

**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, June 1, 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.

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### NOTICE REGARDING PUBLIC PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting.

The meeting will be available to members of the public and allow for two-way communications for those desiring to participate. Any person interested in speaking on any item on the agenda must notify the City by one of the following methods **before 4:00 p.m. on the day of the City Council meeting**:

1. Email or call the City Secretary at [CSO@missouricitytx.gov](mailto:CSO@missouricitytx.gov) or 281-403-8686; or,
2. Submit a "Public Comment Form" to the City Secretary from the following webpage: <https://bit.ly/39pw73Q>.

**The request must include the speaker's name, address, email address, phone number and the agenda item number.**

To livestream the meeting, the public may access the following link: <https://www.missouricitytx.gov/780/MCTV>.

To access the meeting agenda packet in PDF format, the public may access the following link: <https://www.missouricitytx.gov/407/City-Council>.

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**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS**

- (a) Presentation on Hurricane Preparedness.

**4. PUBLIC COMMENTS**

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

**5. STAFF REPORTS**

## 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 City Council meetings of May 14, 2020, May 15, 2020, and May 26, 2020 and the special and regular City Council meetings of May 18, 2020.
- (b) Consider an ordinance amending the project and financing plan for Tax Increment Reinvestment Zone Number Three, City of Missouri City, Texas; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance disannexing a 34.16-acre tract of land located north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision; and consider the ordinance on the second and final reading. The proposed area of disannexation is currently being used as a temporary construction yard and is designated for suburban commercial uses on the Future Land Use Map of the Comprehensive Plan.
- (d) Consider an ordinance authorizing the mayor to execute and the city secretary to attest, respectively, the development agreement between the City of Missouri City and Sienna 325, L.P. for the development of property located north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision for residential uses; and consider the ordinance on the second and final reading.
- (e) Consider authorizing the renewal of infrastructure technology (IT) annual software subscriptions and hardware maintenance services for the life of the solution.

## 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 City Manager to negotiate and execute an interlocal agreement between the City of Missouri City and the Harris County Flood Control District for the installation and maintenance of flood gauge stations.
- (b) Consider authorizing a parkland dedication proposal for Vrindavan Resorts.
- (c) Consider authorizing a parkland dedication proposal for Parkway Crossing Phase 1.

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

## 11. RESOLUTIONS – *There are no Resolutions on this agenda.*

## 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**

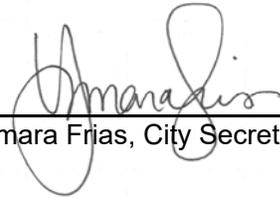
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**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 June 1, 2020, agenda of items to be considered by City Council was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on May 28, 2020, at 4:00 p.m.



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Yomara Frias, City Secretary Department



**Council Agenda Item  
June 1, 2020**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS**

(a) Presentation on Hurricane Preparedness.

**4. PUBLIC COMMENTS**

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

**5. STAFF REPORTS**

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Councilmember District A  
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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 **Thursday, May 14, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:00 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, and MCTV Producer Penalba. Councilmember Boney arrived at 6:12 p.m.

### 2. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:01 p.m.

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

### 4. RECONVENE

At 7:11 p.m., City Council reconvened into open session. No action was taken.

### 5. ADJOURN

The special City Council meeting adjourned at 7:11 p.m.

Minutes PASSED AND APPROVED this the 1st day of June 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
Mayor

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Councilmember District C

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Councilmember District D

## CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Friday, May 15, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:00 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, and MCTV Producer Penalba.

### 2. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:01 p.m.

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

### 4. RECONVENE

At 7:52 p.m., City Council reconvened into open session.

Councilmember Edwards moved for all five candidates to be forwarded to the executive search firm. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling and Councilmember Emery

Nays: Councilmember Boney and Councilmember Maroulis

### 5. ADJOURN

The special City Council meeting adjourned at 7:53 p.m.

Minutes PASSED AND APPROVED this the 1st day of June 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
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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, May 18, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 1. CALL TO ORDER

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

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Fire Chief Campbell, Director of Financial Services Portis, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, Director of Economic Development Esch, Assistant City Attorney Santangelo, Purchasing/Risk Manager Pleasant, Media Specialist II Sanders, and MCTV Producer Penalba. Also present: John Hockenyos of TXP, Inc.

### 2. DISCUSSION/POSSIBLE ACTION

(a) Presentation of City financial forecast with Jon Hockenyos.

Interim City Manager Atkinson presented an overview. Jon Hockenyos with TXP, Inc. discussed the City's financial forecast and addressed the impacts of the pandemic.

Councilmember Emery moved to take agenda items 2f and 2g after agenda item 2b. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

(b) Discuss the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Fire Chief Campbell and Emergency Management Coordinator Jewett presented on the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Mayor Ford asked that Chief Campbell to provide City Council with an update after the commissioner's court on Tuesday.

Mayor Pro Tem Preston asked if they had checked the status of public hand washing stations around the City. Interim City Manager Atkinson stated the health inspectors were going out to check distancing

guidelines. Chief Campbell stated they had sanitizing public areas in the City and that he would get back to Mayor Pro Tem Preston regarding hand-washing stations.

Councilmember Boney asked if any or all funds coming from the CARES Act would be administered by the county, if approved. Spurgeon Robinson, President of MPACT Strategic Consulting, LLC, stated the county was the recipient and they would decide how to best distribute the funds to serve community needs.

- (c) Consider obtaining services, including a web based community survey, from Baker Tilly for executive search services for the city manager position.

Councilmember Emery stated City Council had not made any contract commitments with Baker Tilly and he would like for them to look at their web based survey to determine community-wide issues and priorities. He feels the community needs to have a voice in the selection process and to convey their thought to the Mayor and Council.

**Noel Pinnock**, 2903 Robinson Road, agreed with Councilmember Emery in using Baker Tilly's community based survey.

**Charles Butera**, 3010 Sun City Court, agreed with Councilmember Emery in hiring Baker Tilly for City transparency in the hiring of a City Manager.

**Reginald Pearson**, 1522 Daffodil Road, expressed concerns regarding the search of a City Manager and believed they do not need to rush. He stated many citizens felt like they do not have a voice.

**Pastor Rudy White, Jr.**, 3222 Texas Parkway, expressed concerns with the selection of a City Manager and would like Council to allow Baker Tilly to perform the search.

**James Thurmond**, 2814 West Pebble Beach, expressed the best practice was to use an outside consultant for the City Manager position.

Councilmember Edwards moved to proceed with Phase two (2), Task four (4), and a web based community survey by May 31, 2020. Councilmember Sterling seconded.

Councilmember Maroulis asked if the motion would include opening up the search to use all job boards or were they narrowing it down to the five candidates interviewed. Mayor Ford noted there was a motion at the May 15, 2020 special City Council meeting to send the five applicants over to the search firm. Councilmember Edwards stated it pertained to both the five candidates interviewed and the applicants coming from the search firm. Councilmember Maroulis noted if they have a search firm, they should use it to fullest extent.

Councilmember Boney requested they spell out what select services were being proposed for the firm; and, he asked if Baker Tilly had been contacted or if they had agreed to move forward with select services. Boney asked if based on the itemized cost, had they determined how much it would cost taxpayers and if there was a contract for select services. Mayor Ford stated she had spoken to Baker Tilly to ensure that if they moved forward with the survey, that it was something that could be done. She stated there was a breakdown of professional services and they were able to do select services as selected by City Council. Ford noted the City Charter states City Council would hire and appoint a City Manager and that the method of selection would be left to City Council. Councilmember Boney stated he would like his questions answered. He also asked if there was a cost associated with the placement of any of the job description on various job boards. Councilmember Edwards stated that Phase 2, Task 4 pertained to reference checks, background checks, assessments and academic verification, lead consultant hourly rate – approximately 11 hours,

research/project management staff hourly rate – approximately 12 hours priced at \$3-4K, and the web-based community survey.

Mayor Ford asked if there was a cost for posting of the job description. Director of Human Resources and Organizational Development Russell stated not for his posting, but that the Communications Department posted elsewhere and was not sure of such costs. Director of Communications Walker stated there were costs involved with ICMA and the cost was of \$562.50.

Councilmember Sterling asked if in the last search for City Manager, did the Mayor and City Council have as much impact. Mayor Ford stated staff chose the consulting firm in 2015 and the Mayor was designated as point of contact. She noted Council did not have engagement with the executive search firm until they had the final sixteen candidates, which they then narrowed down to three. Councilmember Emery noted City Council was involved quite heavily after the search firm provided the sixteen candidates. Emery also indicated that while there was a number of mediums the current job description was posted on and it did not include the proprietary databases the search firms have. He noted Councilmember Edwards's motion does not include identifying additional candidates and onsite interviews with finalists. Councilmember Maroulis expressed concerns with how they were moving forward. Councilmember Boney noted he recalls Council moving forward with selecting an executive search firm, but on the day of their presentation, they decided to only use them on a select services basis. Mayor Ford asked that staff pull together a timeline of steps taken by City Council regarding the executive search firms by the end of the week. Councilmember Sterling noted that this was not done independently of any one City Councilmembers and that each were given the 50 applications received. She stated some Councilmembers refused to vet them.

Councilmember Emery stated that in regards to the web based survey, did they want it completed by May 31 and would it be effective. Councilmember Edwards confirmed and noted that because it was based online they could do something effective in two weeks.

Councilmember Maroulis asked why could they not use a search firm and all of its services. Mayor Ford stated that in her opinion, City Council was responsible for hiring a City Manager and they would know better in terms of what they needed for the position.

Councilmember Boney stated he was in support of sending all the applications to the search firm to be vetted, as he wanted all candidates to be considered by the search firm. Mayor Ford noted in the last search, City Council received resumes and that the search firm started vetting backgrounds when they got to the last three candidates. Councilmember Boney noted some applications received did not fit criteria to be considered. Councilmember Maroulis noted he went through all resumes and submitted those who should move forward in the process. Councilmember Emery stated that although he had been part of the City for 40 years and has a decent feel for what was going on, he would want to know the citizens priority. Councilmember Boney pointed out that a holiday would fall during two-week time period frame proposed and wants City Council to be cognizant that it could prevent people from participating in the survey. Boney suggested extending the period.

Councilmember Edwards moved to proceed with Phase two (2), Task four (4), and a web based community survey for professional services with Baker Tilly to be completed and provided back to the City by May 31, 2020. Councilmember Sterling seconded. **MOTION PASSED.**

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

- (g) Consider requiring the executive search firm to screen and identify candidates for the city manager position.

