the sum of the plan review fee + expedited plan review fee collected by the City</li> </ol>

<b>III. Scope of Services: Plan Review Services- Planning Standard Plan Reviews (10 Business Days)</b>
<i>A. Use regulations</i>
<i>B. Height and area regulations</i>
<i>C. Building regulations</i>
<i>D. Architectural standards</i>
<i>E. Trash disposal regulations</i>
<i>F. Outside placement, storage, sales, and services regulations</i>
<i>G. Landscaping regulations</i>
<i>H. Fencing regulations</i>
<i>Note: Review and compliance of Planned Development Districts (PDs) and Specific Use Permits (SUPs) are included. Consultant will review assigned drawings and documents for compliance with the City's Architectural Design Standards.</i>
<b>Review Details:</b>
<ol style="list-style-type: none"> <li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li> <li>2. Reviews will be completed within ten (10) business days</li> <li>3. A Plan Review Report will be provided to the City of Missouri City staff *Ten (10) business days does not include quality pre-check.</li> </ol>

<p><b>Documents provided by the applicant/owner:</b></p> <ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• City Permit Application</li> </ul>
<p><b>Compensation:</b>  <b>Fees for services described in Section III.</b></p> <ol style="list-style-type: none"> <li>1. Eighty percent (80%) of the design review fee collected by the City</li> <li>2. Fee includes two re-submittal reviews</li> </ol>

<p><b>IV. Scope of Services: Plan Review Services- Planning Expedited Plan Reviews (5 Business Days)</b></p>
<p><i>A. Use regulations</i></p>
<p><i>B. Height and area regulations</i></p>
<p><i>C. Building regulations</i></p>
<p><i>D. Architectural standards</i></p>
<p><i>E. Trash disposal regulations</i></p>
<p><i>F. Outside placement, storage, sales, and services regulations</i></p>
<p><i>G. Landscaping regulations</i></p>
<p><i>H. Fencing regulations</i></p>
<p><i>Note: Review and compliance of Planned Development Districts (PDs) and Specific Use Permits (SUPs) are included. Consultant will review assigned drawings and documents for compliance with the City's Architectural Design Standards.</i></p>
<p><b>Review Details:</b></p> <ol style="list-style-type: none"> <li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li> <li>2. Reviews will be completed within five (5) business days</li> <li>3. A Plan Review Report will be provided to the City of Missouri City Staff  <i>*Five (5) business days does not include quality pre-check.</i></li> </ol>
<p><b>Documents provided by the applicant/owner:</b></p> <ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• City Permit Application</li> </ul>
<p><b>Compensation:</b>  <b>Fees for services described in Section IV.</b></p> <ol style="list-style-type: none"> <li>1. Eighty percent (80%) of the sum of the design review fee + expedited plan review fee collected by the City. (Customer pays the total multiplied by 2)</li> </ol>

**Inspection Services:**

<b>Large Project Building Inspection Fees</b>	
<b>Inspection Type</b>	<b>Fee</b>
General Fee for Large Projects Inspection Service will provide all building related inspections from the beginning of the project till the completion	65% of the Permit Fee
Negotiated Fee: As building projects vary in complexity and scope a fee for large project building inspections can be negotiated.	All projects will be assessed individually and the fee will have to be agreed upon by both parties.

Consultant will provide International Fire Code (IFC) inspection services on residential and commercial building projects for structures in which permits have been issued by the City of Missouri City on an as-needed basis. Such services will be provided for a fee as detailed below:

Consultant will provide inspection services on residential and commercial building projects (building, plumbing, electrical, final site, and mechanical HVAC) for structures in which permits have been issued by the City of Missouri City as included in fee schedule. Inspection services will be conducted under the City's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances for Building Inspections, Zoning and Infrastructure services. Any supplemental or additional inspection services will be provided for a fee as detailed below:

<b>Inspection Fees</b>
\$45.00 Per Inspection

### Fire Code Reviews & Other Services:

Third-party Fire-Code Review Consultants will serve as a fire protection commercial plans reviewer to the City of Missouri City. When requested, expedited plan review will be completed and returned with all documentation, analysis, conclusions, or any other associated work product to the City permit office within ten (10) business days after receipt of the applicable plans, and regular reviews will be completed and returned within fifteen (15) business days after the date of receipt. Such plan review will be performed in compliance the 2015 edition of the International Fire Code (“IFC”), as adopted by Section 38-31 and amended by Section 38-32 of Article II of Chapter 38 of the Missouri City Code. Such services will be provided for a fee as detailed in the table below.

<b>Fire Code Review</b>		
<b>Review type</b>	<b>Regular Review (15 Days)</b>	<b>Expedite Fee (10 days)</b>
<b>Fire Code Review (interior and site exclusive of individual fire extinguishing and detection systems described below)</b>		\$200.00 minimum fee or 10% of the plan review fee whichever is greater (includes one (1) resubmittal). Each subsequent resubmittal will be charged 50% of the original fee.
<b>IFC subsection 105.7.1 Automatic Fire-Extinguishing Systems</b>		
Fire Sprinkler system installation (first 10,000 square feet)	\$150.00	\$150.00
For each additional 10,000 square feet	\$50.00	\$75.00
Remove, add, or relocate 1-25 sprinkler heads	\$50.00	\$75.00
Remove, add, or relocate over 25 sprinkler heads	\$100.00	\$150.00
Specialty Systems including dry systems, foam systems, or antifreeze systems reviews will be in addition to the fees above. Specialty Extinguishing	\$100.00	\$150.00
<b>IFC Subsection 105.7.4 Fire Alarm &amp; Detection Systems</b>		
Fire Alarm Systems Installation (first 20,000 square feet)	\$75.00	\$100.00
Each additional 20,000 square feet	\$50.00	\$75.00
IFC Subsection 105.7.5 Fire Pumps & Related equipment	\$100.00	\$150.00

IFC Subsection 105.7.12 Smoke Control or Smoke Exhaust	\$75.00	\$100.00
IFC Subsection 105.7.14 Standpipe Systems	\$100.00	\$100.00
IFC Subsection 105.7.16 Underground Private Fire Mains	\$100.00	\$150.00
IFC Section 503 Fire Apparatus Access Roads	\$100.00	\$150.00
IFC Section 505 Premises Identification	\$20.00	\$25.00
IFC Section 506 Key Boxes	\$20.00	\$25.00
IFC Section 507 Fire Protection Water Supplies	\$75.00	\$150.00
IFC Section 604 Emergency and Standby Power Systems	\$50.00	\$100.00
IFC Section 606 Mechanical Refrigeration	\$800.00	\$1,500.00
IFC Section 607 Elevator Operation, Maintenance and Fire Service Keys	\$50.00	\$100.00
IFC Section 608 Stationary Storage Battery Systems	\$100.00	\$150.00
IFC Section 609 Commercial Kitchen Hoods	\$50.00	\$50.00
IFC Section 610 Commercial Kitchen Cooking Oil Storage	\$50.00	\$50.00
IFC Chapter 8 Interior Finish, Decorative Materials and Furnishing	\$175.00	\$250.00
IFC Chapter 9 Fire Protection Systems	\$50.00	\$75.00
IFC Section 906 Portable Fire Extinguishers	\$75.00	\$150.00
IFC Chapter 20 Aviation Facilities	\$800.00	\$1,500.00
IFC Chapter 21 Dry Cleaning	\$250.00	\$350.00
IFC Chapter 22 Combustible Dust-Producing Operations	\$250.00	\$350.00
IFC Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages	\$200.00	\$300.00
IFC Chapter 24 Flammable Finishes	\$250.00	\$350.00
IFC Chapter 28 Lumber Yards and Agro-industrial, Solid Biomass and Woodworking Facilities	\$300.00	\$500.00
IFC Chapter 32 High-Piled Combustible Storage	\$600.00	\$750.00
IFC Chapter 50 Hazardous Materials - General Provisions	\$750.00	\$1,000.00
IFC Chapter 61 Liquefied Petroleum Gases	\$250.00	\$350.00
Transport/Courier to and from, per set of plans	Actual Cost	Actual Cost

<b>Fire Inspection Services</b>	
<b>Inspection Type</b>	<b>Fee</b>
<b>Standard Inspections</b> will be provided an inspector as needed on Fridays with 72 hr. notice.	\$75.00/hr. with a \$300.00 minimum.
<b>Overtime Inspections</b> require a 96-hour notice and cannot be guaranteed, but every reasonable effort to provide an inspector when requested.	\$125.00/hr. with a \$375.00 minimum

**Fire Inspection Services:**

Consultant will provide International Fire Code (IFC) inspection services on residential and commercial building projects for structures in which permits have been issued by the City of Missouri City. Such services will be provided for a fee as detailed below:

**Additional Services:**

Consultant will provide staff as needed to assist the City of Missouri City for additional plan review tasks not specifically listed in the above listed services for an hourly rate as detailed in the chart below:

<b>Additional Scope Hourly Rates</b>	
<b>Building Official</b>	\$105.00
<b>Principal Planner</b>	\$105.00
<b>Senior Engineer</b>	\$250.00
<b>Fire Marshal</b>	\$150.00

EXHIBIT "A"

SCHEDULE OF FEES

DESCRIPTION		FEES
<b>I.</b>	<b><u>In General</u></b>	
	<b>A. Commercial change of occupancy</b>	
	1. Change of occupancy inspection	<del>\$400.00</del> <u>150.00</u>
	2. General electric inspection	<del>\$50.00</del> <u>75.00</u>
	3. Site inspection	<del>\$25.00</del> <u>50.00</u>
	<b>B. Re-inspections<sup>1</sup></b>	
	1. First re-inspection	<del>\$25.00</del> <u>35.00</u>
	2. Subsequent re-inspections will increase by <del>\$25.00</del> <u>\$35.00</u>	
	<b>C. Temporary construction trailer/dumpster and/or storage container</b>	
	1. Permit fee	<del>\$100.00</del> <u>95.00</u> each
<b>II.</b>	<b><u>Building</u></b>	
	<b>A. Non Residential Plan-review fee</b>	

<sup>1</sup> Where there is a conflict between a general re-inspection fee and a specific re-inspection fee, the specific re-inspection fee shall apply.

	<p><b>1. When the valuation of the proposed construction exceeds \$1,000.00 and the City requires a plan to be submitted, a plan-review fee shall be paid to the City at the time of submitting plans and specifications for review. <u>Such plan-review fee is in addition to the building permit fee.</u></b></p>	<p>1/2 of the required building permit fee for the initial review; \$0.00 for the first resubmittal<sup>2</sup>; \$75.00 per hour with a two hour minimum for each additional resubmittal</p>
	<p><b>2. Verification of previously approved plans</b></p>	<p>\$1.00 per page</p>
	<p><b><u>3. Flat Plan-review fee</u></b></p>	<p><b><u>\$100.00</u></b></p>

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<sup>2</sup> A building plan resubmittal includes, but is not limited to, a revision to a submitted plan in response to staff comments, a customer-initiated modification to a submitted plan, and any revision to a submitted plan after the issuance of a building permit directly related to such plan.

	<b>B. Non-Residential Building permit fee</b> (based on the valuation of the proposed construction)		
	1. Less than \$1000.00		<del>\$15.00</del> <u>15.71</u>
	2. \$1,000.00 to \$49,999.99		<del>\$15.00</del> <u>15.71</u> for the first <del>\$1,000</del> <u>1,000.00</u> plus <del>\$5.00</del> <u>5.24</u> for each additional thousand or fraction thereof, to and including \$49,999.99
	3. \$50,000.00 to \$99,999.99		<del>\$260.00</del> <u>272.27</u> for the first <del>\$50,000</del> <u>50,000.00</u> plus <del>\$4.00</del> <u>4.19</u> for each additional thousand or fraction thereof, to and including \$99,999.99
	4. \$100,000.00 to \$499,999.99		<del>\$460.00</del> <u>481.71</u> for the first <del>\$100,000</del> <u>100,000.00</u> plus <del>\$3.00</del> <u>3.14</u> for each additional thousand or fraction thereof, to and including \$499,999.99
	5. \$500,000.00 and up		<del>\$1,600.00</del> <u>1,675.51</u> for the first <del>\$500,000</del> <u>500,000.00</u> plus <del>\$2.00</del> <u>2.09</u> for each additional thousand or fraction thereof
	<b>C. Residential Building Permit Fee</b>	<u>Plan Review Fee</u>	<u>Permit Fee</u>
	1. Single Family Residential & Duplex Building, including additions		Total square feet x \$0.50
	2. All other categories including Multi-family including additions		Total square feet x \$0.60

		<b>3. Plan Review Fee</b>		Total square feet x \$0.20
		<b>4. Major Remodel</b>	<u>\$30.00</u> <u>Plan</u> <u>Review</u>	<del>\$75</del> <u>75.00</u>
		<b>5. Minor Remodel</b>	<u>\$25.00</u> <u>Plan</u> <u>Review</u>	<del>\$50</del> <u>50.00</u>
		<b>6. Roof/Reroof</b>		<del>\$75</del> <u>75.00</u>
		<b>7. Window Installation/Replacement (&gt;5 Windows)</b>		<del>\$50</del> <u>50.00</u>
		<b>8. Window Installation/Replacement (&lt;5 Windows)</b>		<del>\$25</del> <u>25.00</u>
		<b>9. Siding, Façade Changes</b>		<del>\$75</del> <u>75.00</u>
		<b>10. Detached Accessory Structures (Storage Shed, Porch, Carports)</b>	<u>\$50.00</u> <u>Plan</u> <u>Review</u>	<del>\$100</del> <u>100.00</u>
		<b>11. Patio without Roof</b>		<del>\$50</del> <u>50.00</u>
		<b>12. Solar Panels</b>	<u>\$50.00</u> <u>Plan</u> <u>Review</u>	<del>\$100</del> <u>100.00</u>
		<u>13. Foundation Repair</u>		<u>\$50.00</u>
		<del>13.14.</del> <u>Driveways and/or Driveway Approach</u>		<del>\$100</del> <u>100.00</u>
		<u>15. Generators</u>	<u>\$25.00</u> <u>Plan</u> <u>Review</u>	<u>\$50.00</u>

	<b>D.</b>	<b>Moving fee</b>	
		1. For the moving of any building or structure, the fee shall be:	\$100.00
	<b>E.</b>	<b>Demolition fee</b>	
		For the demolition of any building or structure, the fee shall be:	
		1. 0 to less than 100,000 cu. ft.	\$ 50.00
		2. 100,000 cu. ft. and over	\$0.50/1000 cu. ft.
	<b>F.</b>	<b>Contractor registration fee</b>	
		1. Plumbing	\$0.00/year
		2. Electrical	\$0.00/year
		3. Mechanical	<del>\$80.00</del> <u>100.00</u> /year
		4. Building	<del>\$80.00</del> <u>100.00</u> /year
		5. Sign	<del>\$80.00</del> <u>100.00</u> /year
		6. Swimming pool	<del>\$80.00</del> <u>100.00</u> /year
		7. Irrigation	<del>\$80.00</del> <u>100.00</u> /year
	<b>G.</b>	<b>Consultant fee</b>	
		1. Plan review	Plan review fee plus the actual cost. <a href="#">Please see 3<sup>rd</sup> Party Review Attachment 1.</a>
		2. Inspection	Inspection fee plus the actual cost <a href="#">Please see 3<sup>rd</sup> Party Review Attachment 1.</a>
<b>III.</b>		<b><u>Plumbing</u></b>	
		Permit application fee	<del>\$15.00</del> <u>30.00</u>

	Plumbing fixture or trap, or set of fixtures on one trap (including water and drainage piping)	\$5.00 each
	Water heater	\$10.00 each
	Water treating equipment	\$10.00 each
	Boiler	\$25.00 each
	Interceptor or separator	\$25.00 each
	Sample well	\$10.00 each
	Storm inlet or area drain	\$5.00 each
	Storm sewer (per 200 linear feet)	\$15.00 each
	Roof drain	\$5.00 each
	Sanitary sewer (per 200 linear feet)	\$15.00 each
	Manhole	\$5.00 each
	Water piping	\$15.00 each
	Residential irrigation system	\$30.00 each
	Commercial irrigation system	\$50.00 each
	Backflow prevention device	\$10.00 each
	Vacuum breaker	\$2.50 each
	Water heating equipment replacement	\$30.00 each
	All other plumbing-related installations	\$5.00 each
	Homeowner plumbing permit	\$25.00
<b>IV.</b>	<b><u>Gas</u></b>	
	Permit application fee	<del>\$15.00</del> <u>\$30.00</u>
	Gas piping system	\$15.00 each
	Fixture/gas opening	\$5.00 each