Councilmember Emery asked that they take into consideration Phase one (1), Task two (2), as they need to cast a wider net for the City Manager position. If they only focus on the applications they received it would be a disservice to the citizens.

**Noel Pinnock**, 2903 Robinson Road, does not see the need to rush the process of hiring a City Manager, especially during the pandemic.

**Charles Butera**, 3010 Sun City Court, does not see the need to rush the process of hiring a City Manager. He felt like Council was not listening to the citizens.

**Reginald Pearson**, 1522 Daffodil Road, does not see the need to rush the process of hiring a City Manager. He stated they should spend time and money on the search firm and listen to the citizens.

**Pastor Rudy White, Jr.**, 3222 Texas Parkway, does not feel City Council listens to the citizens. He would like them to use the executive firm for the sake of unity.

**William Cronin**, 902 Pine Meadow, submitted comments to City Council.

Councilmember Emery moved to contract for all the services by Baker Tilly for Phase 1, Task 2, and utilize their services for additional candidates for the City Manager position, which includes Task 1, 3, 4, 5 and the web-based survey. Councilmember Maroulis seconded. **MOTION FAILED.**

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

At 7:38 p.m., without objection, City Council recessed the special City Council meeting.

At 8:37 p.m., City Council reconvened the special City Council meeting.

- (c) Discuss the proposed ordinance amending the city personnel policy by establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees, and requiring notification to the human resources department for certain employee absences.

Assistant City Attorney Santangelo presented the updated draft as per City Council discussion. Based on their feedback in the event of a report was given regarding the actions of the City Manager, City Attorney, or City Secretary, this draft ordinance requires such person who receives such a discrimination or harassment report to notify the Mayor not more than twenty-four hours after that person receives a report or complaint. He added that they must also notify the City Council no later than the next Council meeting for which legal notice under the Open Meetings Act can be provided. Similarly, if a grievance report was taken through the process as set forth in the Personnel Policy, regarding the actions of the City Manager, City Attorney, or City Secretary, the draft ordinance imposes a duty on that appointed official to report the grievance to the Mayor within twenty-four hours and to Council not later than the next Council meeting for which notice can be posted. Santangelo noted the draft ordinance also required employees to report any perceived errors in their paychecks within six months of the issuance of the paycheck in dispute, or else the ability to report such error would be waived to the extent that the error can be waived pursuant to federal law. He stated that the draft ordinance amended the leave policy by requiring an employee to report any unforeseeable leave to the Human Resources Director before such employee was absent for more than three consecutive days or a

forty-eight hour shift, if the Family Medical Leave Act was to be invoked. In any case, supervisors were required to report absences of more than three days to the Human Resources Director under the proposed ordinance. Santangelo noted the two reading ordinance would be placed on a future regular meeting agenda.

Councilmember Sterling asked about harassment courses. Director of Human Resources and Organizational Development Russell stated training would be coming down the road. Sterling asked if on the third day, if employees were required to have documentation before or after that day. Russell stated it would be after the third consecutive day.

Councilmember Emery stated the Mayor was to be notified within 24-hours of any discrimination or harassment reports after that person receives a report or complaint, but asked when the rest of Council would be notified. Santangelo stated City Council would be notified by the next regularly posted City Council meeting.

Mayor Ford asked if they could add an item pertaining to complaints against City Councilmembers. Santangelo noted if there were a complaint against an elected official, they would proceed with the process already in place. City Attorney Iyamu stated City Council currently did not have a process in place and asked if City Council would like to consider an ordinance. City Councilmember Sterling requested such ordinance.

Councilmember Emery asked if there was an ordinance that pertained to an employee making claims of an elected official. Iyamu stated if there was a claim, City staff administration would investigate, but there was no ordinance that dictates how to address the claim. Councilmember Emery requested to see how they would address issues raised against the Mayor or City Councilmember.

- (d) Discuss the continuation of remote meetings as allowed by the governor and the status of operations.

Interim City Manager Atkinson stated staff has met with the Mayor every two weeks to provide updates on operations and related items to COVID-19. Mayor Ford stated she had received questions from City Council regarding remote meetings. She said they would continue remote meetings until the governor removes the declaration. Ford asked City Council how they wished to continue. Councilmember Sterling, Edwards and Emery agreed with Mayor Ford to continue with remote meetings until further notice. Mayor Ford stated they would move forward until any other direction was received from the governor.

- (e) Discuss the redevelopment incentive policy.

Director of Economic Development Esch presented an update on the redevelopment incentive policy. Councilmember Maroulis stated that when the committee met, they discussed to find a way to bridge the gaps. Councilmember Sterling stated she like the idea of having a checklist. Esch stated he would work to make necessary changes.

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

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 9:17 p.m.

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

#### 4. RECONVENE

At 9:54 p.m., City Council reconvened into open session.

Mayor Ford noted the BrandEra contract went over spending limits in June 2019 and asked if they have a mechanism to show when contracts have reached their limits. Director of Financial Services Portis stated they were working to input contracts into Munis, which would allow the tracking of contracts. Ford asked how they were tracking contracts. Portis stated that depending on the purchase order, they reviewed payment requests against the vendor and contracts and if they were over the \$50K, they would be presented before Council.

The Mayor asked Portis to create a step by step of what happened with the BrandEra contract, as City Attorney Iyamu would place the item on the next agenda. Ford asked if there was a process in place that notified the manager or supervisor to sign a contract. Portis noted there was a workflow based on the signature authority and anything over \$10K would require the department head's authority and that of an Assistant City Manager.

Councilmember Sterling asked if they were linking the same contracts in their system. Portis stated if there was a purchase order process, it was being linked to include the invoice and payment. Portis noted purchase orders were on different fiscal years.

Mayor Ford asked for a timeline of what happened. Interim City Manager Atkinson stated they were working on a process solution going forward. Mayor Ford asked that Council be provided with the deliverables on this item.

Councilmember Maroulis moved to ratify payment to BrandEra in the amount of \$2,010.00. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

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

#### 3. ADJOURN

The special City Council meeting adjourned at 10:34 p.m.

Minutes PASSED AND APPROVED this the 1st day of June 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
Mayor

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

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Councilmember District D

## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, May 18, 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:

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 1. **ROLL CALL**

Mayor Ford called the meeting to order at 7:39 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 Assistant City Manager Martel.

### 3. **PRESENTATIONS AND RECOGNITIONS**

Mayor Ford proclaimed the week of May 3-9, 2020, as "Public Service Recognition Week" in the City of Missouri City, Texas; and, proclaimed the week of May 17-23, 2020, as "National Public Works Week" in the City of Missouri City, Texas.

### 4. **PUBLIC COMMENTS**

**Jim Fonteneaux**, President of Meadowcreek Association, spoke about the board and their dispute centered on Section 4 (patio homes) of whether the area was public or private. He stated meetings were held with former City Manager Snipes and Councilmember Boney and believed they were responded to unprofessionally. From the association's perspective, they concluded the section was not private.

Councilmember Sterling moved to add a minute to Mr. Fonteneaux public comment. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

Fonteneaux asked whether tax-paying citizens in Section 4 were entitled to city services and whether legal dedication documents had merit from the Council's perspective.

Councilmember Boney requested to address Mr. Fonteneaux's comments. City Attorney Iyamu noted that because the item was not posted on the agenda, City Council was not able to respond. She stated City Council could request to have this item placed on the next agenda. Councilmember Boney asked for the agenda item to be placed on the next City Council meeting agenda.

## 5. STAFF REPORTS

Director of Financial Services Portis presented a Mid-year budget review. Councilmember Sterling asked if they would be receiving the funds recouped from Houston Community College. Portis stated that was correct as HCC was being reimbursed the funds they contributed to the TIRZ fund.

## 6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of May 4, 2020, and the special City Council meetings of May 8, 2020, May 12, 2020, and May 13, 2020.
- (b) Consider an ordinance amending PD Planned Development District No. 81 (Ordinance O-19-01) to allow for the location of an independent living facility and assisted living facility; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the ordinance on the second and final reading. PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the Fort Bend Independent School District Armstrong Elementary School. PD No. 81 includes undeveloped acreage, a Starbucks at 1321 FM 1092, and a Take 5 Oil Change at 1405 FM 1092.
- (c) Consider an ordinance amending Subsection 9.6.B.3.e., of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance," to correct a reference error regarding standards for off-street parking; providing a penalty; and consider the ordinance on the second and final reading.
- (d) Consider an ordinance continuing Article VII of Chapter 74 of the Missouri City Code; continuing the rules and regulations pertaining to the standards of care for certain elementary-age recreation programs operated by the City of Missouri City; and consider the ordinance on the second and final reading.

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

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

Nays: None

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

## 7. PUBLIC HEARINGS AND RELATED ACTIONS

### (b) Public Hearings and related

- (1) Public hearing to receive comments for or against the amendment of the project and financing plan for Tax Increment Reinvestment Zone Number Three, City of Missouri City, Texas; and consider a related ordinance on the first of two readings.

City Attorney Iyamu presented on the amendment to the TIRZ No. 3 account for the removal of the Houston Community College System within the plan. Iyamu noted it provided for the revision of a street name from "Sienna Christus" to "Sienna Crossing" and it revised certain applications to roadway improvements within the plan.

Mayor Pro Tem Preston moved to open the public hearing at 8:09 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

With no public comments, Mayor Pro Tem Preston moved to close the public hearing at 8:10 p.m. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

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

Mayor Pro Tem Preston moved to approve the ordinance. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

There were no **Appointments** on this agenda.

## 9. **AUTHORIZATIONS**

- (a) Consider authorizing the execution of a contract for the Waterfall Drive Reconstruction Project.

Director of Public Works/City Engineer Kumar presented on the contract for the Waterfall Drive Reconstruction Project. Mayor Ford asked if it was on the Capital Improvement Project (CIP) list and for what year. Kumar stated it was on the CIP list for the prior year's project, but had been delayed as they were waiting for Independence Boulevard to be constructed. He stated he would cross check and get back to City Council on the exact year.

Councilmember Boney moved to authorize the execution of a contract for the Waterfall Drive Reconstruction Project. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (b) Consider authorizing the execution of a materials testing contract for the Waterfall Drive Reconstruction Project.

Director Kumar noted the item was tied to agenda item 9a and the roadway was built to the standards.

Councilmember Emery moved to authorize the execution of a materials testing contract for the Waterfall Drive Reconstruction Project. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (c) Consider authorizing the execution of a contract for mosquito spraying services.