	Furnace, boiler, water heater or other heating appliance	\$5.00 each
	All other gas-related installations	\$5.00 each
	Gas test	\$20.00 each
	Temporary gas cut in	\$25.00 each
	Emergency same day gas test	\$85.00 each
<b>V.</b>	<b><u>Electrical</u></b>	
<b>A.</b>	<b>General electrical fees</b>	
	1. Permit application fee	<del>\$15.00</del> <u>30.00</u>
	2. Meter loop and service	\$ 15.00 each
	3. Lighting fixture or receptacle	\$.50 each
	4. Fixed appliances	\$5.00 each
	5. Temporary electric pole	\$15.00 each
	6. Temporary wiring	\$5.00 each
	7. Temporary cut in	\$ 25.00 each
	8. Sub-panel	\$5.00 each
	9. Transformer	\$5.00 each
	10. Generator (residential)	\$35.00 each
	11. Generator (commercial)	\$70.00 each
	12. Area lighting pole	\$25.00 each
	13. Underground wire installation (per 100 linear feet)	\$10.00
	14. Reconnect fee	\$ 20.00 each
	15. Sign circuit	\$5.00 each
	16. Special event wiring	\$25.00 each
	17. Emergency same day reconnect fee	\$85.00 each

		<b>18. All other electrical-related installations</b>	<b>\$15.00 each</b>
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	<b>B. Motors</b>	
	1. Less than 10 HP	\$5.00 each
	2. 10 HP to less than 100 HP	\$15.00 each
	3. 100 HP and over	\$25.00 each
	4. X-ray machines	\$10.00 each
<b>VI.</b>	<b><u>Mechanical</u></b>	
	Permit application fee	<del>\$15.00</del> <u>\$30.00</u>
	Duct system	Minimum <del>\$20.00</del> <u>\$30.00</u> each, plus \$2.00 per outlet
	Clothes dryer vent	\$5.00 each
	Residential exhaust fan	\$5.00 each
	Fire damper	\$10.00 each
	Refrigeration	Minimum \$25.00 per unit plus \$3.00 per HP
	New cooling tower installation	\$100.00 each plus \$1.00 per ton
	Cooling tower replacement	\$100.00 each
	Commercial vent hood and exhaust	\$30.00 each
	Heating unit only	\$30.00 each
	Evaporator coil and drain	\$15.00 each
	Air conditioning units only	\$30.00 each

		Combined heating and air conditioning system	Minimum \$30.00 plus \$3.00 per ton
		VAV, mix boxes	<del>\$15.00</del> each <u>25.00</u>
		Commercial ventilating equipment or fans	\$50.00 each
		All other mechanical-related installations	\$15.00 each
<b>VII.</b>		<b><u>Infrastructure</u></b>	
	<b>A.</b>	<b>Major construction improvement and right of way permits<sup>3</sup></b>	
		1. Percent of construction costs	<del>1.5%</del> for first <del>\$500,000</del> <u>\$500,000.00</u> valuation and <u>1.00%</u> for <u>\$500,000.00</u> (and above). <del>.75</del>  <u>0.75%</u> for <del>all</del> valuation exceeding <del>\$500,000</del> <u>5,000,000.00</u> ; <u>Fee charged shall not exceed \$75,000.00</u>

<sup>3</sup> This subsection does not include fees for network providers, as provided by V.T.C.A., Local Government Code Ch. 284. See subsection VII.D below.

	<b>B. Plan review</b>	
	<p><b>1. Construction Plans</b> 0 acres to less than 6 acres</p> <p>6.00 acres to less than 16 acres</p> <p>16.00 acres to less than 100 acres</p> <p>100 acres and greater</p>	<p><del>\$200.00</del><u>\$300.00</u>-Initial review; \$100.00 1<sup>st</sup> resubmittal; \$50.00 for each additional resubmittal</p> <p><del>\$250.00</del><u>\$350.00</u> Initial review; \$125.00 1<sup>st</sup> resubmittal; \$65.00 for each additional resubmittal</p> <p><del>\$350.00</del><u>\$500.00</u> Initial review; \$175.00 1<sup>st</sup> resubmittal; \$85.00 for each additional resubmittal</p> <p><del>\$500.00</del><u>\$700.00</u> Initial review; \$250.00 1<sup>st</sup> resubmittal; \$125.00 for each additional resubmittal</p>

	<p><b>2. Grading Plans (area being recontoured)</b></p> <p>0 acres to less than 3 acres</p> <p>3 acres to less than 15 acres</p> <p>15 acres or greater</p>	<p><del>\$25.00</del><u>35.00</u> each</p> <p><del>\$50.00</del><u>75.00</u> each</p> <p><del>\$100.00</del><u>150.00</u> each</p>
	<p><b>3. Commercial Development</b></p>	<p><del>\$100.00</del><u>150.00</u> Initial submittal; \$50.00 1<sup>st</sup> resubmittal; \$25.00 for each additional resubmittal</p>
	<p><b>4. Major Landscaping</b></p>	<p><del>\$200.00</del><u>300.00</u> Initial submittal; \$100.00 1<sup>st</sup> resubmittal; \$50.00 for each additional resubmittal</p>
	<p><b>5. Expedited Plan Review (plans will be reviewed in 5 days or less if the City has available staff)</b></p>	<p><del>The applicable fee for such plan review shall be doubled</del> <u>See 3<sup>rd</sup> Party Expedited Fees Attachment 1</u></p>
	<p><b>C. Variation review</b></p>	
	<p><b>1. Variation review fee</b></p>	<p><del>\$50.00</del><u>100.00</u> each</p>
	<p><b>D. Wireless Services Right-of-Way Fees</b></p>	
	<p><b>1. Network node right-of-way permit application</b></p>	<p>The lesser of 1% of the valuation of the project or \$100.00</p>

		<b>2. Network nodes right-of-way permit application</b>	\$500.00 per application for up to five (5) network nodes; \$100.00 for each additional node
		<b>3. Pole right-of-way permit application</b>	\$200.00
		<b>4. Transport facility right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00
		<b>5. Resubmission Fee</b>	\$50.00
		<b>6. Monthly rate for transport facilities</b>	\$28.00 per month per network node for which backhaul is provided by the transport facility
		<b>7. Annual rate for network nodes on City service poles</b>	\$20.00 per year per service pole
		<b>8. Annual rate for network providers</b>	\$250.00 per network node in right-of-way
		<b>9. Annual rate adjustment</b>	After the first year after the effective date of this Resolution, and every year thereafter, the annual rate set forth in Subsection VII. D.6 above shall be increased by an amount equal to one-half (1/2) the annual change, if any, in the consumer price index.
	<b><u>E</u></b>	<b><u>Floodplain Permit</u></b>	
		<b><u>1. Floodplain permitting fees (minimum)</u></b>	<b><u>\$100.00</u></b>
		<b><u>2. Floodplain permitting fees multiple lots requiring map revision – Initial Review Fee up to 25 acres</u></b>	<b><u>\$350.00</u></b>

		<u>3. Floodplain permitting fees multiple lots requiring map revision - Initial Review Fee exceeding 25 acres</u>	<u>\$500.00</u>
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<b>VIII.</b>		<b><u>Fences</u></b>	
		Fences over six feet (the first 50 linear feet)	<del>\$25.00</del> <u>\$35.00</u>
		Each additional 50 linear feet or part thereof	<del>\$10.00</del> <u>\$15.00</u>
<b>IX.</b>		<b><u>Pools</u></b>	
		Public/semi-public	\$500.00
		Private	<del>\$100.00</del> <u>125.00</u>
		Self-contained spas	<del>\$25.00</del> <u>30.00</u>
<b>X.</b>		<b><u>Signs</u></b>	
	<b>A.</b>	<b>Plan review fees</b> Plan review fees for a sign are <b><u>in addition</u></b> to a sign permit fee.	
		1. Master sign plan review	\$150.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		2. Master sign plan amendment (modification after approval of a master sign plan) review	\$50.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		3. Sign permit plan review	50% of the cost of sign permit fee; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
	<b>B.</b>	<b>Sign permit fees</b> A sign permit fee is <b><u>in addition</u></b> to all applicable plan review fees.	
		1. Signs 96 square feet or less	<del>\$100.00</del> <u>150.00</u> /each

		2. Signs 97 square feet or more	\$100.00 base fee plus \$. <del>50</del> <u>75</u> each sq. ft. over 96 or fraction thereof
		3. Searchlight	\$25.00
		4. Special event signage (no fee, but permit required)	\$0.00
		5. Temporary display	\$25.00
	<b>C.</b>	<b>Re-inspection fees</b>	
		1. Site re-inspection	\$50.00 per re-inspection

XI.		<b>Fire</b>	
	A.	<b>Operational permits- unless otherwise indicated, operational permits shall be renewed annually and will be inspected annually by the fire code official</b>	
		<b>1. Section 105.6.1</b> Adult or child day care facility	<del>\$50.00</del> <u>150.00</u>
		<b>2. Section 105.6.2</b> Carbon dioxide systems used in beverage dispensing applications (permitted and inspected every two years)	<del>\$75.00/every 2 years</del> <u>125.00</u>
		<b>3. Section 105.6.3</b> Carnivals or fairs (per event)	<del>\$500.00</del> <u>150.00</u>
		<b>4. Section 105.6.4</b> Compressed gases	<del>\$50.00</del> <u>150.00</u>
		<b>5. Section 105.6.5</b> Dry cleaning (permitted and inspected every two years)	<del>\$50.00/every 2 years</del> <u>\$200.00</u>
		<b>6. Section 105.6.6</b> Explosives (including, but not limited to, fireworks, pyrotechnic special effects materials, or pyrotechnic special effects) (per fireworks display event) This fee includes the cost of firefighters required to be present at a fireworks display location. Aerial firework displays sponsored by the City of Missouri City shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.	<del>\$1,000.00</del> <u>500.00</u>
		<b>7. Section 105.6.7</b> Foster home	<del>\$25.00</del> <u>100.00</u>
		<b>8. Section 105.6.8</b> Flammable and combustible liquids	<del>\$50.00</del> <u>\$125.00</u>
		<b>9. Section 105.6.9</b> Hazardous materials	<del>\$50.00</del> <u>200.00</u>
		<b>10. Section 105.6.10</b> Health care facility (hospitals, nursing homes, health clinics, dialysis clinics):	

		• 1-100 licensed beds	<del>\$100.00</del> <u>\$150.00</u>
		• 101-150 licensed beds	<del>\$150.00</del> <u>\$200.00</u>
		• Over 150 licensed beds	<del>\$200.00</del> <u>\$250.00</u>
		<b>11. Section 105.6.11</b> High-piled storage (permitted and inspected every two years)	<del>\$100.00/every 2 years</del> <u>200.00</u>
		<b>12. Section 105.6.12</b> Hot work operations (per site)	<del>\$100.00</del> <u>125.00</u>
		<b>13. Section 105.6.13</b> Pool supply retail establishment (permitted and inspected every two years)	<del>\$25.00/every 2 years</del> <u>150.00</u>
		<b>14. Section 105.6.14</b> Residential care facility	
		a. 3-5 licensed occupancy	<del>\$100.00</del> <u>125.00</u>
		b. 6-16 licensed occupancy	\$150.00
		c. Over 16 licensed occupancy	\$200.00
		<b>15. Section 105.6.15</b> Rooftop heliports	<del>\$500.00</del> <u>175.00</u>
		<b>16. Section 105.6.16</b> Temporary storage tanks (per tank)	<del>\$50.00</del> <u>125.00</u>
		<b>17. Section 105.6.17</b> Tire-rebuilding plants	<del>\$500.00</del> <u>150.00</u>
		<u>18. Operational permit fee for Assembly's</u>	<u>\$80.00</u>
		<u>19. Operational permit for Annual Fire and Life Safety inspections</u>	<u>\$80.00</u>
	<b>B.</b>	<b>Construction permits</b>	<u>Plan Review Fee</u> <u>Permit Fee</u>
		<b>1. Section 105.7.1</b> Automatic fire-extinguishing systems:	
		a. Fire sprinkler system installation (first 10,000 square feet)	\$100.00 <u>\$150.00</u>
		b. Each additional 10,000 square feet	\$50.00 <u>\$50.00</u>
		c. Remove, add, or relocate 1-25 sprinkler heads	<u>\$100.00</u> \$25.00
		d. Remove, add, or relocate over 25 sprinkler heads	\$100.00 <u>\$100.00</u>

		<b>e. Fixed fire extinguishing systems</b>	<u>\$60.00</u> \$50.00
		<b>2. Section 105.7.2</b> Battery systems (liquid capacity over 50 gallons)	<u>\$50.00</u> \$100.00
		<b>3. Section 105.7.3</b> Compressed gases	<u>\$75.00</u> \$100.00
		<b>4.4a. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) <u>1<sup>st</sup> 20,000 s.f.</u>	<u>\$75.00</u> \$100.00
		<b>4b. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) per additional <u>20,000 s.f.</u>	<u>\$50.00</u> \$50.00
		<b>5. Section 105.7.5</b> Fire pumps and related equipment	<u>\$25.00</u> \$100.00
		<b>6. Section 105.7.6</b> Flammable and combustible liquids	<u>\$75.00</u> \$100.00
		<b>7. Section 105.7.7</b> Gates or barriers across roadways or private drives	<u>\$50.00</u> \$25.00
		<b>8. Section 105.7.8</b> Hazardous materials	<u>\$200.00</u> \$150.00
		<b>9. Section 105.7.9</b> Industrial ovens	\$50.00 <u>\$50.00</u>
		<b>10. Section 105.7.10</b> LP-gas	<u>\$50.00</u> \$100.00
		<b>11. Section 105.7.11</b> Private fire hydrants (per hydrant installation)	<u>\$50.00</u> \$25.00
		<b>12. Section 105.7.12</b> Smoke control or smoke exhaust systems	\$50.00 <u>\$50.00</u>
		<b>13. Section 105.7.13</b> Spraying or dipping	<u>\$50.00</u> \$150.00
		<b>14. Section 105.7.14</b> Standpipe systems (per 2 connections)	<u>\$100.00</u> \$50.00
		<b>15. Section 105.7.15</b> Temporary membrane structures and tents	<u>\$125.00</u> \$25.00
		<b>16. Section 105.7.16</b> Underground private fire mains	<u>\$150.00</u> \$50.00
		Single family residential automatic fire sprinklers shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.	
	<b>C.</b>	<b>Re-inspection fees</b>	
		<b>1. Site re-inspection</b>	<del>\$50.00</del> <u>100.00</u> per re-inspection

		2. Subsequent re-inspections will increase by \$ <del>25.00</del> <u>50.00</u>	
	<b><u>D.</u></b>	<b><u>Plan Review Fees</u></b>	
		<u>1. Fire - building review fee</u>	<u>\$175.00</u>
		<u>2. Plan Review- 2nd review after rejections</u>	<u>\$130.00</u>
		<u>3. Plan Review- 3rd review after rejections</u>	<u>\$85.00</u>

<b>XII.</b>		<b><u>Food Establishment Permit Fees</u></b>	
	<b>A.</b>	<b>Health fees</b>	
		<del>1. 1 to 4 employees</del>	<del>\$200.00/yr</del>
		<del>2. 5 to 9 employees</del>	<del>\$300.00/yr</del>
		<del>3. 10 to 25 employees</del>	<del>\$400.00/yr</del>
		<del>4. 26 to 50 employees</del>	<del>\$500.00/yr</del>
		<del>5. 51 to 100 employees</del>	<del>\$600.00/yr</del>
		<del>6. 101 or more employees</del>	<del>\$700.00/yr</del>
		<del>7. Mobile vending unit (1 inspection/year)</del>	<del>\$200.00/yr</del>
		<del>8.1.</del> Day Care Centers – with kitchens (2 inspections/year)	<del>\$400.00</del> <u>150.00/yr</u>
		<del>9.2.</del> Day Care Centers – without kitchens (2 inspections/year)	<del>\$75.00</del> <u>100.00/yr</u>
		<u>3. Group Residence (Institution)</u>	<u>\$150.00</u>
		<del>10.4.</del> Nonprofit establishments of all sizes	<del>\$50.00</del> <u>100.00/yr</u>
		<del>11.5.</del> Pre-opening health inspection	<del>\$100.00</del> <u>150.00</u>
		<del>12.6.</del> Owner-initiated inspection	<del>\$100.00</del> <u>150.00</u>
		<u>7. Small Establishment under 1,000 sq. ft.</u>	<u>\$200.00</u>
		<u>8. Medium Establishment 1,001 sq. ft. - 10,000 sq. ft.</u>	<u>\$500.00</u>
		<u>9. Large Establishment above 10,000 sq. ft.</u>	<u>\$700.00</u>
		<u>10. Mobile vending unit (1 year permit, routine inspections)</u>	<u>\$200.00</u>
	<b>B.</b>	<b>Temporary health permit</b>	
		1. Base fee, including first day	\$55.00
		2. For each additional day of event	\$22.00
		3. Renewal fee following closure of more than 30 days; percent of annual fee plus re-inspection fee	25%
	<b>C.</b>	<b>Health re-inspection Fees</b>	
		1. First re-inspection fee	\$50.00
		2. Second re-inspection fee	\$100.00

		<b>3. Third re-inspection fee</b>	<b>\$150.00</b>
		<b>4. Subsequent re-inspections will increase by \$50.00</b>	

<b>XIII.</b>	<b><u>Planning Fees</u></b>	
	Zoning map amendment applications	\$450.00 plus <del>\$25</del> <u>25.00</u> per acre
	Specific use permit & planned development applications	\$1,200.00
	Conceptual plan applications (residential and non-residential)	\$400.00 plus \$2.00 per residential lot plus \$10.00 per acre not divided into residential lots
	Preliminary plat applications (residential and non-residential)	\$400.00 plus \$6.00 per residential lot plus \$30.00 per acre not divided into residential lots
	Final plat applications (residential and non-residential)	\$500.00 plus \$12.50 per residential lot plus <del>\$80</del> <u>80.00</u> per acre not divided into residential lots
	Large acreage tract plat	\$300.00
	Minor correction or amending plat	\$300.00
	Vacation of plat	\$1000.00
	Exemptions from platting	\$300.00
	Zoning Board of Adjustment (Appeals/Variance) request	<del>\$300.00</del> <u>500.00</u>
	Discussion items- per P & Z meeting	\$600.00
	Extension of plat approval	\$250.00

	Design review fee (non-residential-architectural, site plan, landscape reviews and related inspections)	\$0.05 per square foot of the entire site with a minimum of \$500.00 and a maximum of <del>\$1,500</del> <u>1,500.00</u> per platted reserve
	Design review fee for each additional building	\$.05 per square foot of the building with a maximum of <del>\$200</del> <u>200.00</u> per building
	Resubmittal for design review (in conjunction with a building permit application)	\$200.00 each resubmittal
	Child-Care Home Site Approval	\$50.00
	Child-Care Center Site Approval (for existing buildings and structures only)	\$50.00
	<u>Initial Meeting (Free of Charge); Subsequent Pre-Development Meetings Fee:</u>	<u>\$100.00</u>
<b>XIV.</b>	<b><u>After-Hours or Timed Non-Emergency Inspection</u></b>	
	Hourly fee (2 hours minimum for after-hours inspections)	<del>\$65.00</del> <u>75.00</u> per hr
<b>XV.</b>	<b><u>Double Fees</u></b>	
	With respect to any permit fees enumerated above, where work is started prior to obtaining the applicable permit, the fees specified shall be doubled. Such doubled fee shall not relieve any person from fully complying with the requirements in the execution of the work nor from any other penalties prescribed in the code.	
<b>XVI.</b>	<b><u>Temporary Parking, Storage, and/or Use of a Recreational Vehicle Owned by an Out-of-Town Guest at an Occupied Residence</u></b>	

		Permit fee for a maximum period not to exceed ten (10) consecutive days. A maximum of three (3) such permits shall be issued per twelve (12) month period per occupied residence.	<del>\$25.00</del> <u>35.00</u> each
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<b>XVII.</b>	<b><u>Residential Rental Registration</u></b>	
	Permit for Residential Rental Registration for units not exempt under Subsection 14-527 of the Code of Ordinances	\$50.00 per dwelling unit/year
	Permit for Residential Rental Registration for units exempt under Subsection 14-527 of the Code of Ordinances	<del>\$10.00</del> <u>15.00</u> per dwelling unit/year
<b>XVIII.</b>	<b><u>Portable Storage Unit Placement</u></b>	
	Permit for placement of portable storage unit	\$25.00 per portable storage unit
<b>XIX.</b>	<b><u>Manufactured Homes</u></b>	
	License for manufactured home parks <sup>4</sup>	<del>\$25</del> <u>25.00</u> per manufactured home stand
	Permit for parking manufactured homes	<del>\$25</del> <u>25.00</u> per manufactured home
	Replacement permit for parking manufactured homes	<del>\$40</del> <u>10.00</u> per permit
<b>XX.</b>	<b><u>Temporary Use Permit for the Provision of Relief Services</u></b>	
	Temporary use permit for the provision of relief services approved in accordance with Chapter 22, Article IV of the Missouri City Code	<del>\$0</del> <u>50.00</u>
<b>XXI.</b>	<b><u>Tobacco Bar Permit</u></b>	
	Permit for the operation of a tobacco bar pursuant to Subsection 70-107(4) of the Missouri City Code	\$50.00
<b>XXII.</b>	<b><u>Recording Fees</u></b>	
	Deeds	<del>\$11</del> <u>11.00</u> for the first page; <del>\$44</del> <u>44.00</u> for subsequent pages
	Easements	<del>\$11</del> <u>11.00</u> for the first page; <del>\$44</del> <u>44.00</u> for subsequent pages
	Liens	<del>\$11</del> <u>11.00</u> for the first page; <del>\$44</del> <u>44.00</u> for subsequent pages

<sup>4</sup> The manufactured home park license fee includes the cost of a site plan review.

		Releases	\$ <del>10</del> <u>10.00</u> for the first page; \$ <del>5</del> <u>5.00</u> for subsequent pages
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Description	Schedule of Fees Development and Planning2019.7.15 Exhibit
Document 2 ID	file:///\\eocfs03\Users\$\jamilah.way\Desktop\1.2 Exhibit A Schedule of Fees Development and Planning 2020.doc
Description	1.2 Exhibit A Schedule of Fees Development and Planning 2020
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Total changes	323
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DESCRIPTION – EXISTING FEES	CURRENT FEE	FULL COST OF SERVICE	RECOMMENDED FEE
<b>BUILDING</b>			
Commercial Change of Occupancy			
Change of occupancy inspection	\$100.00	\$381.14	\$150.00
General electric inspection	\$50.00	\$277.75	\$75.00
Site inspection	\$25.00	\$194.50	\$50.00
Re-Inspections			
First re-inspection	\$25.00	\$98.14	\$35.00
Subsequent re-inspections will increase by	\$25.00	\$98.14	\$35.00
Temporary construction trailer/dumpster and/or storage container			
Permit Fee	\$100.00	\$98.14	\$95.00
Contractor Registration Fee			
Mechanical	\$80.00	\$117.97	\$100.00
Building	\$80.00	\$117.97	\$100.00
Sign	\$80.00	\$117.97	\$100.00
Swimming Pool	\$80.00	\$117.97	\$100.00
Irrigation	\$80.00	\$117.97	\$100.00
Plumbing			
Permit application fee	\$15.00	\$39.15	\$30.00
Gas			
Permit application fee	\$15.00	\$39.15	\$30.00
Electrical			
Permit application fee	\$15.00	\$39.15	\$30.00
Mechanical			
Permit Application Fee	\$15.00	\$39.15	\$30.00
Duct System	Minimum \$20.00 each , plus \$2 per outlet	\$39.15	Minimum \$30.00 each, plus \$2 per outlet
VAV, mix boxes	\$15.00	\$39.15	\$25.00
Infrastructure			
<i>Major construction improvement and right of way permits</i>			
Percent of construction costs	1% for first \$500,000 valuation and 0.75% for all valuation exceeding \$500,000	1.76% for first \$500,000 valuation and 1.13% for all valuation exceeding \$500,000	1.5% for first \$500,000 valuation and 1.00% for \$500,000(and above) up to \$5,000,000 and 0.75% for \$5,000,000 (and above) capped at \$75,000

<i>Plan Review</i>			
Construction Plans:			
0 acres to less than 6 acres	\$200 initial review	\$490.81	\$300 initial review
6.00 acres to less than 16 acres	\$250 initial review	\$643.01	\$350 initial review
16.00 acres to less than 100 acres	\$350 initial review	\$1,102.69	\$500 initial review
100 acres and greater	\$500 initial review	\$1,704.64	\$700 initial review
Grading Plans (area being recontoured)			
0 acres to less than 3 acres	\$25.00	\$157.73	\$35.00
3 acres to less than 15 acres	\$50.00	\$265.63	\$75.00
15 acres or greater	\$100.00	\$505.60	\$150.00
Commercial Development	\$100 initial submittal	\$329.16	\$150 initial submittal
Major Landscaping	\$200 initial submittal		\$300.00 Initial submittal
<i>Variance Review</i>			
Variance Review Fee	\$50.00	\$230.98	\$100.00
<i>Fences</i>			
Fences over six feet (the first 50 linear feet)	\$25.00	\$273.03	\$35.00
Each additional 50 linear feet or part thereof	\$10.00	\$273.03	\$15.00
<i>Pools</i>			
Private	\$100.00	\$344.33	\$125.00
Self-contained spas	\$25.00	\$273.55	\$30.00
<i>Sign Permit Fees</i>			
Signs 96 square feet or less	\$100.00	\$831.04	\$150.00
Signs 97 square feet or more	\$100.00 base fee plus \$0.50 each sq ft over 96 or fraction thereof	\$8.31 each sq ft over 96 or fraction thereof	\$100.00 base fee plus \$0.75 each sq ft over 96 or fraction thereof
<b>FIRE</b>			
Operational Permits			
Section 105.6.1 Adult or child day care facility	\$50.00	\$221.85	\$150.00
Section 105.6.2 Carbon dioxide systems used in beverage dispensing applications	\$75.00/every 2 years	\$133.11	\$125/every 2 years
Section 105.6.3 Carnivals of fairs (per event)	\$500.00	\$177.48	\$150.00
Section 105.6.4 Compressed gases	\$50.00	\$177.48	\$150.00
Section 105.6.5 Dry cleaning	\$50.00/ every 2 years	\$221.85	\$200.00/ every 2 years
Section 105.6.6 Explosives	\$1,000.00	\$532.45	\$500

Section 105.6.7 Foster home	\$25.00	\$133.11	\$100.00
Section 105.6.8 Flammable and combustible liquids	\$50.00	\$133.11	\$125.00
Section 105.6.9 Hazardous materials	\$50.00	\$221.85	\$200.00
Section 105.6.10 Health care facility (hospitals, nursing homes, health clinics, dialysis clinics):			
• 1-100 licensed beds	\$100.00	\$177.48	\$150.00
• 101-150 licensed beds	\$150.00	\$221.85	\$200.00
• Over 150 licensed beds	\$200.00	\$266.22	\$250.00
Section 105.6.11 High-piled storage (permitted and inspected every two years)	\$100.00/every 2 years	\$221.85	\$200.00/every 2 years
Section 105.6.12 Hot work operations (per site)	\$100.00	\$133.11	\$125.00
Section 105.6.13 Pool supply retail establishment (permitted and inspected every two years)	\$25.00/every 2 years	\$177.48	\$150.00/every 2 years
Section 105.6.14 Residential care facility			
3-5 licensed occupancy	\$100.00	\$133.11	\$125.00
Section 105.6.15 Rooftop heliports	\$500.00	\$177.48	\$175.00
Section 105.6.16 Temporary storage tanks (per tank)	\$50.00	\$133.11	\$125.00
Section 105.6.17 Tire-rebuilding plants	\$500.00	\$177.48	\$150.00
Construction permits			
Section 105.7.1 Automatic fire-extinguishing systems:			
a. Fire sprinkler system installation (first 10,000 square feet)	\$100.00	\$266.22	\$250.00
b. Each additional 10,000 square feet	\$50.00	\$332.78	\$300.00
c. Remove, add, or relocate 1-25 sprinkler heads	\$25.00	\$133.11	\$125.00
d. Remove, add, or relocate over 25 sprinkler heads	\$100.00	\$221.85	\$200.00
e. Fixed fire extinguishing systems	\$50.00	\$110.93	\$110.00
Section 105.7.2 Battery systems (liquid capacity over 50 gallons)	\$100	\$110.93	\$110.00

Section 105.7.3 Compressed gases	\$100.00	\$199.67	\$175.00
Section 105.7.4 Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored)	\$100.00	\$199.67	\$175.00
Section 105.7.5 Fire pumps and related equipment	\$100.00	\$133.11	\$125.00
Section 105.7.6 Flammable and combustible liquids	\$100.00	\$177.48	\$175.00
Section 105.7.7 Gates or barriers across roadways or private drives	\$25.00	\$110.93	\$75.00
Section 105.7.8 Hazardous materials	\$150.00	\$354.97	\$350.00
Section 105.7.9 Industrial ovens	\$50.00	\$110.93	\$100.00
Section 105.7.10 LP-gas	\$100.00	\$110.93	\$110.00
Section 105.7.11 Private fire hydrants (per hydrant installation)	\$25.00	\$110.93	\$75.00
Section 105.7.12 Smoke control or smoke exhaust systems	\$50.00	\$133.11	\$100.00
Section 105.7.13 Spraying or dipping	\$150.00	\$221.85	\$200.00
Section 105.7.14 Standpipe systems (per 2 connections)	\$50.00	\$177.48	\$150.00
Section 105.7.15 Temporary membrane structures and tents	\$25.00	\$221.85	\$150.00
Section 105.7.16 Underground private fire mains	\$50.00	\$266.22	\$200.00
Re-inspection fees			
Site re-inspection	\$50.00 per re-inspection	\$221.85 per re-inspection	\$150.00 per re-inspection
Subsequent re-inspections	\$75.00	\$110.93	\$100.00
Food Establishment Permit Fees			
Day Care Centers – with kitchens (2 inspections/year)	\$100.00/yr	\$500.61	\$150.00/yr
Day Care Centers – without kitchens (2 inspections/year)	\$75.00/yr	\$500.61	\$100.00/yr
Nonprofit establishments of all sizes	\$50.00/yr	\$500.61	\$100.00/yr
Pre-opening health inspection	\$100.00	\$500.61	\$150.00
Owner-initiated inspection	\$100.00	\$500.61	\$150.00
<b>PLANNING</b>			
Zoning Board of Adjustment (Appeals/Variance) request	\$300.00	\$1,260.23	\$500.00

After-Hours or Timed Non-Emergency Inspection			
Hourly fee (2 hours minimum for after-hours inspections)	\$65.00 per hr	\$156.61	\$75.00 per hr
Temporary Parking, Storage, and/or Use of a Recreational Vehicle Owned by an Out-of-Town Guest at an Occupied Residence			
Permit fee for a maximum period not to exceed ten (10) consecutive days. A maximum of three (3) such permits shall be issued per twelve (12) month period per occupied residence.	\$25.00 each	\$39.66	\$35.00 each
Residential Rental Registration			
Permit for Residential Rental Registration for units exempt under Subsection 14-527 of the Code of Ordinances	\$10.00 per dwelling unit/year	\$39.33	\$15.00 per dwelling unit/year
Temporary Use Permit for the Provision of Relief Services			
Temporary use permit for the provision of relief services approved in accordance with Chapter 22, Article IV of the Missouri City Code	\$0.00	\$344.28	\$50.00
<b>DESCRIPTION – NEW FEES</b>			
		<b>FULL COST OF SERVICE</b>	<b>RECOMMENDED FEE</b>
<b>BUILDING</b>			
Flat Plan review fee		\$439.58	\$100
<b>INFRASTRUCTURE</b>			
Floodplain permitting fees (minimum)		\$123.79	\$100
Floodplain permitting fees multiple lots requiring map revision – Initial Review Fee up to 25 acres		\$412.14	\$350
Floodplain permitting fees multiple lots requiring map revision – Initial Review fee exceeding 25 acres		\$692.88	\$500
<b>FIRE</b>			
Operational permit fee for Assembly's		\$88.74	\$80
Operational permit for Annual Fire and Life Safety inspections		\$88.74	\$80
Fire – building review fee		\$88.74	\$85.00

Plan review – 2 <sup>nd</sup> review after rejections		\$177.48	\$175.00
Plan review – 3 <sup>rd</sup> review after rejections		\$133.11	\$130.00
<b>FOOD ESTABLISHMENT PERMIT FEES</b>			
Health Fees			
Group Residence (Institution)		\$500.61	\$150.00
Small Establishment under 1,000 sq. ft.		\$341.61	\$200.00
Medium Establishment 1,001 sq. ft. – 10,000 sq. ft.		\$522.37	\$500.00
Large Establishment above 10,000 sq. ft.		\$737.52	\$700.00
Mobile vending unit (1 inspection/year)		\$500.61	\$200.00
<b>PLANNING</b>			
Pre-Development Meetings		\$1,849.32	\$100.00 for subsequent meeting requests on same property; 1 <sup>st</sup> Meeting Free of Charge.

**Meeting Notes**  
City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM



Meeting Photograph 1



Meeting Photograph 2

## Meeting Notes

City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM

### **Developers and Stakeholder Meeting Notes:**

The meeting began at 4:00 PM; introductions were given. Allena Portis, Director of Financial Services, gave opening remarks and introduced the Fee Study consultant, Dennis Goral, Senior Analyst with Willdan Financial Services. Allena Portis commented that the fee study review was performed for the purpose of reducing the City's general fund subsidy on provided services, to better support departmental funding, and to set realistic expectations for cost recovery.