Assistant Director of Public Works Brouhard presented on the contract for mosquito spraying services. Councilmember Edwards asked about the duration of the contract. Brouhard stated it would be a one-year contract with the option to renew three years.

Councilmember Emery asked how often they would spray and if it was the same as last year. Brouhard stated it was based on one spray per week and if there was a need for additional sprays, that was built into the contract. He noted they usually spray from 36-40 weeks depending on when mosquito season begins. He added the contract would go up to 70 sprays and they do not anticipate going over.

Councilmember Emery asked if they spray in gated communities and private streets. Brouhard stated they do spray gated communities if they have access, as well as private streets.

Councilmember Maroulis asked if they would let the community know when the spraying would begin. Brouhard stated they have in the past and would do so again.

Councilmember Maroulis moved to authorize the execution of a contract for mosquito spraying services. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (d) Consider authorizing the negotiation and execution of a contract for the construction and installation of permanent signage at three (3) city parks.

Director of Parks and Recreation Mangum presented on the contract for the construction and installation of permanent signage at three (3) city parks. Mayor Ford asked if the money was coming out of the Parks Zones. Mangum stated the majority was coming out of Park Zone funds.

Councilmember Emery moved to authorize the negotiation and execution of a contract for the construction and installation of permanent signage at three (3) city parks. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

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

## 10. ORDINANCES

- (a) Consider an ordinance disannexing a 34.16-acre tract of land located north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision; and consider the ordinance on the first of two readings. The proposed area of disannexation is currently being used as a temporary construction yard and is designated for suburban commercial uses on the Future Land Use Map of the Comprehensive Plan.

Mayor Ford requested that in the future when discussing a disannexation, Council be provided with the financial impact. City Attorney Iyamu stated they would and the value of this disannexation was about \$2,000.00.

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

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

Nays: None

- (b) Consider an ordinance authorizing the mayor to execute and the city secretary to attest, respectively, the development agreement between the City of Missouri City and Sienna 325, L.P. for the development of property located north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision for residential uses; and consider the ordinance on the first of two readings.

Director of Development Services Spriggs stated that at the April 8, 2020 Planning and Zoning meeting, the Commission forwarded a positive recommendation.

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

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

Nays: None

- (c) Consider an ordinance adding Chapter 17, Arts in Public Places Program, to the Missouri City Code; providing a penalty; and consider the ordinance on the first of two readings.

Agenda item 10c was removed from the regular meeting agenda.

- (d) Consider an ordinance amending the general budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and consider the ordinance on the first and final reading.

Director of Financial Services Portis presented on the budget amendment.

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

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

Nays: None

There were no **RESOLUTIONS.**

## **12. CITY COUNCIL ANNOUNCEMENTS**

Mayor Pro Tem Preston thanked City staff for their work, local businesses that offer services to the community and the residents for coming together; and, he thanked his wife on his one-year anniversary. Councilmember Edwards thanked staff for their work during the pandemic; and, thanked Mayor Ford for the Mother's Day drive and to the staff who assisted. Councilmember Sterling also thanked staff and the first responders for their excellent job in the City; and, she also thanked Mayor Ford for providing masks to District A constituents. Councilmember Boney congratulated Preston on his one-year anniversary; wished all the mother's a Happy Mother's Day; stated he celebrated his 46<sup>th</sup> birthday on May 14; thanked Mayor Ford for

having the item added to the next agenda; and, he stated he was elected the chair of Cure COVID Consortium who work along with Memorial Medical Center to provide free testing and treatment. Councilmember Maroulis congratulated Boney and recognized public service teams; congratulated Preston on his anniversary; noted it was National Healthcare Technology week and thanked them for their work especially during COVID; and, he thanked residents of Oyster Creek Plantation who held a food drive where all proceeds went to Second Mile. Councilmember Emery wished Preston a happy anniversary and a happy birthday to Boney. Mayor Ford wished a happy birthday and anniversary to her colleagues; encouraged residents to stay safe; thanked first responders for working hard; thanked mothers who came to the Mother's Day drive; and, thanked the Communications Department who worked the event.

**13. ADJOURN**

The regular City Council meeting adjourned at 8:36 p.m.

Minutes PASSED AND APPROVED this the 1<sup>st</sup> day of June 2020.

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Maria Jackson, City Secretary

**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 AGENDA**

The City Council of the City of Missouri City, Texas, met in special session on **Tuesday, May 26, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### **1. CALL TO ORDER**

Mayor Ford called the meeting to order at 6:00 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, Purchasing/Risk Manager Pleasant, and MCTV Producer Penalba.

Mayor Ford requested to go into closed executive session, at this time. Without objection, City Council proceeded to closed executive session.

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

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:02 p.m.

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

### **4. RECONVENE**

At 6:35 p.m., City Council reconvened into open session.

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

- (a) Consider and discuss executive search firm services for the city manager position and an extension of the deadline for a community survey.

Mayor Ford addressed the executive search firm services and extension of the deadline for a community survey as the contract has not yet been finalized as of Thursday, May 21, 2020. City Attorney Iyamu provided a timeline and overview of events since the May 18, 2020 special City Council meeting where City Council moved to proceed with select services and a community survey by May 31, 2020.

Mayor Ford asked if the City would be able to extend the deadline for the community survey. City Attorney Iyamu stated a person from the prevailing side from the last meeting could make a motion regarding the matter; and, five (5) members of City Council agreed to suspend the rule to reconsider the deadline for the community survey. Mayor Ford asked if five (5) members do not vote in favor of the motion to reconsider, would the community survey expire May 31, 2020. City Attorney Iyamu confirmed.

Councilmember Emery requested clarification. City Attorney Iyamu stated the authorization for the community survey that was voted on during the May 18, 2020, special City Council meeting was to have the firm complete the community survey by May 31, 2020. As the City was still working through the contract with Baker Tilly, they have not yet started work on the community survey. Furthermore, as the City moves forward to complete the negotiations of the contract, there would only be a few days to complete if the contract was finalized before May 31, 2020.

Councilmember Sterling asked if there was a deadline for the services. City Attorney Iyamu stated no, as the previous motion noted a deadline tied to the community survey only.

Councilmember Emery stated he believed it was premature to establish a deadline first, before further information was gathered on processes by Baker Tilly. Councilmember Sterling agreed. Councilmember Boney added that current concerns were brought up during the May 18<sup>th</sup> special City Council meeting, as there was no contract in place. He requested no motions be made, at this time, until a contract was executed.

The Mayor asked if a contract was provided to the firm during the request for proposals (RFP) process. City Attorney Iyamu stated it was standard processes of the city to provide a contract template for vendors. She added that although a contract was not in place, authorization was given by City Council to Baker Tilly to proceed with the community survey by May 31, 2020.

Councilmember Boney asked if the contract template provided to the vendors was for full services. City Attorney Iyamu confirmed; and, noted that revisions were provided on May 19, 2020 to Baker Tilly based on action taken by City Council on May 18, 2020. Councilmember Emery asked if they responded to the revised contract. City Attorney Iyamu stated they responded on this day, May 26, 2020.

Councilmember Emery added that until we receive a contract back from Baker Tilly stating that they agree to move forward with the City for selective services, would it be prudent to move forward now. Purchasing/Risk Manager Pleasant stated that in her professional opinion, she would say no as the City does not have an executed contract yet. Mayor Ford added that she has spoken with Baker Tilly and they agreed to move forward with selective services. Councilmember Emery requested an acknowledgement, or something in writing, stating that they would move forward with the City.

Mayor Ford asked if there was a consensus to extend the community survey date. Mayor Pro Tem Preston stated he was in support of the date extension and believed the City could work through the outstanding or clarification concerns. Mayor Ford proposed the end of June. Councilmember Emery believed discussions should be made with Baker Tilly; and, have them recommend a reasonable pace. Mayor Ford stated that after her discussions with Baker Tilly, they placed the timeline in the hands of City Council.

Mayor Pro Tem Preston moved to extend the community survey until June 30, 2020. Councilmember Edwards seconded.

Councilmember Boney asked how the City would proceed if Baker Tilly would back away from the contract; and, would the community survey deadline still be in place with another firm. City Attorney Iyamu the City would authorize them to withdraw; and, the City could go back out for bid. Purchasing/Risk Manager Pleasant stated RFP's were valid for 180 days.

Councilmember Boney asked Purchasing/Risk Manager Pleasant if she believed the City should wait until a contract was secured, before moving forward. Purchasing/Risk Manager Pleasant stated that in her professional opinion, she believed the City should wait until a contract was executed.

Councilmember Boney asked if June 30, 2020 comes and nothing has taken place, what would be the next steps. City Attorney Iyamu stated nothing would occur. Councilmember Boney requested next steps if the contract was executed after May 31, 2020. City Attorney Iyamu stated City Council could request to add an item to the agenda, similar to today's agenda item.

Mayor Ford asked if the community survey deadline date was placed in the contract. City Attorney Iyamu responded no; however, City Council did move forward by majority vote with select services and a community survey by May 31, 2020 during the May 18, 2020 special City Council meeting.

Councilmember Maroulis asked if there was not an amendment to extend the deadline, would there be no community survey. City Attorney Iyamu stated if City Council did not extend the deadline this day with five in favor of the motion, City Staff members could place another item on a future meeting agenda to reconsider the item.

Mayor Pro Tem Preston moved to extend the community survey until June 30, 2020. Councilmember Edwards seconded. **MOTION FAILED.**

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

Nays: Councilmember Boney, Councilmember Maroulis and Councilmember Emery

Mayor Ford stated the motion failed as five (5) members of City Council needed to be in support of the motion in order for the date to be extended. City Attorney Iyamu asked if there was a request to place an item on the June 1<sup>st</sup> meeting agenda. No one spoke in favor of placing an item on the June 1<sup>st</sup> agenda.

## 5. **ADJOURN**

The special City Council meeting adjourned at 7:09 p.m.

Minutes PASSED AND APPROVED this the 1<sup>st</sup> day of June 2020.

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Items:** 6(b) Consider authorizing a revised project plan and financing plan for City TIRZ No. 3  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

This item provides amendments to the Reinvestment Zone Number Three, City of Missouri City ("TIRZ 3") project plan and financing plan to account for the following: (1) the removal of the Houston Community College System (HCCS) project; (2) the revision of a road name; and (3) the revision of certain allocations and roadway improvements.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

Pursuant to Section 311.011 of the Texas Tax Code, the board of directors of a reinvestment zone shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit the plans to the governing body of the municipality or county that designated the zone. Such plan may be amended by the board and becomes final upon the approval of the governing body of the municipality.

On or about May 19, 2008, pursuant to Ordinance No. O-08-22, the City of Missouri City adopted a project and financing plan for TIRZ 3. The project and financing plan was amended on or about September 19, 2011, pursuant to Ordinance No. O-11-31.

On or about December 15, 2008, an interlocal agreement was executed between the City of Missouri City (the "City"), Houston Community College System ("HCCS"), and TIRZ 3. The agreement provided for HCCS's participation in TIRZ 3 with the limitation that HCCS's tax increment contribution was to be used solely for the payment of project costs related to certain educational facilities. According to HCCS's attorney, HCCS no longer operates, and has no future plans to operate, any educational facilities within Reinvestment Zone No. 3. The HCCS facility that was previously constructed in Reinvestment Zone No. 3 was relocated to another part of the City (near the City Hall complex). Further, at the request of HCCS, both TIRZ 3 and the City have authorized the termination of the participation agreement with HCCS. This proposed amendment removes references to HCCS and the HCCS facility from the project and financing plan for TIRZ 3.

Pursuant to Ordinance No. O-17-27, the name of Sienna Christus Drive was changed to Sienna Crossing Drive. This proposed amendment removes references to "Sienna Christus" and replaces them with references to "Sienna Crossing."

On or about July 9, 2019, the City entered into an agreement with Fort Bend County for certain roadway improvements. The agreement provides that Fort Bend County will pay the lesser of 50% or \$2,020,000 of the cost of those improvements. Pursuant to a contract with the City, Sienna Plantation Management District receives all of the City's tax increment in TIRZ 3 (excluding HCCS's increment) for certain public improvements that are set forth in the TIRZ 3 project plan. The Sienna Plantation Management District has

expressed a willingness to pay for the City's portion of the cost of improvements to satisfy the County's expenditure requirement with the TIRZ 3 increment it receives. As such, the TIRZ 3 project plan needs to be amended to allocate funding accordingly and to include all of the applicable intersection improvements.

On April 30, 2020, the TIRZ 3 Board of Directors adopted the attached second amendment to the project and financing plan. Notice of this proposed amendment was published in a newspaper having general circulation on May 6, 2020.

**FISCAL ANALYSIS**

Upon termination of HCCS's participation, the TIRZ will no longer receive increment payments from HCCS. Since their increment was to be used for HCCS educational facilities only, there is no impact to the remaining TIRZ participants. Since last payment was received in 2016, any uncollected receivables that were recorded as deferred revenue will be reversed.

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

**SUPPORTING MATERIALS**

1. Ordinance and proposed amendment to TIRZ 3 project and financing plan
2. Ordinance No. O-08-22 (TIRZ 3 project and finance plan)
3. Ordinance No. O-11-31 (first amendment to TIRZ 3 project and financing plan)
4. Ordinance No. O-17-27 (street name change)

**STAFF'S RECOMMENDATION**

**Action requested:**

1. Consider adopting the ordinance approving the second amendment to the TIRZ 3 project and financing plan.

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SECOND AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLAN; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City (“City”) pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Three, City of Missouri City (the “Zone”) by Ordinance No. O-07-58, adopted on December 3, 2007; and

WHEREAS, the Board of Directors of the Zone adopted and recommended and the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plan”) for the Zone by Ordinance No. O-08-22, adopted on May 19, 2008; and

WHEREAS, the Board of Directors of the Zone adopted and recommended and the City approved amendments to the Plan for the Zone by Ordinance No. O-11-31, adopted on September 19, 2011; and

WHEREAS, on April 30, 2020, the Board of Directors of the Zone adopted the Second Amendment to the Plan for the Zone (the “Second Amendment”) and recommended the approval of the Second Amendment by City Council; and

WHEREAS, after public notice thereof was given in accordance with the law, the City Council conducted a public hearing on the proposed Second Amendment, at which property owners and other interested persons were allowed to speak; and

WHEREAS, Chapter 311 of the Texas Tax Code authorizes amendments to the Plan; and

WHEREAS, the City now desires to amend the Plan by the adoption of the Second Amendment; now, therefore,

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

Section 1. The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. The Plan is hereby amended to reflect the Second Amendment shown as Exhibit "A" attached hereto. The Second Amendment is determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Second Amendment.

Section 3. The City Secretary is directed to provide copies of the Second Amendment to each taxing unit levying ad valorem taxes in Reinvestment Zone Number Three.

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

Section 5. *Severability.* If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED and APPROVED on first reading this 18<sup>th</sup> day of May, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 1<sup>st</sup> day of June, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT "A"**

**SECOND AMENDMENT  
to the  
PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN  
for  
REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

This Second Amendment (the "Second Amendment") to the Project Plan and Reinvestment Zone Financing Plan (the "Project Plan") for Reinvestment Zone Number Three, City of Missouri City shall be effective upon approval by the City Council of the City of Missouri City, Texas, by ordinance. Terms defined in the Project Plan shall have the same meaning when used in this Second Amendment.

The Project Plan, adopted by Ordinance No. O-08-22 and amended by Ordinance No. O-11-31, is amended as follows:

1. Every reference to "Sienna Christus" is hereby deleted and substituted with "Sienna Crossing Drive."
2. The chart reflecting the Project Overview and Costs, as set forth on Page 6, is hereby amended as follows:
  - a. Under the first project under "Intersection Improvements," add "McKeever Road" to the list of intersections to read: "Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive, and McKeever Road."
  - b. Under the first project under "Intersection Improvements," for the "Tax Increment Reinvestment Zone No. 3" project amount, delete "\$2,300,000" and substitute it with "\$3,300,000."
  - c. Under the second project under "Intersection Improvements," for the "Tax Increment Reinvestment Zone No. 3" project amount, delete "\$2,400,000" and substitute it with "\$1,400,000."
  - d. Delete the project "Houston Community College Educational Facilities" in its entirety.
3. On Pages 13 and 18, delete all references to Houston Community College and related information.
4. The chart reflecting the Projects and the Estimated Project Costs, as set forth on Page 14, is hereby amended by deleting in its entirety the chart reflecting the Projects and the Estimated Project Costs and substituting such chart with the chart attached hereto.

IN TESTIMONY OF WHICH, THIS SECOND AMENDMENT has been approved by Reinvestment Zone Number Three, City of Missouri City, and the City of Missouri City, Texas as of the dates below stated.

**CITY OF MISSOURI CITY, TEXAS**

By: \_\_\_\_\_  
Yolanda Ford, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

**REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

By: \_\_\_\_\_  
Joe Workman, Chairperson

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Reinvestment Zone Number Three, City of Missouri City  
Chart of Estimated Project Costs, Page 14  
Project Plan**

<b>Current Projects</b>	<b>Reinvestment Zone Number Three</b>
<b>New Roadway Construction</b>	
Sienna Christus Drive Phase 2	\$500,000
Sienna Springs East Phase 2	\$1,500,000
Quadrangle Way (North-HCC) (South-Town Ctr.)	\$900,000
Ft. Bend Parkway Tollroad Corridor <sup>1</sup>	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
Sienna Ranch & Sienna Springs West <sup>2</sup>	\$4,250,000
<b>Roadway Improvements</b>	
Sound buffer device along Sienna Pkwy	\$500,000
Pedestrian Tunnel under Sienna Pkwy	\$1,000,000
<b>Intersection Improvements</b>	
Sienna Pkwy @ the following intersections: SH 6, Sienna Springs Blvd, Sienna Ranch Road, Trammel Fresno Road, Watts Plantation Road, Fort Bend Pkwy, Sienna Christus Drive, and McKeever Road	\$3,300,000
SH 6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$1,400,000
Sienna Springs Blvd	\$450,000
Sienna Ranch @ 5 locations <sup>3</sup>	\$1,900,000
<b>Structured Parking Garage</b>	
<b>\$6,750,000</b>	
<b>Decorative Signage, Landscaping, Enhancements</b>	
Herrin, Gould, Zeringue Tract—General, Retail, Commercial	\$400,000
PD8/PD53—General Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.	\$3,900,000
Sienna Ranch & Sienna Springs West <sup>4</sup>	\$1,100,000

<sup>1</sup> Includes Feeder Road from Sienna Ranch Road to Sienna Parkway (within the FBTR ROW) and sound protection walls adjacent to future residential areas plus \$500k for SP improvements at Intersection (\$600k to \$700k could be FBTR reimbursed).

<sup>2</sup> Roadway construction for Sienna Ranch Road (SRR) and Sienna Springs Blvd. (SSB) West with ½ section bridge over Flat Bank Creek.

<sup>3</sup> Intersection improvements at SRR at Discovery Lane, SSB, and two un-named intersections south of FBTR (4 total).

<sup>4</sup> Lighting, sidewalks and landscaping within the ROW on SRR and SSB West.

PD35/PD36—General, Retail, Commercial	\$600,000
Zone Administration and Legal (City)	\$1,800,000
<b>Project Totals</b>	<b>\$39,000,000</b>

ORDINANCE NO. O-08-22

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

\* \* \* \* \*

**WHEREAS**, by City of Missouri City Ordinance O-07-58, the City created Reinvestment Zone Number Three, City of Missouri City, Texas; and

**WHEREAS**, the Board of Directors of the Reinvestment Zone Number Three has approved and recommended the Project Plan and Reinvestment Zone Financing Plan (the "Proposed Plans") attached hereto for the development of said Zone; and

**WHEREAS**, before the City of Missouri City ("City") and the Board of Directors of the Reinvestment Zone Number Three may implement the Proposed Plans, the City Council must approve the Proposed Plans and determine whether said Proposed Plans are feasible and in conformance with the City's master plans; now, therefore,

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

**Section 1.** That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

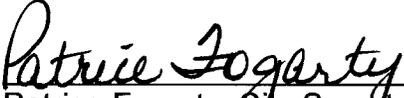
**Section 2.** That the Project Plan and Reinvestment Zone Financing Plan attached hereto for Reinvestment Zone Number Three, City of Missouri City, Texas is hereby approved.

PASSED AND APPROVED on first reading this 5<sup>th</sup> day of May, 2008

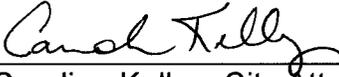
PASSED, APPROVED and ADOPTED on second and final reading this 15<sup>th</sup> day of May, 2008.