Jennifer Thomas Gomez gave an update of changes that are being implemented in the development review process. Over the last several months, the recent legislative changes have triggered changes in the overall process. We have completed and published the 2020 application submittal schedule, which absorbs all of the changes to our processes. The time-clock approved in the last legislative session has been applied to any projects that are going before the Planning and Zoning Commission. This would include any type of plat submittal, and any land development application (improvements such as civil work, ground-up construction, any building permit application that affects the movement of soil, excluding vertical construction). The new submittal packet will be mailed out to everyone within the next week or so, and it will be placed on the City's website. Included in the application packet, is the Citizen Self-serve information, for residential and commercial projects, which will provide for an electronic plan review process. This will allow applicants to see project status, and the workflow of applications in progress. We are still in the beta testing phase. We have identified a few pilot applicants and plats that will go through that process, in order to tract the workflow and application progress. We will provide training on the log-in process, user name and contact setup, and help with accessibility in the online system. The new fee schedule will play into the new online system so that it absorbs the costs involved not only on the staff time, but will also reduce the load on our permit and review coordinators Tami Gertz and Gretchen Pyle in the number of necessary phone calls. The information will now be readily available to you through the Citizen Self-serve.

Dan Muniza, developer with Trammell Crow Company, asked if you can also pay fees online? Jennifer Thomas Gomez stated that it will have that functionality, but not during beta testing; however, staff is still working out the logistics with Financial Services and IT.

### **PowerPoint Presentation:**

Dennis Goral presented the purpose and methodology of the recent user fee study performed by Willdan Financial Services. Most recently adopted Texas State law requires that fees for services must reasonably relate to the cost of services being provided. Texas State Laws passed recently include: HB852 which states that municipalities may no longer charge residential fees based on valuation of the work. Also, Senate Bill 2 does not allow the general fund to generate as much revenue, which pushes the costs to the operating departments more so.

The primary goal for the user fee study is to determine the reasonable full recovery costs for providing services for each department. Each fee and service is calculated individually. Personnel hourly salary rate is incorporated with each fee or service. Salary and benefit costs are divided by the billable hours. Billable hours take into account the total hours within the year, subtracting sick days, holidays, vacation and non-working days, and arrives to the working hours. Direct and indirect overhead is also factored in.

Up to 100% of the full costs may be collected by the City. But, the City may set the fees lower to reach certain goals. Willdan Financial Services considered fees charged by the following departments: Animal Control, Fire Services, Engineering Division, and the Planning and Building Divisions.

## Meeting Notes

City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM

Dennis Goral further explained all of the involved steps of the study. Beginning with the data analysis covering department's issues, department interviews were held, we gathered time estimates to complete each step per fee, determined labor costs, developed a cost allocation plan, the costs layers were built into the model, including direct and indirect costs, departmental overhead and city-wide overhead (central services) were evaluated. Last step involved setting of the fees, defining the full costs of each fee and service, defining the subsidy amount for each fee and service, and the setting of cost recover levels.

Dennis Goral explained that the full hourly burden of every staff member which handles the provided permit or services per hourly rate was utilized to calculate full cost for services.

Next, Dennis Goral illustrated how the City's fees compare to the neighboring municipalities. Houston, Rosenberg, College Station, Sugar Land, Friendswood, Pearland, League City, and the City of Baytown. For example, for **Animal Control**, the Missouri City fees were 150% lower than Sugar Land, 111% lower on average compared to Pearland, and 31% on average than League City.

For **Engineering**, the Missouri City fees are 68% lower than Sugar Land, 192% lower than Pearland, and 17% lower than League City. For **Development Services**, the Missouri City fees are 29% lower than Sugar Land, 42% lower than Pearland, and about 7% lower than League City. For **Fire Inspections**, fees are 150% lower than Sugar Land, 46% lower than Pearland, and 51% lower than League City. It was noted that Missouri City has not done an overall adjustment to its fees in quite a long time.

Dennis Goral then focused on each department, noting that the current Fire fees are subsidizing the cost of providing services: The current subsidy for all fire fees is at 34% from the general fund. We recommend bringing the Fire fees closer to cost recovery, which would be an increase to 37 fees, 2 fees would remain as currently set, 4 fees would decrease (based on the full cost calculation), and 5 new fees would be added for new types of services. The fee increases would lower the subsidy to an average of 12% between all of the fees.

Dennis Goral added that the Engineering current fees are heavily subsidizing the cost of providing services; the current subsidy for all engineering fees is at 64% from the general fund. The suggested fees are to bring department services up, closer to full cost recovery. As a result, there would be an increase to 12 fees and 4 new fees would be added. The suggested fees would bring the subsidy down to an average of 40%.

For Planning and Building: Based on time based analysis: The current average planning and building subsidy is at 58%, the suggested fees would bring the subsidy down to an average of 54%.

As a result, there would be an increase to 36 fees, 115 fees would remain as currently set, 1 fee would decrease, 5 new fees would be added, and 15 pre-existing fees would be replaced with a new fee structure.

For the Building Permit Fee Program: As mentioned, the residential building permit fee changed, due to new State law; the current cost recovery is at 95.5% and a fee increase of 4.7% would bring the cost recovery to 100%.

In terms of future planning, it is recommended that the City of Missouri City looks at this as a multi-year process and avoid rate increase shock. You do not want to raise the fee more than 50%. Although certain fees are so much below the full cost recovery, it makes sense to raise them higher than 50%. Gradual annual increases and considerations in subsequent years is a better approach.

## Meeting Notes

City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM

Generally, individuals or groups who receive private benefit from service should pay 100% of cost. But, in certain situations, subsidization is an effective public policy tool: Encourage participation; ensure compliance when cost is prohibitive to residents; and, allow access to services.

Dennis Goral ended by recommending that the City includes an annual inflation factor which will allow City Council by resolution to annually adjust fees based on CPI or other factors.

Allena Portis added that Staff presented a cost recovery policy to Council for review in November, 2019, as a guide for use reviewing the recommendations in the User Fee Study. There were three (3) different levels of cost recovery, based on the levels mentioned, such as 0%-30% cost recovery (where there is a benefit to the community); 65%-100% cost recover (benefits only the person requesting the service); and, 31%-64% mid cost recovery (benefits the entire community, while assuring compliance with codes). We then took the recommended fees and rated them in accordance with the percent recovery levels.

Allena Portis asked that the attendees review the recommended fees listed in the handouts as well as the comparisons to the local municipalities.

Allena Portis added that the fee schedule is due to go before City Council on March 16, 2020, feedback is welcomed during that meeting, and prior to final approval.

Jennifer Thomas Gomez noted that the pre-development fee was recommended at \$100. Options were discussed including refunding if the meeting were to be cancelled. Online payments and online meeting request options were suggested. *(Note that Laurance Turner, sent in a comment that this fee should either be raised or removed in order for it to be more effective; Staff has opted to recommend the fee be added at \$100 for subsequent meeting requests that come in for the same property; 1<sup>st</sup> meeting requests will be free of charge).*

Pam Akinyemi asked about the expedited plan review services on the residential side; Jennifer Thomas Gomez explained how those services are provided for commercial projects only.

Noel Keeley asked when was the last time the fees were increased? Jennifer Thomas Gomez replied that it was probable last revised 8-10 years ago. There were incremental amendments done over time on a few fees as laws have changed.

Shashi Kumar highlighted changes to the Major Construction Improvement (MCI) fees. Also there are flood plain review permit fees added.

Dan Muniza noted that he has stated all alone that they do not mind paying the extra fees for the improved services and expedited reviews, if there can be a guarantee on services, not knocking anyone in particular. He is willing to pay double fees for expedited, as long as he knows he would be getting expedited services. Otis Spriggs noted that with the new agreements and contracts for expedited services, those capabilities will be provided at every level (Planning, Engineering, Fire and Building) of review moving forward.

Dan Muniza also commended on the online capabilities. He asked if the plat application process and packet will be reviewed with more scrutiny before submission to the Commission? Jennifer Thomas Gomez explained that prior to the new law, the plat schedule was a two-week period prior to the P&Z agenda and plats were approved with comments. The schedule period has now increased, instead of a submittal on the third week, there is submittal on the second week. Submittal dates will be the same week as the P&Z meetings on Thursdays and Fridays. We have built in a quality control period, to allow

## Meeting Notes

City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM

the minor comments to be cleared. Checklist items and form/content comments will not go forward to P&Z, minor details can be addressed and removed. Applicants have until the Wednesday after submission to revised documents and resubmit those for the P&Z meeting, and staff's final comments will be based on the resubmitted plats.

Jake Burgus asked will there be increased fees to accommodate online submissions and a ridding paper submissions?

Jennifer Thomas Gomez stated that Egima Edwards was able to convince P&Z to go paperless on their agenda packets; so we are closer on the Plat side with reduced number of paper copies. On the permit side, not so much as of yet. Kirk Allen explained that we will still require a wet sealed paper copy (latest approved set) on the job site for inspection reference.

Dan Muniza asked when will we go-live with the EnerGov Online public access? Jennifer Thomas Gomez responded, by Summer of 2020. Online payments options are still pending and being implemented. There is a calendar feature which shows scheduled meetings and hearings; project workflow and status is also on there. The applicant's contact information/account profile with the project team's email addresses will enable access to project details and statuses, allowing them to attach and download files.

Dan Muniza asked when does the review process begin after application is submitted? Jennifer Thomas Gomez noted that there is a 5-day quality control (completeness check period). The new submittal cycle and schedule will give you those dates.

Attendees were invited to attend the Council meeting on March 16, 2020 at 7:00 PM. Meeting ended at 5:15 PM. The meeting attendance list follows, next page:

**Meeting Notes**  
 City of Missouri City Fee Study Stakeholders Meeting,  
 February 27, 2020, 4:00 PM



Developers/Builders	Email Address	Telephone	Attended Meeting (Yes or No)
Laurance Turner, Kelly R Kaluza & Associates, Inc.	lturner@kaluzainc.com	281.341.0808	No but gave comments.
Dan Muniza, Trammell Crow Company	dmuniza@trammellcrow.com	713-963-4007	Yes
Chase Evans, Rosenberger Construction	cevans@rosenbergerconstruction.com	281-207-0700 x117	No
Noel Keeley, D.R. Horton Inc.	nkeeley@drhorton.com	281-881-5202	Yes
Sara Notice, D.R. Horton Inc.	snotice@drhorton.com	832-500-5684	Yes
Pam Akinyemi, D.R. Horton, Inc.	Mphorton1@sbcglobal.net	713-503-1660	Yes
Sean Eaton, Gehan Homes	seaton@gehanhomes.com	713-443-5322	No
Juan Ospina, Burton Construction	jospina@burtonconstruction.com	281-313-5055	Yes
Geoff Freeman, LJA Engineering	gfreesman@lja.com	713.358.8830	Yes
Amanda Carriage	acarriage@lja.com		No
James Brown	jbrown@lja.com		No
Chad E. Hablinks, P.E., Costello	chablinski@costelloinc.com	713.783.7788 ext. 3825	No
Jorge L. De La Rosa, Sr., Costello	jdelarosa@costelloinc.com	713.783.7788	No
Jake Burgus, TBG Partners	jacob.burgus@tbgpartners.com	713 439 0057 ext., 517-319 759 7880	Yes
Janet M. Baccus, P.E., JONES & CARTER	jbaccus@jonescarter.com	713.353.7246	No
Tom Duecker, JONES & CARTER	jduecker@jonescarter.com	832.913.4000 Ext. 2951	Yes
Sean Burch	SBurch@jonescarter.com		No

**Meeting Notes**  
City of Missouri City Fee Study Stakeholders Meeting,  
February 27, 2020, 4:00 PM

<b>Staff &amp; Admin. Team</b>	<b>Email Address</b>	<b>Telephone</b>	<b>Attended Meeting (Yes or No)</b>
Allena Portis, Director of Financial Services	allena.portis@missouricitytx.gov	281 403 8614	Yes
Kirk Allen, CBO	kallen@missouricitytx.gov	281 403 8556	Yes
Jennifer Thomas Gomez, Planning Manager	jennifer.thomasgomez@missouricitytx.gov	281 403 8547	Yes
Otis T. Spriggs, Director of Development Services	otis.spriggs@missouricitytx.gov	281 403 8661	Yes
Gretchen Pyle, Interim Planning Specialist	gretchen.pyle@missouricitytx.gov	281 403 8667	Yes
H. Daniel Maerz, Deputy Building Official	hdaniel.maerz@missouricitytx.gov	281 403 8558	No
Tami Gertz, Permit Review Coordinator	tami.gertz@Missouricitytx.gov	281 403 8510	Yes
Egima Edwards, Planning Technician	egima.edwards@missouricitytx.gov	281 403 8541	Yes
Thomas White, Planner II	thomas.white@missouricitytx.gov	281 403 8542	Yes
Matt Rios, Fire Marshal	matthew.rios@missouricitytx.gov	281 403 4309	No
Jared Defoore, Senior Fire Inspector	jared.defoore@missouricitytx.gov	281 403 4308	No
Shashi Kumar, City Engineer/Public Works Director	shashi.kumar@missouricitytx.gov	281 403 8579	Yes
Jeremy Davis, Assistant City Engineer	jeremy.davis@Missouricitytx.gov	281 403 8685	Yes
Eugene Campbell, Fire Chief	eugene.campbell@missouricitytx.gov	281 403 4302	Yes
Bill Atkinson, Assistant City Manager	Bill.atkinson@missouricitytx.gov	281 403 8696	Yes
Dennis Goral, Senior Analyst, Willdan Financial Services, Meeting Facilitator	dgoral@willdan.com	972-378-6588, ext. 5	Yes, Via Webex



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 16, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(b) Review and Approval of User Fee Study Recommendations for Animal Services  
**Submitted by:** Allena Portis, Director of Financial Services

### SYNOPSIS

The City has been working with Willdan to complete a User Fee Study focused on development related services and animal control services. Many of these fees are for services that benefit an individual or group, and are not fully supported by tax revenue. The benefits to reviewing and updated these user fees are to:

1. Reduce General Fund subsidy
2. Better support department funding
3. Set realistic expectations for cost recovery

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

### BACKGROUND

This item is for city council's consideration in response to and in conformance with the recently amended Section 214.907, Local government Code as added by House Bill 852 and signed into effect immediately on May 21, 2019. Further, the City Code of Ordinances, establishes that fees and charges under the various articles shall be established by a resolution of the city council.

A presentation on the User Fee Study was given to the Finance and Services Committee on October 10, 2019 and the City Council received a presentation on November 18, 2019. A workshop to engage stakeholders including the development/building community was held on February 27, 2020.

City staff and Willdan analyzed user fees for Planning, Building, Public Works, Engineering, Fire, and Animal Control. Analysis included evaluation of staff involved, time estimates, development of fully burdened hourly rates, citywide overhead, and the calculation of a full cost recovery fee. This level of detail provides the basis for the following:

1. Defensible methodology
2. Compliant fees-for-service
3. Reasonable cost of providing services
4. Cost recovery

The City can legally set fees at a level to recover the full cost of providing these services. The underlying assumption for the user fee is that costs of services benefiting individuals and not the entire community should be borne by the individuals receiving the service. In some instances, it is reasonable to establish

1. Reducing General Fund subsidy
2. Better supporting the departments' funding
3. Setting realistic expectations for cost recovery

The study process provided each department the opportunity to propose additions and deletions to their fee schedules, as well as rename, reorganize, and clarify fees imposed. Based on the consultant's analysis, departments have made recommendations on proposed fees. Certain fees have been recommended to increase or decrease to reflect current program costs while other fees will remain unchanged.

### **Highlights of Recommended Fees**

The Fee Study Document included as an attachment contains a description of the fee, current fee amount, full cost of service, and recommended fee for each fee with a proposed change.

City staff considered the following criteria in making fee recommendations:

- Type of permit and service provided
- Current fees
- Sensitivity to public/customers
- Reasonableness of fees/increases
- Comparisons to neighboring jurisdictions, though fees charged by other cities are not necessarily based on the same methodology or cost recovery principles
- City's desire to better balance subsidizing the cost of services

In order to provide consistent guidelines for setting recommended fees, a cost recovery policy was submitted to Council for review in November 2020. Preparing a cost recovery policy is considered a best practice by the Government Finance Officer's Association.

## **SUPPORTING MATERIALS**

1. Proposed Resolution with schedule of fees
2. Changes marked
3. Fee Study Document

## **STAFF'S RECOMMENDATION**

### **Recommended Action:**

Staff recommends City Council approve the recommended fee schedules with an effective date of May 1, 2020.

**Director Approval:**

**Allena Portis, Director of Financial Services**

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

**Bill Atkinson**

RESOLUTION NO. R-20-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, ADOPTING A SCHEDULE OF FEES PERTAINING TO THE REGULATION, REGISTRATION, IMPOUNDMENT AND HANDLING OF ANIMALS BY THE CITY OF MISSOURI CITY, TEXAS; AND PROVIDING FOR REPEAL.**

\* \* \* \* \*

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

Section 1. The regulation, registration, impoundment and handling of animals by the City of Missouri City, Texas, shall be accompanied by fees associated therewith in the amounts specified in the Schedule of Fees attached hereto as Exhibit "A" and made a part hereof.