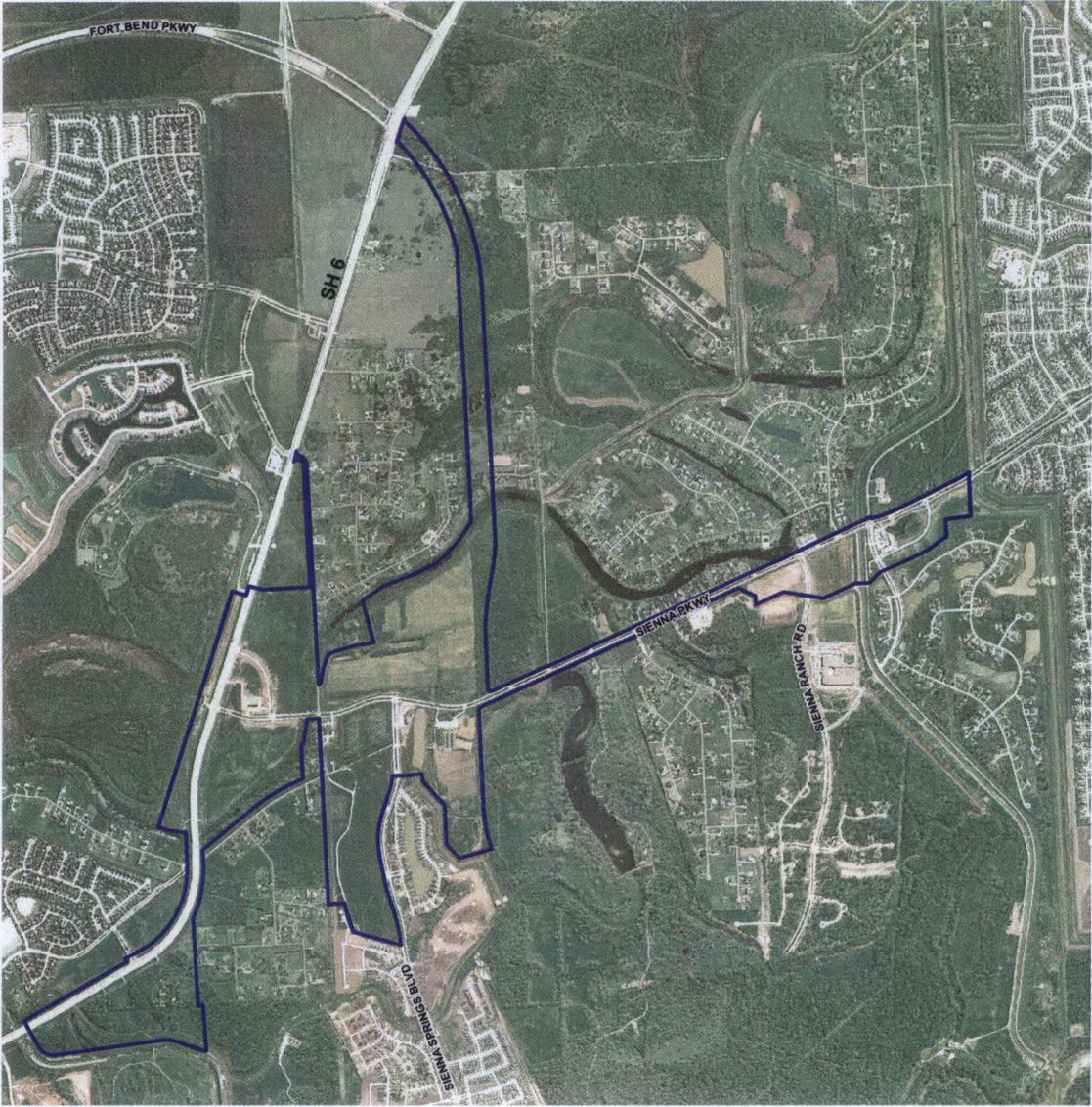
  
\_\_\_\_\_  
Allen Owen, Mayor

ATTEST:

  
\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Caroline Kelley, City Attorney



Project Plan & Reinvestment  
Zone Financing Plan  
Tax Increment Reinvestment Zone No. 3  
City of Missouri City, Texas

April 2008



HAWES HILL CALDERON  
LLP

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## The TIRZ Concept

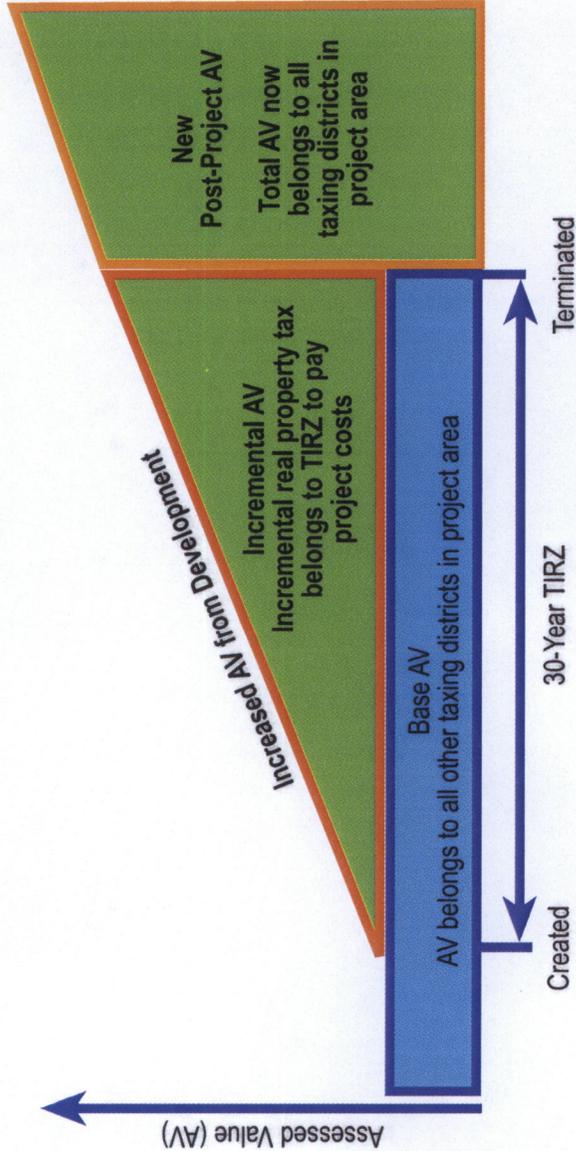
A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code to assist cities in developing or redeveloping blighted and substandard areas within their boundaries.

Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by the zone.

Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As new development occurs in the Zone due to the provision of new infrastructure, the value of real property increases.

This additional value above the base is known as the increment. It is set aside to finance infrastructure improvements within the Zone. Once all projects are completed, or after a defined period of time, the TIRZ is dissolved and infrastructure is conveyed to the city.

During the life of the Zone, usually 30 years, the city and other participating taxing jurisdictions collect tax revenue on the base value of the Zone as well as sales tax and franchise fee revenue generated by new development. When the zone is dissolved, the city and other participating taxing jurisdictions also collect tax revenue on the incremental value created by new development.



## About This Document

Prior to creation of a TIRZ, the statute requires preparation of a Preliminary Project Plan and Reinvestment Zone Financing Plan. This document details the specific projects proposed to address existing conditions in the area as well as the method and means to finance them. After the TIRZ has been created, the TIRZ board of directors finalizes the Project Plan and Reinvestment Zone Financing Plan and forwards the same to the jurisdictional governing body, typically a city council or commission, for final approval as required by statute. That plan governs where tax increment revenue can be used to develop the Zone.



## Executive Summary

The City of Missouri City Tax Increment Reinvestment Zone (TIRZ) Number Three consists of 582 acres of vacant, agricultural, and partially developed land located in the southern portion of the city along State Highway 6.

While the site holds great potential due to its location, it lacks the infrastructure necessary to support commercial development. Moreover, portions of the land lie within the 100-year flood plain and lack adequate drainage to facilitate development. As such, the site is not likely to be developed beyond its current use but for the creation of a TIRZ.

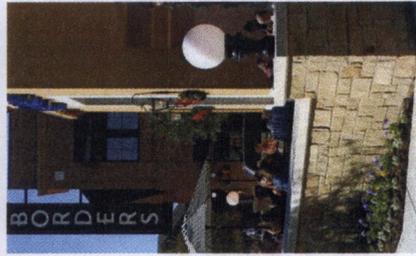
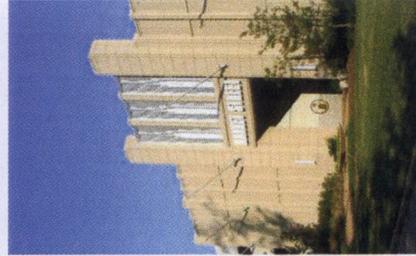
The City of Missouri City TIRZ #3 is proposed to help pay for infrastructure costs to facilitate a new commercial development consisting of retail, office, multi-family, and town center facilities. The Zone's projected costs are primarily related to the infrastructure and drainage facilities necessary to support this development.

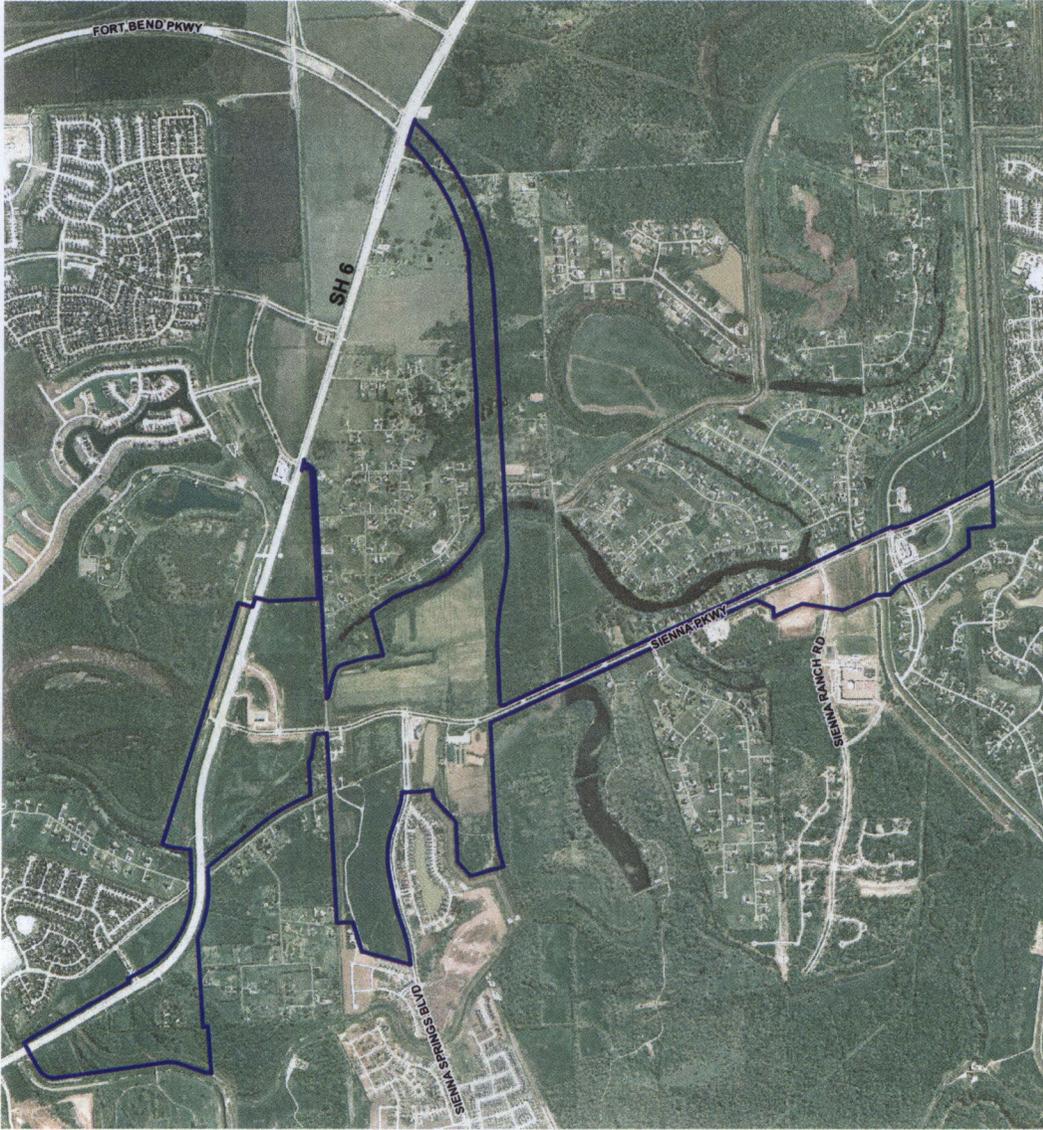
The public improvements proposed in this plan would convey a direct benefit to the City of Missouri City and Fort Bend County both in terms of quality regional growth and new sales tax and ad valorem tax revenue directly attributable to the development. In addition, the proposed improvements will add significant drainage and roadway capacity to the existing local system.

It is estimated that the City of Missouri City will collect \$117 million in new sales tax and ad valorem tax revenue over the 30-year life of the TIRZ due to development associated with this project.

Under this proposal, the developer would be reimbursed from revenue generated by the TIRZ for investments in roadway, drainage infrastructure, and other public improvement costs. The city would incur no capital improvement costs. Over the life of the TIRZ, the city would continue to collect the base real property tax revenue as well as new sales tax and franchise fee revenues generated by the development.

The entire project includes \$90 million in infrastructure improvements and \$306 million in commercial development.





### Location

Tax Increment Reinvestment Zone No. 3, City of Missouri City is generally centered on the intersection of Sienna Parkway and Trammel-Fresno Road with linear boundaries extending north on Highway 6 to Knights Court, east on Fort Bend Parkway to Highway 6, and south on Sienna Parkway to McKeever Road. All of the land is located in the City of Missouri City, Fort Bend County, Texas and is predominantly vacant and/or partially developed. Total land contained in the TIRZ is 582 acres.



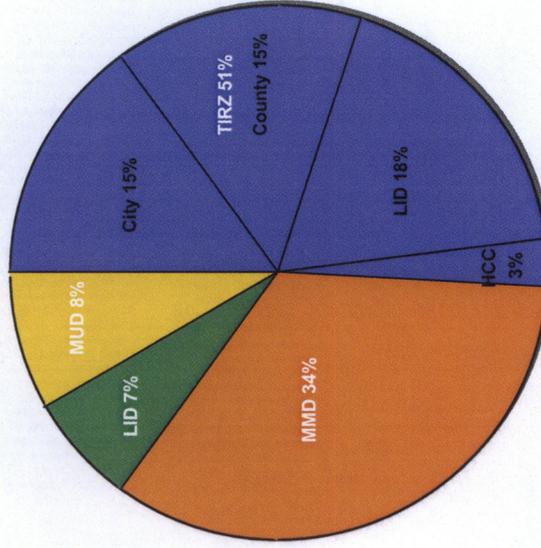
## Project Overview and Costs

This table summarizes the public infrastructure costs to be financed by the proposed TIRZ and other entities. Costs include engineering (18%) and contingency (10%).

In this proposal, the developer would fund all or a portion of project costs listed under TIRZ Projects and then be reimbursed by the TIRZ at such time as the appropriate level of assessed valuation is in place.

Other projects listed are not reimbursed or funded by the TIRZ.

## Jurisdictional Participation in Project Costs



Projects	Sienna Municipal Management District	Sienna Plantation Levee Improvement District	Sienna Plantation Municipal Utility District No. 1	Tax Increment Reinvestment Zone No. 3
<b>New Roadway Construction</b>				
Sienna Christus Drive Phase 2				\$500,000
Sienna Springs Blvd. (West - Ph. 1)	\$671,612			\$1,500,000
Sienna Springs East Phase 2				
Well's Fargo Access Road (Ph. 1), Loop Road, @ SH6 (Ph. 2)	\$1,249,203			\$900,000
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$2,600,000			\$5,250,000
Fl. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy),( Sienna Pkwy. to SSE)(SSE to Levee)	\$3,409,692			\$2,000,000
Village Center Roads				\$1,500,000
Trammel Fresno Road				\$500,000
<b>Roadway Improvements</b>				\$1,500,000
Sound Buffer Device along Sienna Parkway				\$500,000
Pedestrian Tunnel Under Sienna Pkwy				\$2,300,000
<b>Intersection Improvements</b>				\$2,400,000
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno,	\$1,197,063			\$450,000
SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$293,881			\$13,500,000
Bee's Passage @ McKeever Rd				\$450,000
Sienna Springs Blvd.				\$13,500,000
<b>Structured Parking Garage</b>				
<b>Water Sewer Drainage</b>				
Sienna Christus Drive (Ph. 1-2)	\$854,693			
Sienna Springs Blvd. West, East (Ph. 1, 2)	\$3,345,047			
Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)	\$1,279,442			
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$1,191,752			
Fl. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy),( Sienna Pkwy. - SSE) (SSE - Levee)		\$2,224,288		
Sienna Ranch Road (Ph. 4-5)		\$2,724,684		
Village Center Road	\$1,871,716			
Sienna Parkway Utility Extension Phase 2	\$727,236			
Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)	\$635,656			
Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)	\$11,480,000		\$2,500,000	
<b>Levee, Detention and Reclamation Improvements</b>				
Mitigation of Zeiringer Tract		\$3,494,226		
Slate Highway 6 TxDOT ditch re-grade				
Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek	\$668,470			
<b>Decorative Signage, Landscaping, Enhancements</b>				
Herrin, Gould, Zeiringer Tract - General, Retail, Commercial				\$400,000
PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.				\$3,900,000
PD35/PD36 General, Retail, Commercial				\$600,000
<b>Houston Community College Educational Facilities</b>				\$6,916,772
<b>Zone Administration and Legal (30 years)</b>				\$1,800,000
<b>Project Totals</b>	<b>\$31,475,663</b>	<b>\$5,994,226</b>	<b>\$7,448,972</b>	<b>\$45,916,772</b>
				<b>\$90,835,833</b>

**NOTES:**

- Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.
- HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).



## Project Plan

This document constitutes the Project Plan for Tax Increment Reinvestment Zone Number Three, City of Missouri City, as required by Chapter 311 of the Texas Tax Code.

The purpose of the Zone is to finance reimbursements for costs associated with infrastructure and drainage necessary to develop the site for commercial use. The reinvestment zone includes agricultural and vacant land located in the southeastern corner of the city, which could not be developed beyond its current use but for the creation of the zone.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project-related costs, will be funded by the developer and reimbursed by tax increment revenues derived from increases in property values and additional sales tax revenue resulting from the new development.

### TEXAS TAX CODE

#### SUBTITLE B. SPECIAL PROPERTY TAX PROVISIONS CHAPTER 311. TAX INCREMENT FINANCING ACT Sec. 311.011. PROJECT AND FINANCING PLANS

(a) The board of directors of a reinvestment zone shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit the plans to the governing body of the municipality or county that created the zone. The plans must be as consistent as possible with the preliminary plans developed for the zone before the creation of the board.

(b) The project plan must include:

- (1) a map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property;
- (2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;
- (3) a list of estimated non-project costs; and
- (4) a statement of a method of relocating persons to be displaced as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

- (1) a detailed list describing the estimated project costs of the zone, including administrative expenses;
- (2) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone;
- (3) an economic feasibility study;
- (4) the estimated amount of bonded indebtedness to be incurred;
- (5) the time when related costs or monetary obligations are to be incurred;
- (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone;
- (7) the current total appraised value of taxable real property in the zone;
- (8) the estimated captured appraised value of the zone during each year of its existence; and
- (9) the duration of the zone.



## Existing Uses

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

**Existing Uses.** TIRZ consists of 582 acres of undeveloped and agricultural land in the City of Missouri City, Fort Bend County, Texas. This property lacks adequate infrastructure to enable its development. Portions of the subject site have been utilized as farmland and are currently subject to an agricultural exemption from property taxes.

Development of the property is further constrained by the lack of drainage facilities and adequate roadways. There is a predominance of defective or inadequate sidewalk or street layout and faulty lot layout in relation to size, adequacy, accessibility, or usefulness. These conditions, including obsolete platting, substantially impair or arrest the sound growth of the City.