Section 2. Repeal. Resolution No. R-18-09, adopted March 19, 2018 is hereby repealed. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 3. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

## EXHIBIT A

### SCHEDULE OF FEES FOR THE REGULATION, REGISTRATION, IMPOUNDMENT AND HANDLING OF ANIMALS

<b>Impoundment Fees (Includes first day of boarding)</b>				
<b>Class of Animal</b>	<b>Number of Impoundments</b>			
	1st	2nd	3rd & 4th	5th & Above
Class A - Canine/ Feline	\$25.00	\$35.00	\$50.00	\$100.00
Class B- Small Livestock	\$30.00	\$45.00	\$60.00	\$120.00
Class C- Large Livestock	\$40.00	\$55.00	\$70.00	\$140.00
Class D-1- Wild animal unconfined	\$40.00	\$55.00	\$70.00	\$140.00
Class D-2- Wild animal confined	\$25.00	\$35.00	\$50.00	\$100.00

<b>Daily Boarding Fees</b>	
<b>Class of Animal</b>	<b>Amount of Fees</b>
Class A- Canine/Feline	\$12.50
Class B- Small Livestock	\$12.00
Class C- Large Livestock	\$15.00
Class D-1- Wild animal unconfined	\$15.00
Class D-2- Wild animal confined	\$15.00

<b>Annual City Registration Fees</b>	
Sterilized Animal	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$25.00
<i>Microchipped Animal</i>	\$5.00
<i>Non-Microchipped Animal</i>	\$10.00
Non-Sterilized Animal	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$35.00
<i>Microchipped Animal</i>	\$15.00
<i>Non-Microchipped Animal</i>	\$20.00
Transfer of Ownership	\$0.00
Hearing/Vision Impaired Trained Animal	\$0.00
Law Enforcement Trained Animal	\$0.00
Dog Declared Dangerous by City	\$100.00

<b>Adoption Fees*</b>	
Canines	\$110.0 Per Animal
Felines	\$90.00 Per Animal
Microchipping Fee	\$20.00

<b>Daily Quarantine Fee</b>	
Canines	\$12.00
Felines	\$12.00

\*The Director of Public Works may, from time to time, lower adoption fees for dogs and cats provided that:

1. Such fees are the fees required at an adoption event at which the maximum fees allowed are lower than the fees prescribed by this resolution; or
2. The Director of Public Works determines that an “adoption sale” is necessary to promote adoption, reduce the euthanasia rate, and avoid overcrowding in the Missouri City animal shelter

**SCHEDULE OF FEES FOR THE REGULATION, REGISTRATION,  
IMPOUNDMENT AND HANDLING OF ANIMALS**

<b>Impoundment Fees (Includes first day of boarding)</b>				
<b>Class of Animal</b>	<b>Number of Impoundments</b>			
	1st	2nd	3rd & 4th	5th & Above
Class A - Canine/ Feline	\$25.00	\$35.00	\$50.00	\$100.00
Class B- Small Livestock	\$30.00	\$45.00	\$60.00	\$120.00
Class C- Large Livestock	\$40.00	\$55.00	\$70.00	\$140.00
Class D-1- Wild animal unconfined	\$40.00	\$55.00	\$70.00	\$140.00
Class D-2- Wild animal confined	\$25.00	\$35.00	\$50.00	\$100.00

<b>Daily Boarding Fees</b>	
<b>Class of Animal</b>	<b>Amount of Fees</b>
Class A- Canine/Feline	<del>\$7.50</del> \$12.50
Class B- Small Livestock	<del>\$7.50</del> \$12.00
Class C- Large Livestock	<del>\$10.00</del> \$15.00
Class D-1- Wild animal unconfined	<del>\$10.00</del> \$15.00
Class D-2- Wild animal confined	<del>\$10.00</del> \$15.00

<b>Annual City Registration Fees</b>	
<b>Sterilized Animal</b>	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$25.00
<i>Microchipped Animal</i>	\$5.00
<i>Non-Microchipped Animal</i>	\$10.00
<b>Non-Sterilized Animal</b>	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$35.00
<i>Microchipped Animal</i>	\$15.00
<i>Non-Microchipped Animal</i>	\$20.00
Transfer of Ownership	\$0.00
Hearing/Vision Impaired Trained Animal	\$0.00
Law Enforcement Trained Animal	\$0.00
Dog Declared Dangerous by City	<del>\$50.00</del> \$100.00

<b>Adoption Fees*</b>			
Canines	<del>\$85.00</del>	\$110.0	Per Animal
Felines	<del>\$70.00</del>	\$90.00	Per Animal
Microchipping Fee	\$20.00	<b>NEW FEE</b>	

<b>Daily Quarantine Fee</b>		
Canines	<del>\$7.50</del>	\$12.00
Felines	<del>\$7.50</del>	\$12.00

\*The Director of Public Works may, from time to time, lower adoption fees for dogs and cats provided that:

1. Such fees are the fees required at an adoption event at which the maximum fees allowed are lower than the fees prescribed by this resolution; or
2. The Director of Public Works determines that an "adoption sale" is necessary to promote adoption, reduce the euthanasia rate, and avoid overcrowding in the Missouri City animal shelter

<b>DESCRIPTION – EXISTING FEES</b>	<b>CURRENT FEE</b>	<b>FULL COST OF SERVICE</b>	<b>RECOMMENDED FEE</b>
<b>ANIMAL SERVICES</b>			
Daily Boarding Fees			
Class A- Canine/Feline	\$7.50	\$270.64	\$12.50
Class B- Small Livestock	\$7.50	\$46.45	\$12.00
Class C- Large Livestock	\$10.00	\$46.45	\$15.00
Class D-1- Wild animal unconfined	\$10.00	\$46.45	\$15.00
Class D-1- Wild animal confined	\$10.00	\$46.45	\$15.00
Annual City Registration Fees			
Dog Declared Dangerous by City	\$50.00	\$293.00	\$100.00
Adoption Fees			
Canines	\$85.00 per animal	\$186.99	\$110.00 per animal
Felines	\$70.00 per animal	\$194.90	\$90.00 per animal
Daily Quarantine Fee			
Canines	\$7.50	\$44.42	\$12.00
Felines	\$7.50	\$44.42	\$12.00
<b>DESCRIPTION – NEW FEES</b>			
		<b>FULL COST OF SERVICE</b>	<b>RECOMMENDED FEE</b>
<b>ANIMAL SERVICES</b>			
Microchipping Fee		\$32.37	\$20
<i>Registration fees re-structured to include consideration for microchipping</i>			



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 16, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 11(c) Project Brazos Cover Memo  
**Submitted by:** E. Joyce Iyamu, City Attorney

**SYNOPSIS**

Mayor Ford requested City Council Consideration of this item on behalf of a request made by the Mayor Joe Zimmerman of Sugar Land.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Create a great place to live.

**BACKGROUND**

This resolution was requested by Mayor Ford.

**BUDGET ANALYSIS**

Funding is not being requested at this time.

**Purchasing Review:** N/A

**Financial/Budget Review:** N/A

**SUPPORTING MATERIALS**

1. Resolution
2. PowerPoint presentation on Project Brazos study

**STAFF'S RECOMMENDATION**

**Action required:** Consider adopting the resolution.

**Assistant City Manager/  
City Manager Approval:** GLEN A. MARTEL, ACM

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, SUPPORTING PROJECT BRAZOS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND MAKING CERTAIN FINDINGS RELATING THERETO.**

\* \* \* \* \*

WHEREAS, the Brazos River is the eleventh longest river in the United States and stretches more than 1,280 miles, with approximately 10,000 square miles of watershed within the lower basin that flows free, without reservoir control, through the 89 miles that run through Fort Bend County; and

WHEREAS, the Brazos River has been impacted by erosion due to river meander; and

WHEREAS, the rate of erosion of the Brazos River has accelerated due to the historic rain events in 2015, 2016, and 2017, which significantly damaged public and private infrastructure and property; and

WHEREAS, the Fort Bend County Commissioners Court completed a study on May 23, 2019, which identified certain critical locations that have experienced severe erosion from 2015, to the present day; and

WHEREAS, the study performed by Fort Bend County identifies proactive approaches to mitigate river erosion at critical points along the Brazos River, which would positively impact the lives of Fort Bend County residents (“Project Brazos”); and

WHEREAS, Project Brazos identifies two locations along the Brazos River in Missouri City’s extraterritorial jurisdiction and the Sienna development; and

WHEREAS, representatives of Fort Bend County and other local representatives have met with state officials, the Texas Department of Transportation, the Brazos River Authority, and the United States Army Corps of Engineers—Galveston District, to discuss Project Brazos and funding opportunities for the project; and

WHEREAS, by partnering with federal, state and local leaders, Project Brazos is taking a unified regional approach to addressing the accelerated rate of erosion of the Brazos River, as well as future erosion; and

WHEREAS, the City of Missouri City, Texas (the "City"), desires to support the regional effort to address the regional approach to addressing the accelerated rate of erosion of the Brazos River; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City to support Project Brazos; now therefore,

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

Section 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. The City Council of the City of Missouri City hereby acknowledges its support of Project Brazos.

Section 3. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

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

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

PASSED, APPROVED and ADOPTED this 16th day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney



**PROJECT  
BRAZOS-  
ADDRESSING  
BRAZOS RIVER  
EROSION**



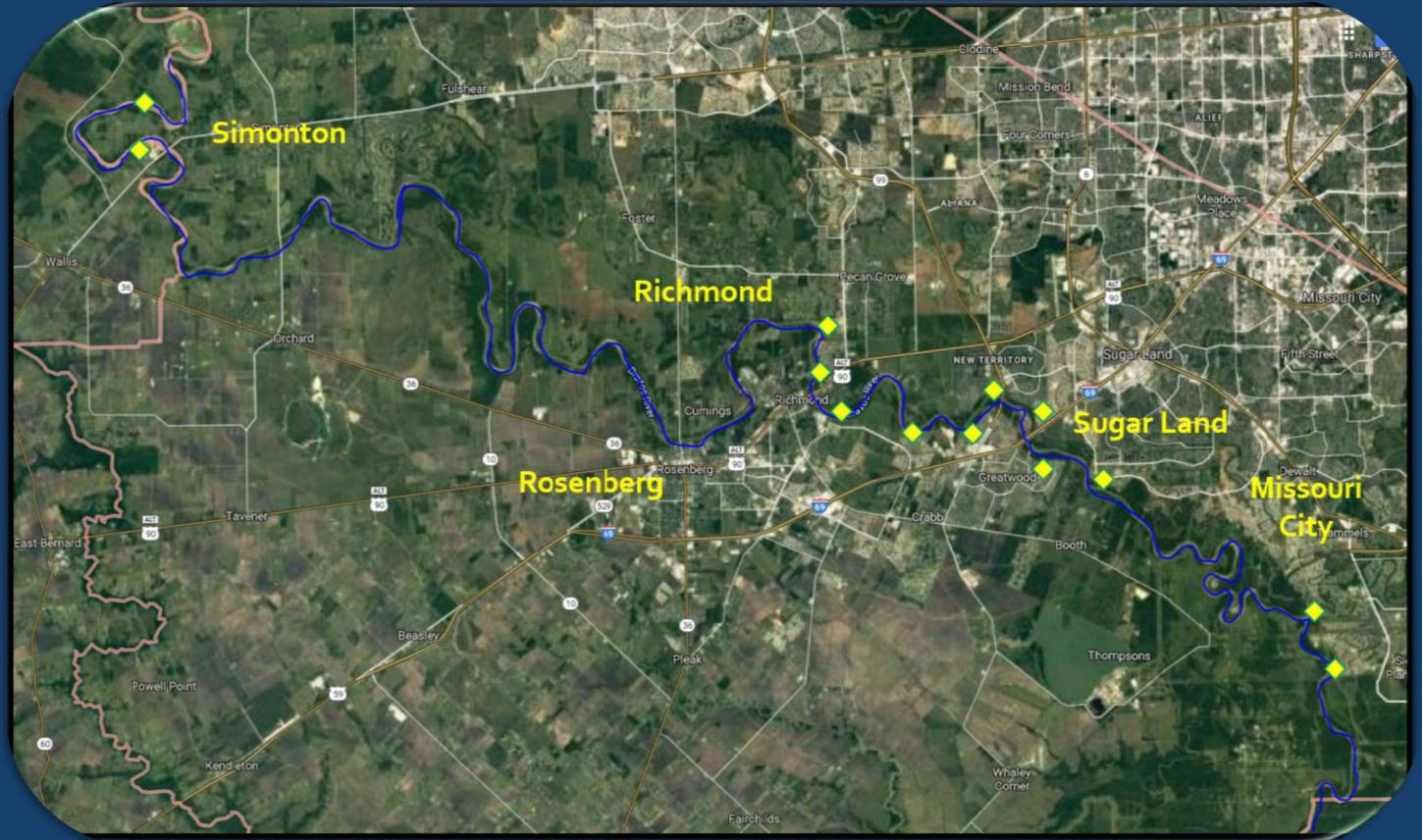
KEN R.  
**DEMERCHANT**  
COMMISSIONER  
Fort Bend County - Precinct 4

**HUITT-ZOLIARS**

# 13 CRITICAL EROSION AREAS ALONG 89 MILES OF RIVER COUNTY AND REGION WIDE IMPACT



13 Critical Erosion  
Areas



KEN R.  
**DEMERCHANT**  
COMMISSIONER  
Fort Bend County - Precinct 4



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# PROJECT BRAZOS- STAKEHOLDERS\*

## ☐ County

- Fort Bend County
- FBC Drainage District
- FB Toll Road Authority
- Surrounding Counties

## ☐ City

- Sugar Land
- Simonton
- Richmond
- Rosenberg
- Missouri City

## ☐ Special Districts

- Levee Improvement Districts # 6,7, 10, 11, 17, Sienna Plantation
- Municipal Utility Districts # 121, 140

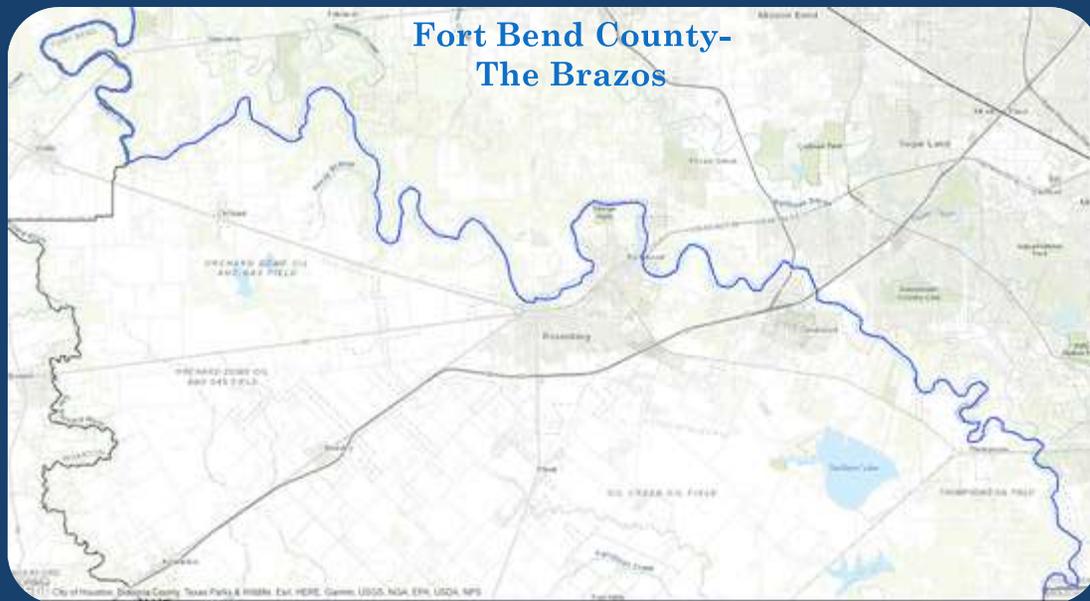
## ☐ Other

- Texas Dept. of Transportation
- Gulf Coast Water Authority
- Center Point Energy
- Union Pacific Rail Road
- US Army Corps of Engineers – ERDC and Galveston District
- Brazos River Authority