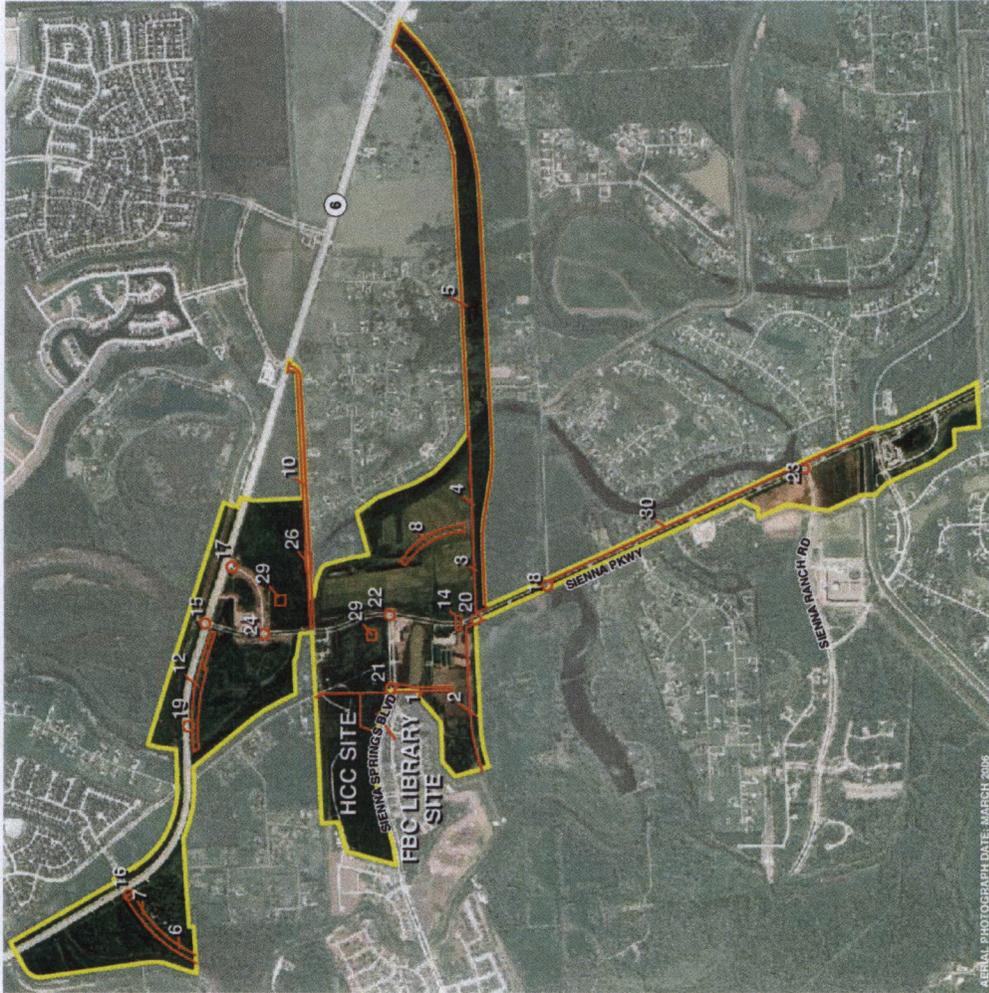
**LEGEND:**

- SIENNA TIRZ BOUNDARY
- 500 YEAR FLOOD PLAIN
- 100 YEAR FLOOD PLAIN



## Proposed Improvements

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.



Key#	Roadway and Intersection Improvements
1	Quadrangle Way (South - Town Ctr.)
2	Ft. Bend Pkwy (FBC to Sienna Pkwy.)
3	Ft. Bend Pkwy ( Sienna Pkwy. to SSE)
4	Ft. Bend Pkwy (SSE to Levee)
5	Ft. Bend Pkwy Design (Flat Bank to SH 6)
6	Sienna Ranch Road (Ph. 4)
7	Sienna Ranch Road (Ph. 5)
8	Sienna Springs East (Ph. 2) - (PAVING)
10	Trammel Fresno Road
12	State Highway 6 TxDOT Ditch Re-Grade
14	Pedestrian Tunnel Under Sienna Pkwy
15	Intersection Improvements (Sienna Pkwy @ SH6)
16	Intersection Improvements (Sienna Ranch Road @ SH6)
17	Intersection Improvements (Sienna Christus Drive @ SH6)
18	Intersection Improvements (Watts Plantation @ Sienna Pkwy)
19	Intersection Improvements (Wells Fargo @ SH6)
20	Intersection Improvements (Sienna Pkwy @ Fort Bend Pkwy)
21	Intersection Improvements (Sienna Springs Blvd. @ Quadrangle Way)
22	Intersection Improvements (Sienna Springs Blvd. @ Sienna Pkwy)
23	Intersection Improvements (Sienna Ranch Road @ Sienna Pkwy)
24	Intersection Improvements (Sienna Christus Drive @ Sienna Pkwy)
26	Bridge on Trammel Fresno Rd. over Oyster Creek
29	Two Structured Parking Garages
30	Sound Buffer Device along Sienna Parkway

**NOTES:**

- Intersection improvements (Items 15 - 24) include decorative smart signals, dedicated turn lanes, and associated striping and appurtenances.
- Mitigation of Zeringue Tract (Item 23) includes Final Grading and Compacting Costs only. Residual Construction will be funded through the SPLID.



HAWES HILL CALDERON  
LLP

## Proposed Improvements

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

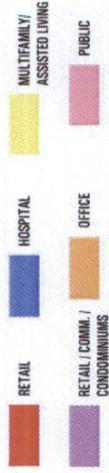
Key#	Drainage and Mitigation Improvements
8	Sienna Springs East (Ph. 2) - (DRAINAGE)
9	Well's Fargo Loop Rd. Ph. 2 (@ SH6) - (DRAINAGE)
10	Trammel Fresno Road (DRAINAGE ONLY UNDER WS&D)
11	Mitigation of Zeringue, Herrin, Gould Tracts
13	Culvert Crossing for Quadrangle Way (South - Town Ctr.)



## Proposed Uses

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

**Proposed Uses.** Proposed uses of the TIRZ consist of retail, office, residential, medical, and educational facilities. The proposed development will also include public park and green-space components as indicated on this map.



**Changes to Municipal Ordinances**  
 2. Proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;

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

**Estimated Non-Project Costs**

**3. A list of estimated non-project costs**

Non-project costs include those development items that will be funded by the developer or the listed public entity and for which no tax increment reimbursement is provided.

**Method of Relocation**

**4. A statement of a method of relocating persons to be displaced as a result of implementing the plan.**

As the land within the TIRZ is vacant and/or partially developed for commercial use, there will be no displacement of residents.

Projects	Sienna Municipal Management District	Sienna Plantation Levee Improvement District	Sienna Plantation Municipal Utility District No. 1
<b>New Roadway Construction</b>			
Sienna Springs Blvd. (West - Ph. 1)	\$671,812		
Well's Fargo Access Road (Ph. 1), Loop Road. @ SH6 (Ph. 2)	\$1,249,203		
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$2,600,000		
Sienna Ranch Road (Ph. 4-5)	\$3,409,692		
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive	\$1,197,063		
Bee's Passage @ McKeever Rd	\$293,881		
<b>Water Sewer Drainage</b>			
Sienna Christus Drive (Ph. 1-2)	\$854,693		
Sienna Springs Blvd. West, East (Ph. 1-2)	\$3,345,047		
Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)	\$1,279,442		
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$1,191,752		\$2,224,288
Ft. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy.) (SSE) (SSE - Levee)			\$2,724,684
Sienna Ranch Road (Ph. 4-5)			
Village Center Road	\$1,871,716		
Sienna Parkway Utility Extension Phase 2	\$727,236		
Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)	\$635,856		
Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)	\$11,480,000		\$2,500,000
<b>Levee, Detention and Reclamation Improvements</b>			
Mitigation of Zeringue Tract		\$3,494,226	
State Highway 6 TxDOT ditch re-grade	\$668,470		
Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek		\$2,500,000	
<b>Project Totals</b>	<b>\$31,475,863</b>	<b>\$5,994,226</b>	<b>\$7,448,972</b>

NOTES:  
 • Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.  
 • HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).

## Reinvestment Zone Financing Plan

This document constitutes the Reinvestment Zone Financing Plan for the Tax Increment Reinvestment Zone Number 3, City of Missouri City, as required by Chapter 311 of the Texas Tax Code.

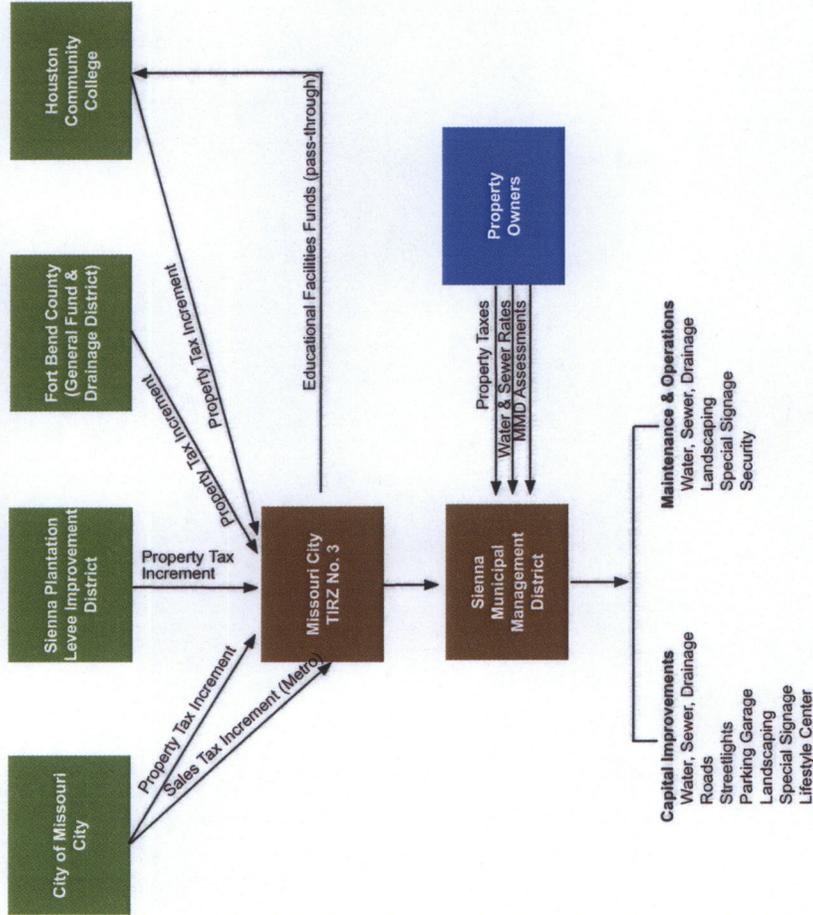
The purpose of the Zone is to finance reimbursements for costs associated with public infrastructure and drainage improvements to be constructed in the Zone.