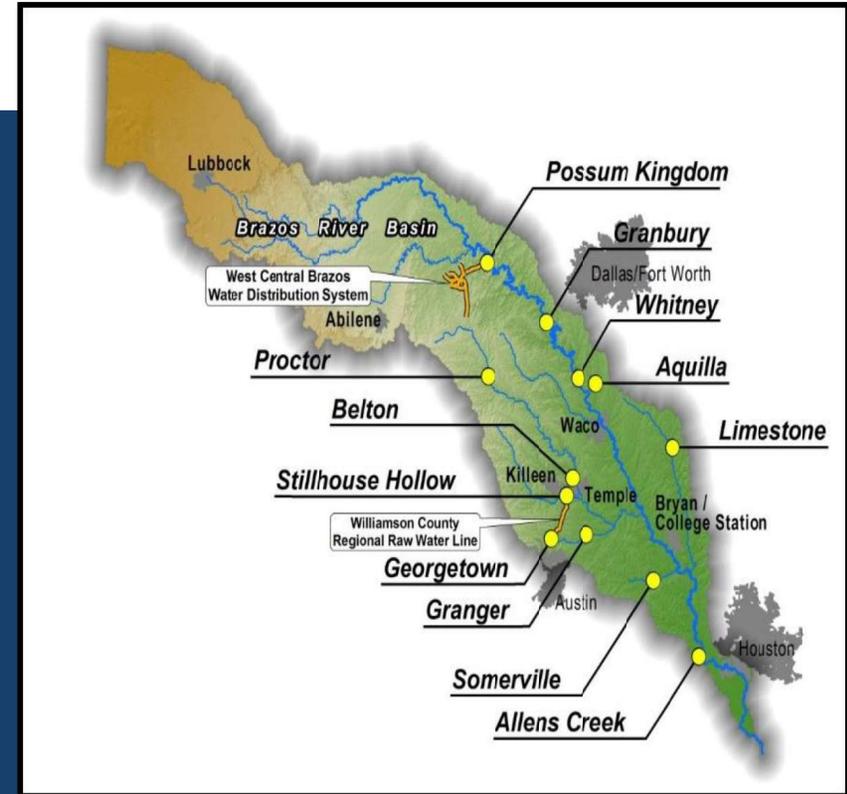
# AGENDA

- ❑ Presentation
- ❑ Aerial View (Drone Video) of Erosion
- ❑ Questions and Answers
- ❑ Field Visit

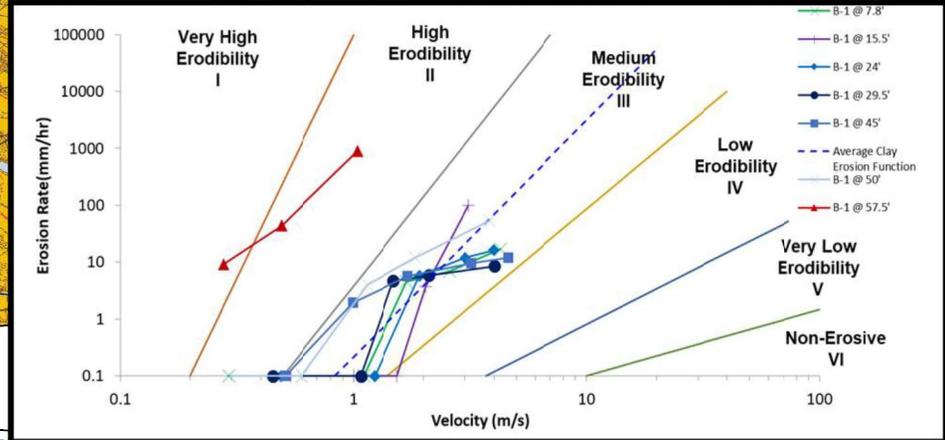
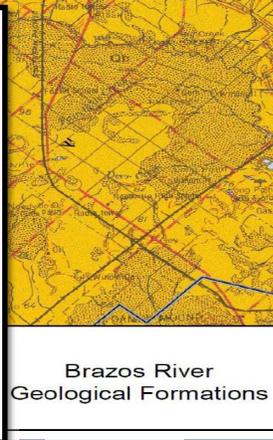
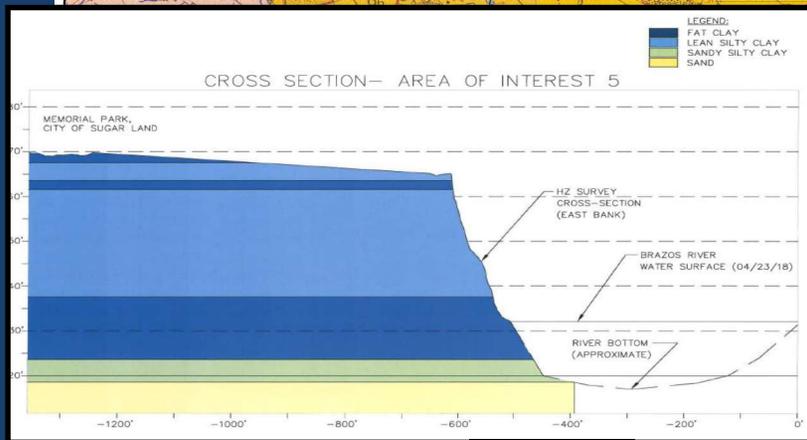
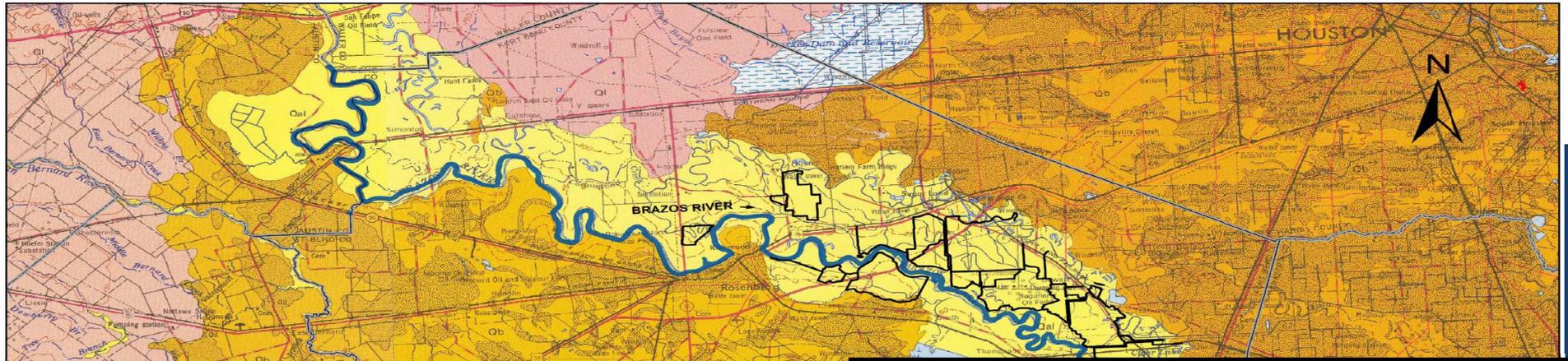


# THE BRAZOS RIVER – ONE OF TEXAS' LARGEST RIVERS

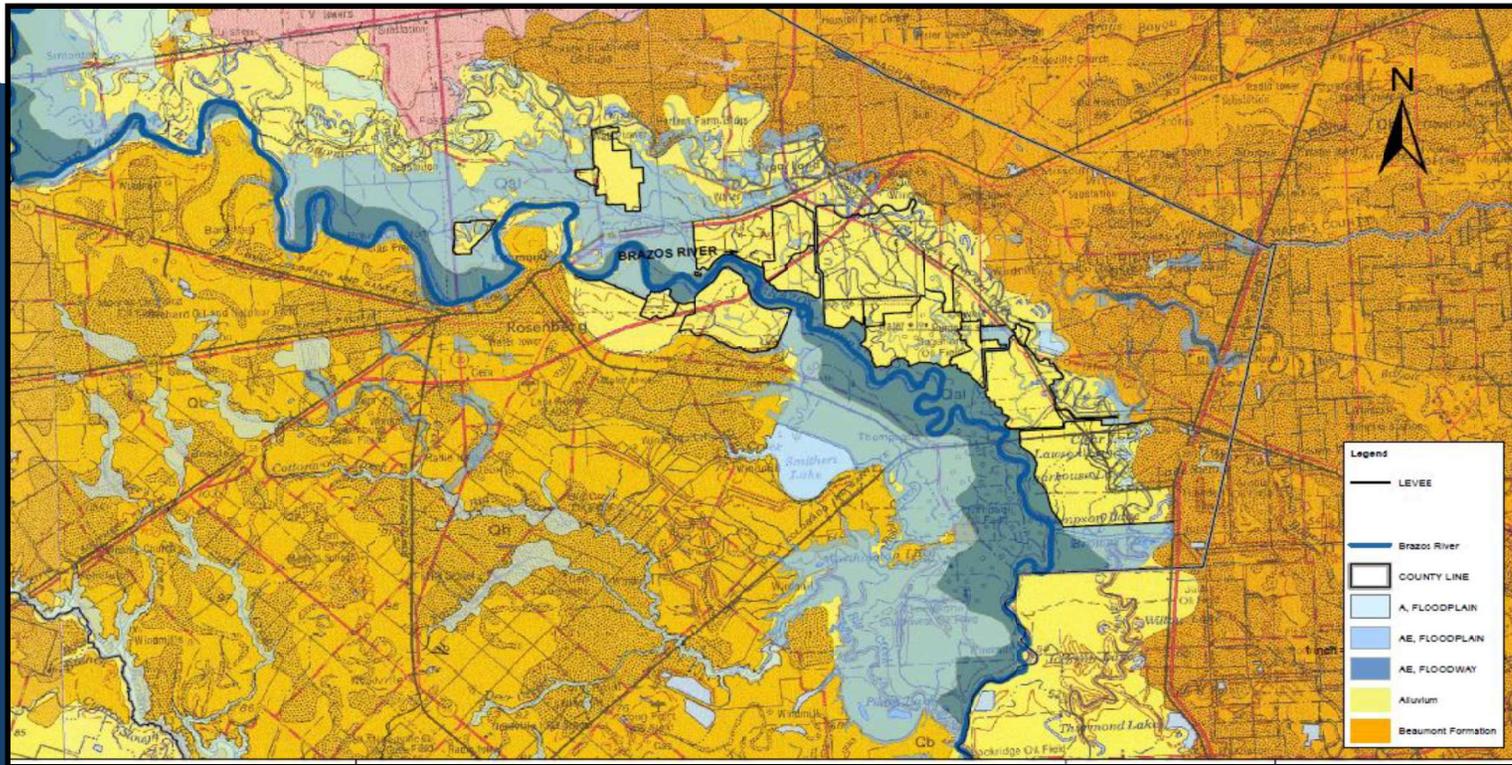
- Stretches more than 1,280 miles from the New Mexico to the Gulf of Mexico in Freeport
- 11<sup>th</sup> longest river in the US
- System includes
  - 11 reservoirs
    - 8 US Army Corps of Engineers (flood control)
    - 3 Brazos River Authority (water supply)
- Approximately 89 miles of the Brazos River runs through Fort Bend County



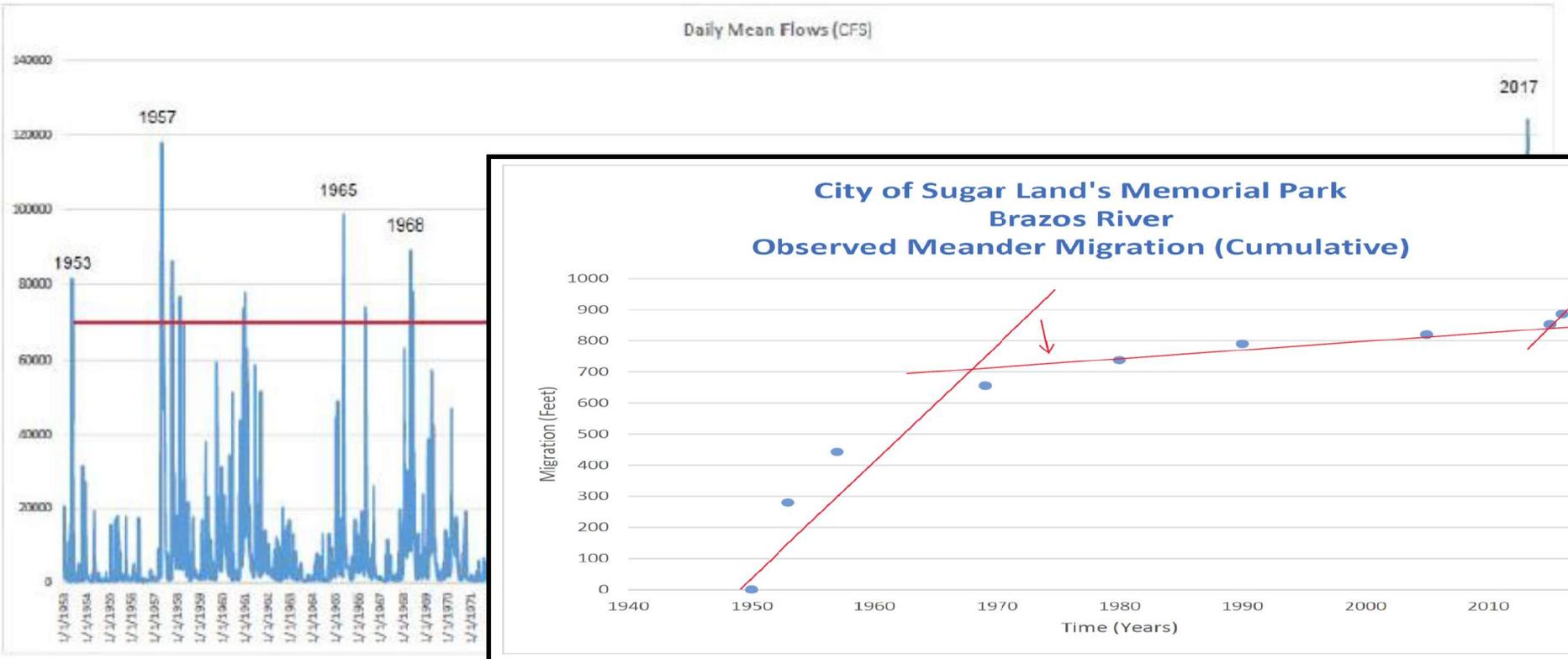
# GEOLOGIC FLOODPLAIN BOUNDARY



# CURRENT FLOODPLAIN BOUNDARY



# FLOW HISTORY OF THE BRAZOS RIVER





Grand Parkway SH 99



Simonton

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# IS 69/ SH 59- Hurricane Evacuation Route



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COMMISSIONER  
Fort Bend County - Precinct 4

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# ESTIMATED IMPACT ON FORT BEND COUNTY

AREAS OF IMPACT	* IMPACT IN DOLLARS
State Highway 99 Bridge, US 90A, & New Territory Neighborhood	1.3 B
Interstate 69/SH 59, Brazos Turnaround, University of Houston Sugar Land, & Telfair Neighborhood	1.2 B
Interstate 69/SH 59, Brazos Turnaround & Great Wood Neighborhood	1.1 B
Sienna Planation Neighborhood - North	1.1 B
Sienna Planation Neighborhood - South	1.1 B
Memorial Park – Sugar Land	600 M
Memorial Hermann Hospital, River Park Neighborhood & River Park Shopping Center	300 M
Dell Webb Community & Veranda Neighborhood	250 M
River Park West Neighborhood	200 M
River's Edge Neighborhood - North	200 M
River's Edge Neighborhood - South	200 M
Union Pacific Rail Road Bridge	5.5 M
FM 1093 Bridge	2.5 M
<b>TOTAL</b>	<b>\$8 Billion</b>



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 COMMISSIONER  
 Fort Bend County - Precinct 4

\* Approximate Property Value at Risk

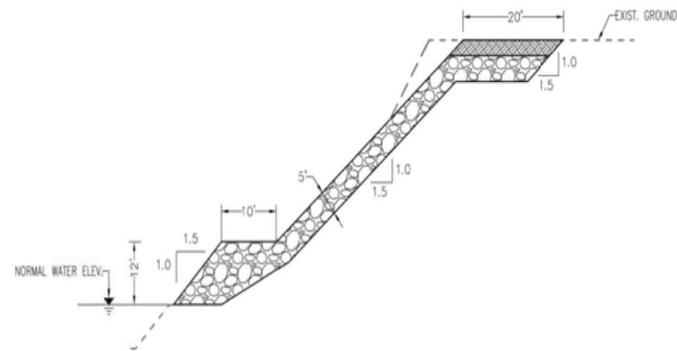


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# PROPOSED IMPROVEMENT – STONE TOE DIKE & TIE BACK

- ❑ Environmentally Friendly
- ❑ Economical
- ❑ Coordinated with the US Army Corps of Engineers

Total Estimated Project Cost \$360 M



1 TYPICAL STONE DIKE WITH TIEBACK  
TIE BACK WIDTH = 10'  
SCALE: N.T.S.



# Homochitto, MS- River Repair



USACE-ERDC  
(2014)



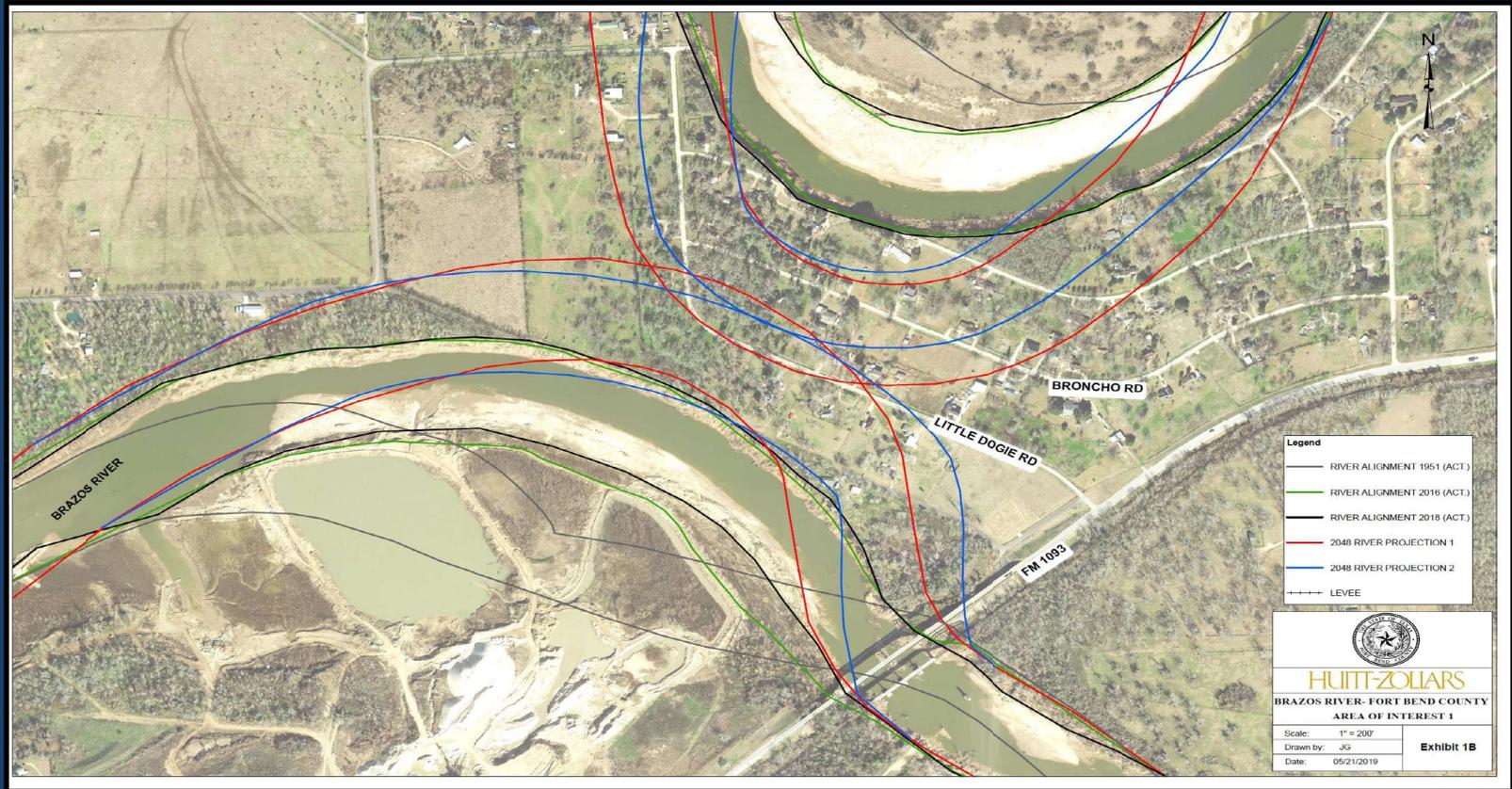
USACE-ERDC  
(2018)

# Site Locations

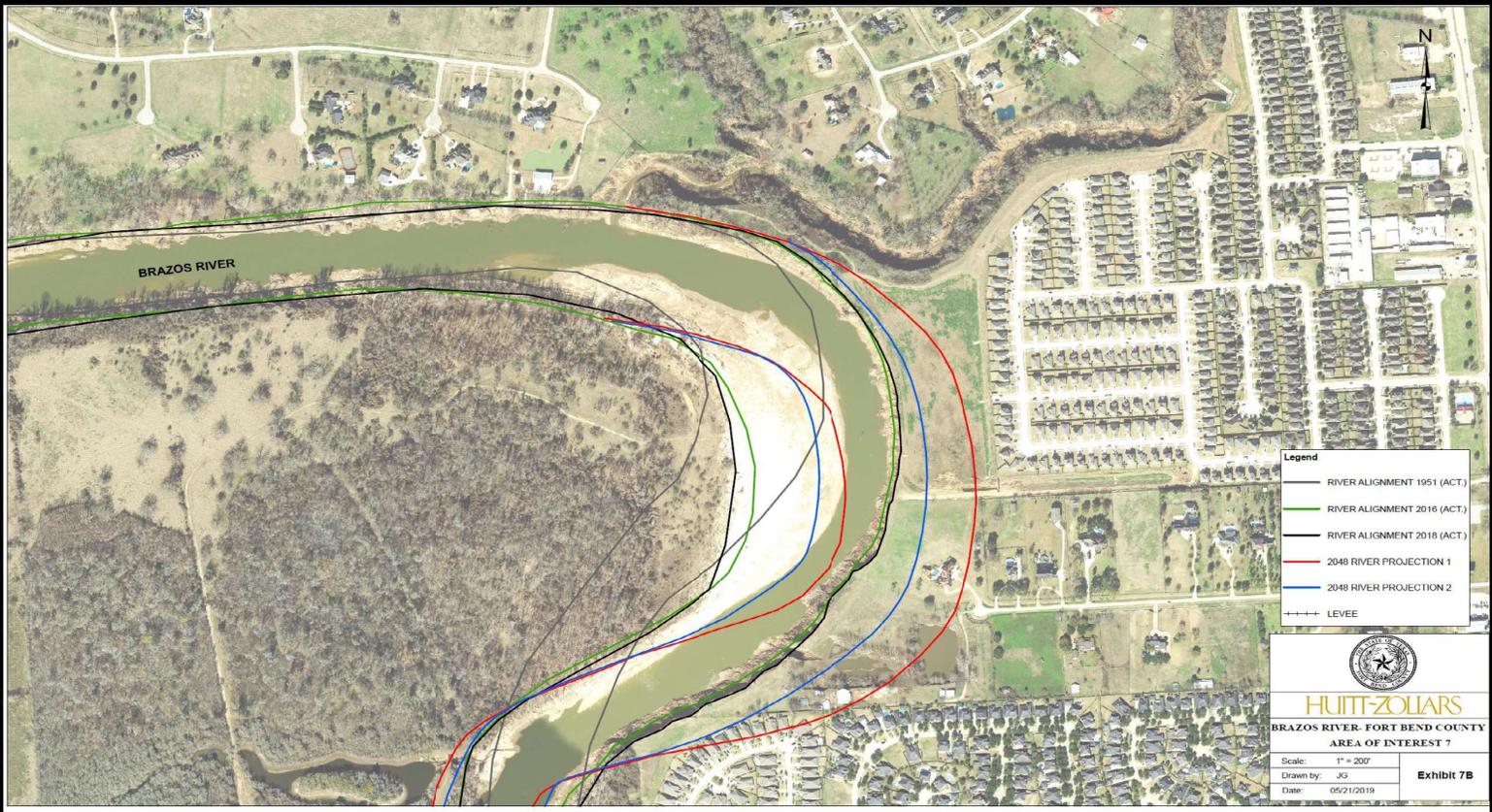


<u>Site</u>	<u>Location (side of river is based on looking upstream)</u>
1	Meander Upstream of FM 1093 Bridge – right side
2	FM 1093 Bridge and UPRR Bridge – right side
3	Fort Bend County Municipal Utility District 140 North – right side
4	Fort Bend County Municipal Utility District 140 South – right side
5	Fort Bend County Levee Improvement District No. 6 – left side
6	Fort Bend County Municipal Utility District No. 121 – left side
7	Fort Bend County Levee Improvement District No. 10 – left side
8	Fort Bend County Levee Improvement District No. 7 – right side
9	Fort Bend County Levee Improvement District No. 17 – right side
10	Fort Bend County Levee Improvement District No. 11 – left side
11	City of Sugar Land Memorial Park – right side
12	Sienna Plantation Levee Improvement District North – right side
13	Sienna Plantation Levee Improvement District South – right side

# Probable positions of the Brazos River bank in 2048 – Site 1 and 2



# Probable positions of the Brazos River bank in 2048 – Site 3



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# Probable positions of the Brazos River bank in 2048 – Site 4



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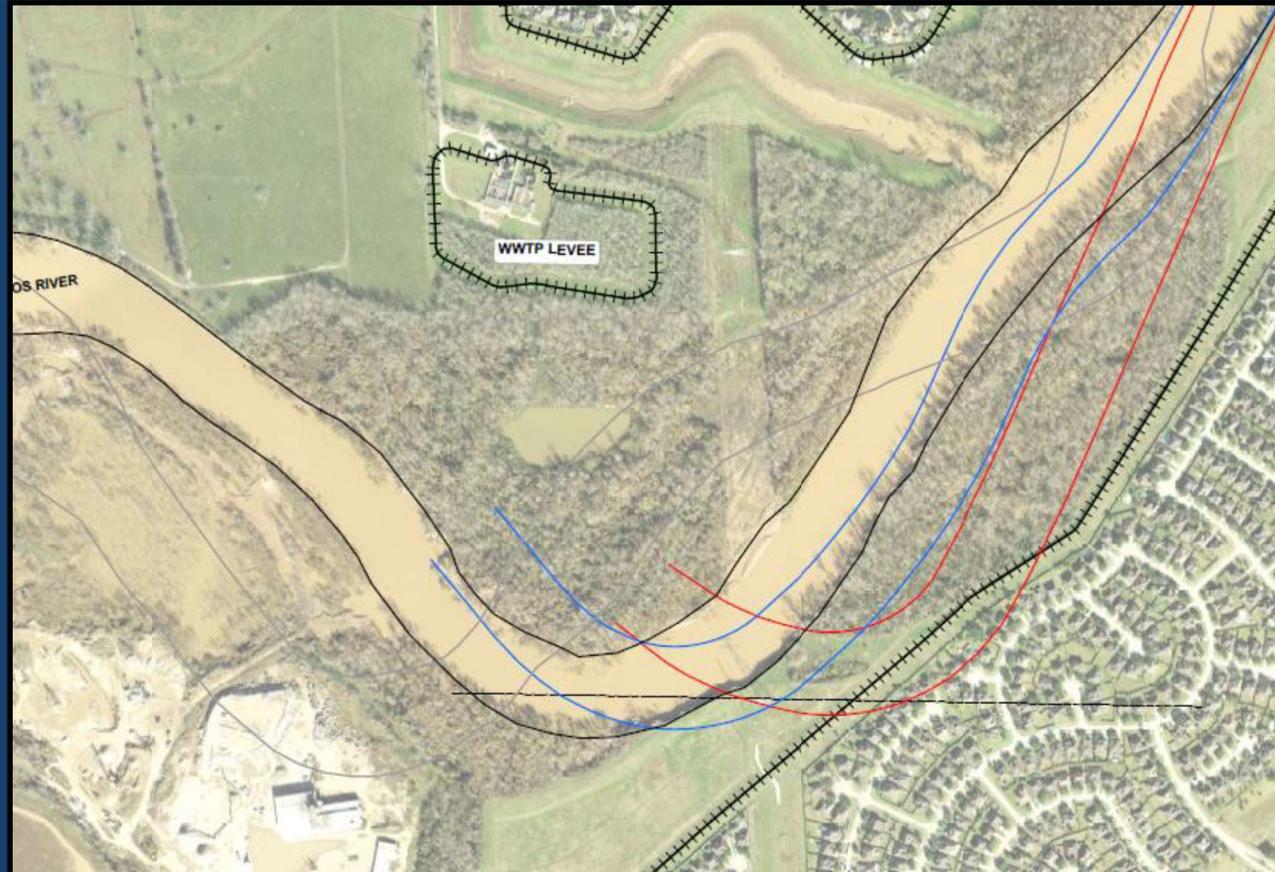
# Probable positions of the Brazos River bank in 2048 - 5



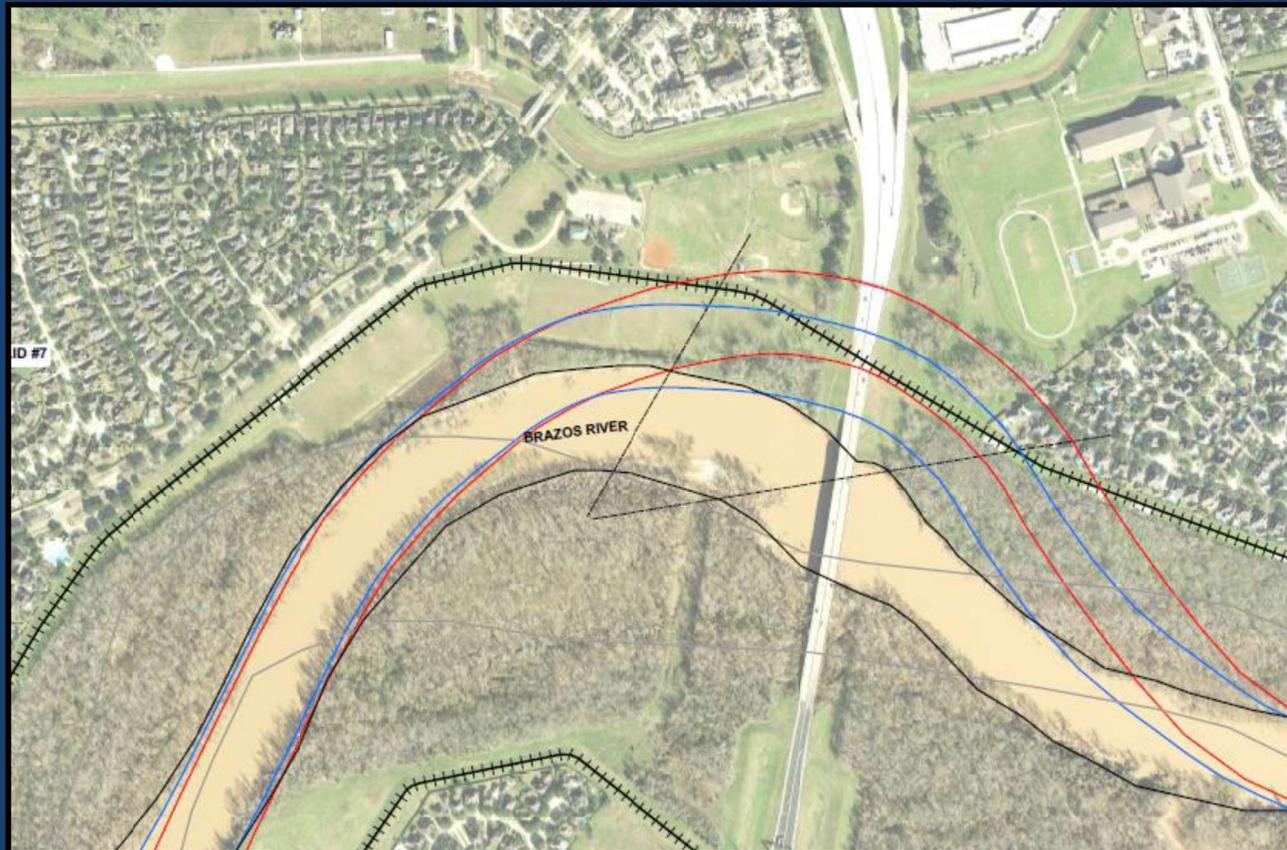
# Probable positions of the Brazos River bank in 2048 – Site 6



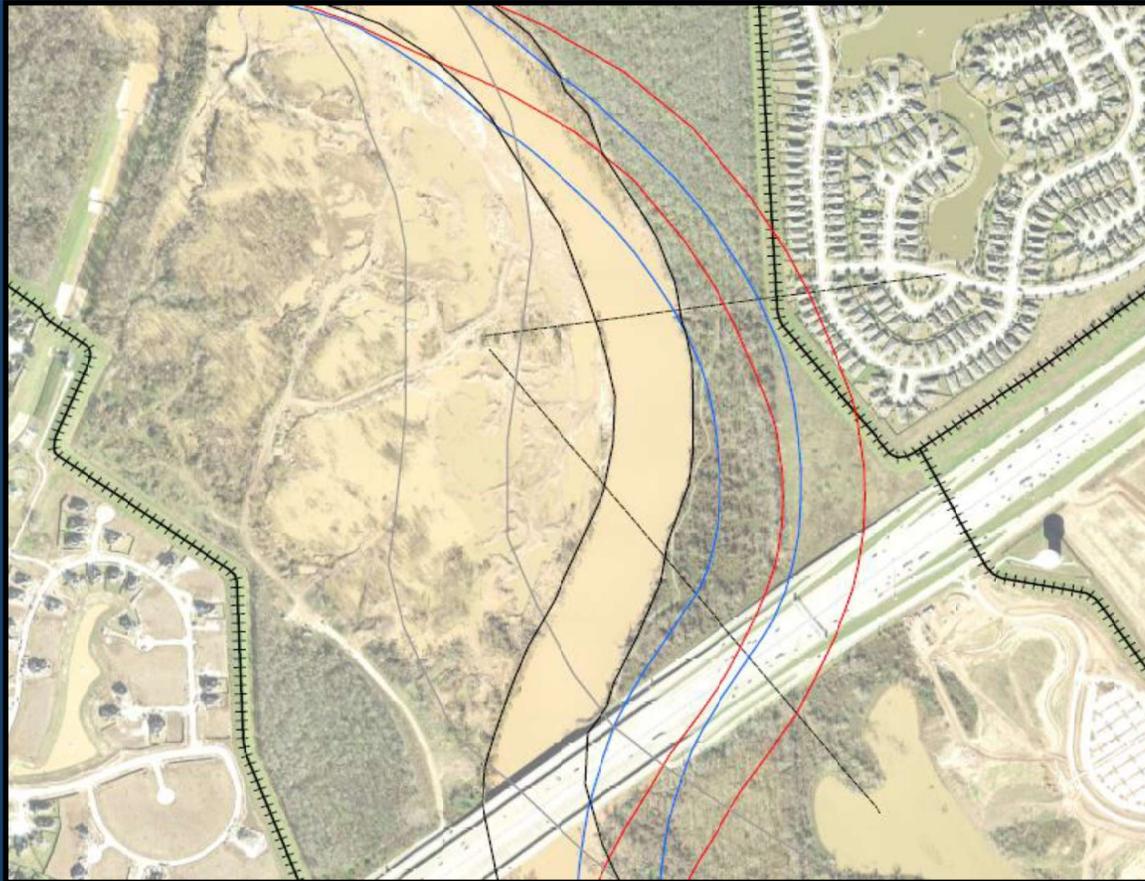
# Probable positions of the Brazos River bank in 2048 – Site 7



# Probable positions of the Brazos River bank in 2048 – Site 8



# Probable positions of the Brazos River bank in 2048 – Site 9

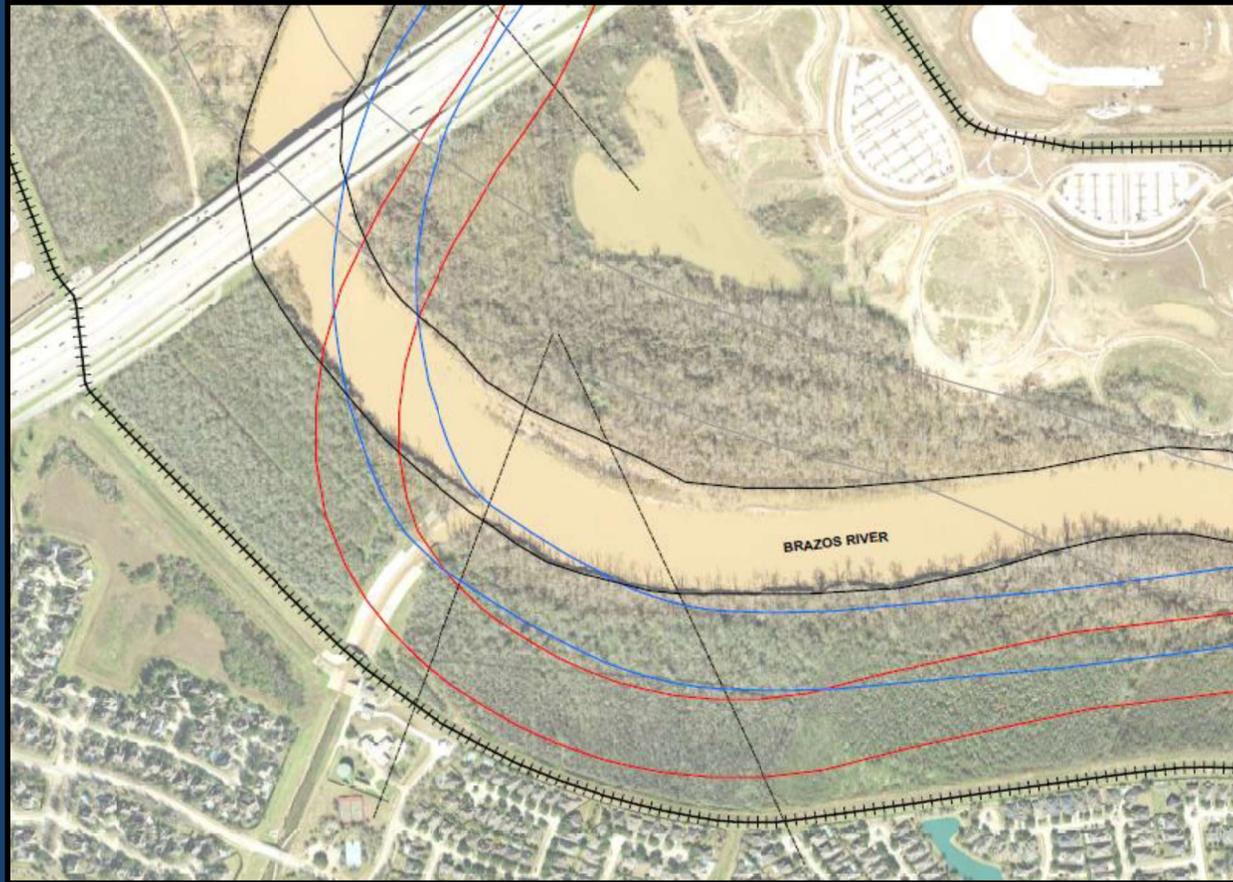


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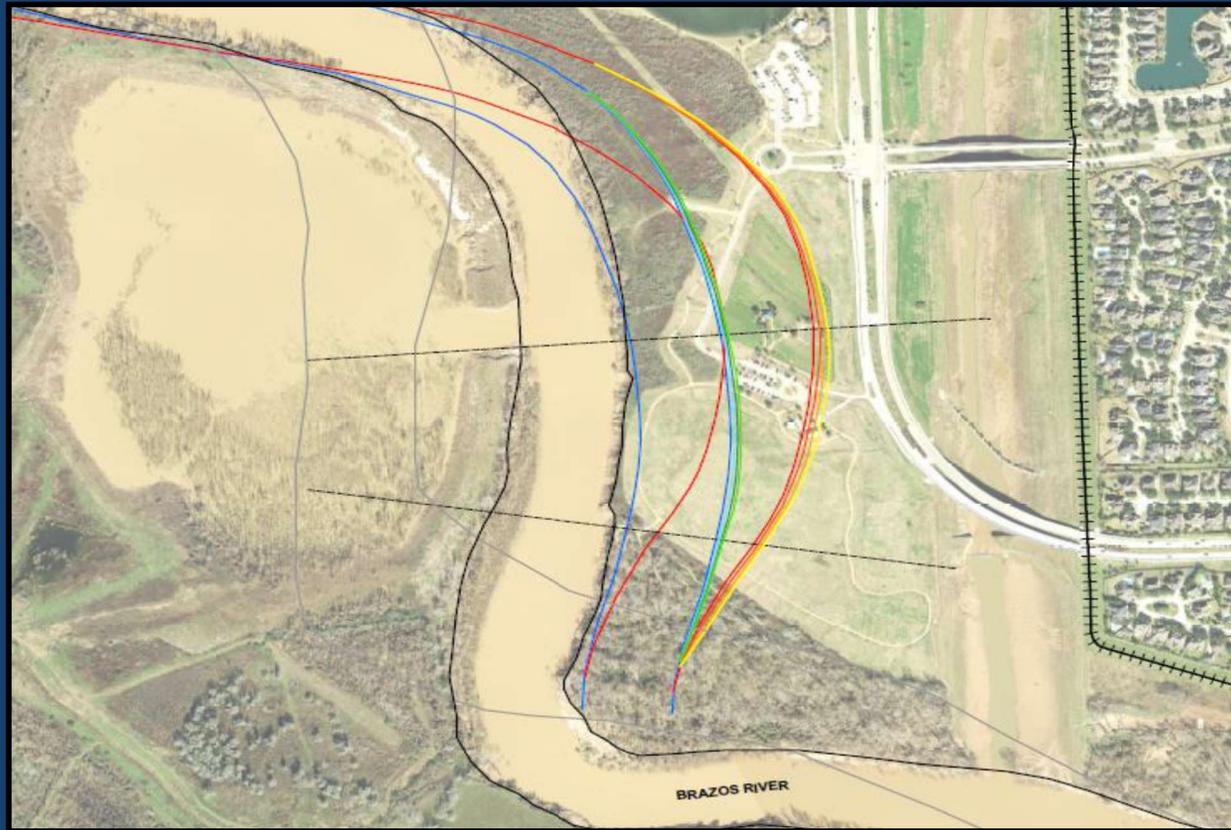


**HUITT-ZOLIARS**

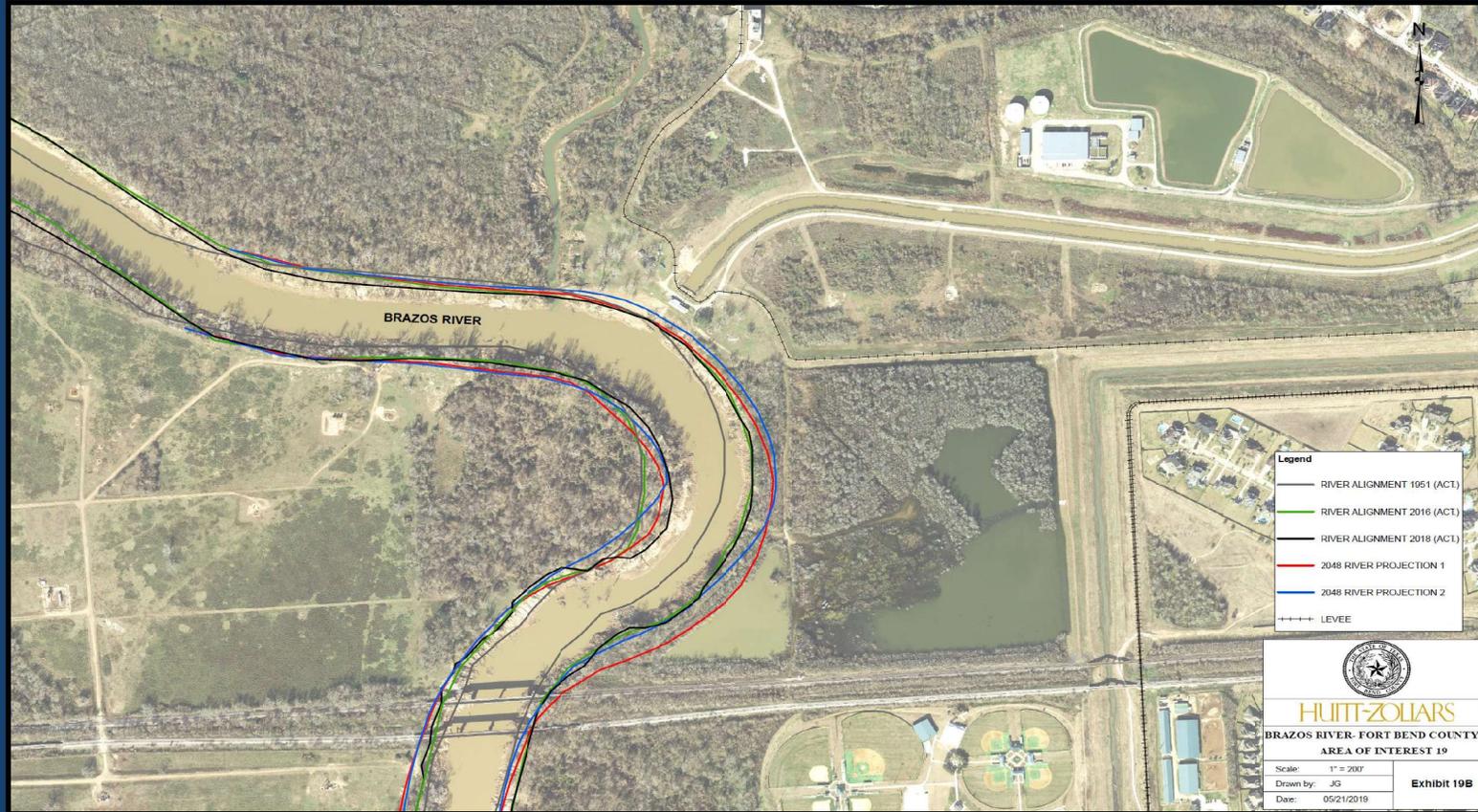
# Probable positions of the Brazos River bank in 2048 – Site 10



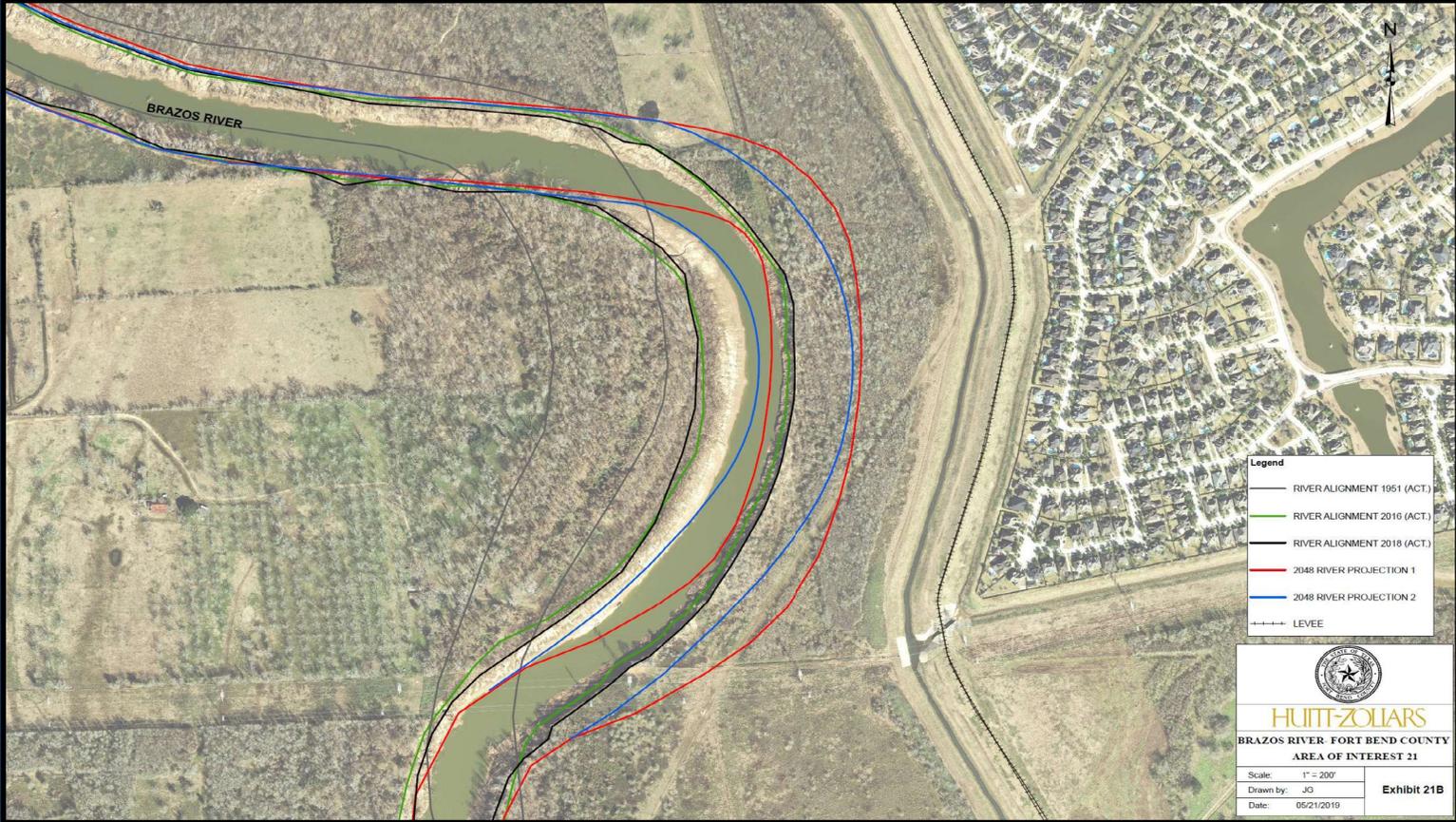
# Probable positions of the Brazos River bank in 2048 – Site 11



# Probable positions of the Brazos River bank in 2048 – Site 12



# Probable positions of the Brazos River bank in 2048 – Site 13



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COMMISSIONER  
Fort Bend County - Precinct 4



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# YOUR ASSISTANCE IS VITAL



# THANK YOU

## Next on the Agenda

- Questions and Answer
- Field Visit





**Council Agenda Item  
March 16, 2020**

**12. CITY COUNCIL ANNOUNCEMENTS**

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

**13. CLOSED EXECUTIVE SESSION**

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

**14. RECONVENE**

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

**15. ADJOURN**

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