It is anticipated that the owner of real property within the Zone (the Developer) will advance all or a portion of the funds for Project costs and will be reimbursed from tax increment revenues of the Zone as provided in a separate agreement and other documentation between the Developer and the TIRZ (the Reimbursement Agreement).

It is also anticipated that the infrastructure improvement costs will include interest costs associated with the Project.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project-related costs, will also be funded by the developer and reimbursed by tax increment revenues.

### Proposed Project Financing Structure



**List of Estimated Project Costs**  
**1. A detailed list describing the estimated project costs of the zone, including administrative expenses**

This table itemizes the estimated infrastructure project costs for the Zone. It is anticipated that the developer will advance all funds necessary for the construction of public improvements and will be reimbursed as provided in separate agreements between the developer and the TIRZ. Administrative and implementation expenses are estimated to be \$1.8 million over the 30-year life of the TIRZ.

It is anticipated that the TIRZ will incur bond financing costs associated with these projects. Bond financing costs have not been included in this table. Line item amounts may be adjusted with approval of the Zone Board of Directors.

Projects	Tax Increment Reinvestment Zone No. 3
<b>New Roadway Construction</b>	
Sienna Christus Drive Phase 2	\$500,000
Sienna Springs East Phase 2	\$1,500,000
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$900,000
Ft. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy)( Sienna Pkwy. to SSE)(SSE to Levee)	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
<b>Roadway Improvements</b>	
Sound Buffer Device along Sienna Parkway	\$500,000
Pedestrian Tunnel Under Sienna Pkwy	\$1,500,000
<b>Intersection Improvements</b>	
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive	\$2,300,000
SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$2,400,000
Bee's Passage @ McKeever Rd	
Sienna Springs Blvd. @ Quadrangle Way	\$450,000
<b>Structured Parking Garage (Two)</b>	\$13,500,000
<b>Decorative Signage, Landscaping, Enhancements</b>	
Herrin, Gould, Zeringue Tract - General, Retail, Commercial	\$400,000
PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.	\$3,900,000
PD35/PD36 General, Retail, Commercial	\$600,000
<b>Houston Community College Educational Facilities</b>	\$6,916,772
<b>Zone Administration and Legal (30 years)</b>	\$1,800,000
<b>Project Totals</b>	<b>\$45,916,772</b>

**NOTES:**

- Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.
- HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).



**Statement of Proposed Public Works**  
**2. A statement listing the kind, number, and location of all proposed public works or public improvements in the zone**

The specific kind, number, and location of proposed public works are listed in this table. Maps on pages 10 and 11 also indicate the location of proposed public roadway, traffic signal, and utility improvements.

- New Roadway Construction**  
 Sienna Christus Drive (Ph. 1-2)  
 Sienna Springs Blvd. (West - Ph. 1)  
 Sienna Springs East (Ph. 1-2)  
 Well's Fargo Access Road (Ph. 1), Loop Road. @ SH6 (Ph. 2)  
 Quadrangle Way (North - HCC) (South - Town Ctr.)  
 Ft. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy.)( Sienna Pkwy. to SSE)(SSE to Levee)  
 Ft. Bend Pkwy Design (Flat Bank to SH 6)  
 Sienna Ranch Road (Ph. 4-5)  
 Village Center Road  
 Trammel Fresno Road  
 Bridge on Trammel Fresno Rd. over Oyster Creek
- Roadway Improvements**  
 Sound Buffer Device along Sienna Parkway  
 Pedestrian Tunnel Under Sienna Pkwy
- Intersection Improvements**  
 Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno,  
 Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive  
 SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo  
 Bee's Passage @ McKeever Rd  
 Sienna Springs Blvd. @ Quadrangle Way
- Structured Parking Garage (Two)**  
**Water Sewer Drainage**  
 Sienna Christus Drive (Ph. 1-2)  
 Sienna Springs Blvd. West, East (Ph. 1-2)  
 Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)  
 Quadrangle Way (North - HCC) (South - Town Ctr.)  
 Ft. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy.)( Sienna Pkwy. - SSE) (SSE - Levee)  
 Sienna Ranch Road (Ph. 4-5)  
 Village Center Road  
 Sienna Parkway Utility Extension Phase 2  
 Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)  
 Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)
- City Water Storage Facility**  
**Levee, Detention and Reclamation Improvements**  
 Mitigation of Zeringue Tract  
 State Highway 6 TxDOT ditch re-grade  
 Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek
- Decorative Signage, Landscaping, Enhancements**  
 Herrin, Gould, Zeringue Tract - General, Retail, Commercial  
 PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.  
 PD35/PD36 General, Retail, Commercial



### Economic Feasibility Study

#### 3. An Economic Feasibility Study

In February 2007, Metrostudy conducted a market analysis to project the performance of retail, office, medical, and multi-family residential development for the proposed TIRZ No. 3, City of Missouri City.

Metrostudy analyzed a Target Market Area (TMA) bounded by US Highway 59, South Sam Houston Toll Road, State Highway 288, and the Fort Bend County line. The TMA is positioned to continue its residential, retail, and employment expansion.

The TMA's annual single-family housing start rate increased steadily over the past three years and has been supported by a 108% increase in vacant developed lots (VDL). Several factors will influence the household growth over the next few years including: availability of developable land, increasing interest rates, rising construction costs, and the local and national economies. The threat of increasing interest rates and rising construction cost will price some home buyers out of the market.

According to Metrostudy's household projections, the TMA will continue to add households and potentially have 85,890 households by 2010. Household growth will help expand the consumer base for the retail and office components of the TIRZ.

Based upon our research, as well as the analysis of available market information, it is Metrostudy's conclusion that sufficient demand exists currently to warrant the creation of the TIRZ. Continued demand for the mixed-uses planned is dependent upon continued economic and household growth. Creating destination retail and services by incorporating an appropriate tenant and services mix will be important to ensure success.

The TIRZ, as proposed, is feasible given the current housing market and economy. If the state of the economy changes dramatically, the level of success achieved may be reduced and a re-evaluation of the remaining land uses should be undertaken.

The complete market study is attached here as Exhibit 1.

**Target Market Area Growth Rates**

	4Q03	4Q06	Growth
Annual Starts	2,787	3,684	32%
Annual Closings	2,305	3,588	56%
Vacant Developed Lots (VDL)	2,989	6,209	108%
VDL Months of Supply	12.9	20.2	-

Source: Metrostudy's Quarterly Housing Survey

Population and Households Estimates and Projections Proposed TIRZ No. 3, City of Missouri City TMA		
Time Period	Population	Households
1990	111,611	34,832
2000	160,739	50,232
4Q06 Estimate	220,379	69,762
2007 Projection	231,810 - 233,200	73,520 - 73,990
2008 Projection	243,060 - 245,830	77,120 - 78,060
2009 Projection	254,170 - 258,050	80,600 - 81,960
2010 Projection	265,160 - 270,450	84,040 - 85,890

Source: Metrostudy's Quarterly Housing Survey



**Estimated Bonded Indebtedness**

**4. The estimated bonded indebtedness to be incurred**

It is anticipated that bonds will be issued in support of the project costs, resulting in a total estimated bonded indebtedness of \$64.35 million (par amount of bonds). The projection of annual debt service requirements is shown on Appendix 1. It is also anticipated that the Sienna Municipal Management District would issue TIRZ debt based upon a contractual agreement.

**Time when Costs/Obligations Incurred**

**5. The time when costs or monetary obligations are to be incurred**

It is estimated that the TIRZ projects will be funded by the developer during the years 2007 through 2012. The developer will accrue interest on those costs for up to two years or until such time as bonds are issued to reimburse the developer. The Zone will then have the obligation to pay debt service (including interest) on the bonds issued to reimburse the developer for the construction of TIRZ projects. A projection of annual debt service payments on the bonds is detailed on Appendix 1.

Years	TIRZ Projects	Interest Carry (Developer)	Interest & Cost of Issuance on Bonds	Zone Administration/ Legal
2007 - 2012	\$42,328,240	\$7,860,860	\$54,777,750	\$500,000
2012 - 2038			\$54,777,750	\$1,300,000
<b>Total</b>	<b>\$42,328,240</b>	<b>\$7,860,860</b>	<b>\$54,777,750</b>	<b>\$1,800,000</b>
				<b>\$106,766,850</b>



**Financing, Expected Sources Revenue**

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.

**Methods of Financing.** The Developer will advance funds for the Project costs, and the Zone will reimburse these costs from tax increment revenues of the Zone as they are realized by the Zone. The reimbursement will be as described in a separate agreement and other documentation between the Developer and the City.

**Sources of Tax Increment Revenue - Property Tax.** The tax increment revenue necessary to pay the project costs is expected to come from increased property values in the Zone due to the construction of new commercial buildings. Schedule A details the projected commercial build out. The projected assessed valuations resulting from the construction are shown in Schedule B. Schedule C presents the estimated property tax revenues associated with the development. These new revenues will be used to pay for Zone costs.

**Sources of Tax Increment Revenue - Sales Tax.** The City will dedicate sales tax to the TIRZ equal to the amount of the Metro sales tax rebate received within the Zone during any time period in which a Metro sales tax rebate agreement is in effect. The Metro sales tax rebate agreement expires at the end of 2014. The City and Metro may reinstate the agreement at that time resulting in additional sales tax remittance to the TIRZ. The City may also choose to terminate the agreement and institute a 4B or other economic development corporation which could dedicate an equivalent amount of sales tax to the TIRZ.

Projected gross sales in the Zone and the resulting sales tax revenues for the City and the TIRZ (Metro rebate) are shown on Schedule D.

**Participating Jurisdictions - Property Tax**

Taxing Jurisdiction	Tax Rate	Tax Rate Dedicated	% Dedicated
City of Missouri City	\$0.49926/\$100	\$0.49926/\$100	100%
Fort Bend County *	\$0.49874/\$100	\$0.49874/\$100	100%
Fort Bend County Drainage District *	\$0.01800/\$100	\$0.01800/\$100	100%
Levee Improvement District *	\$0.58000/\$100	\$0.58000/\$100	100%
Houston Community College *	\$0.09243/\$100	\$0.09243/\$100	100%

\* Participation, if approved, would be pursuant to an interlocal agreement determining the rate and term.

**Participating Jurisdictions - Sales Tax**

Jurisdiction	Sales Tax Rate Dedicated
City of Missouri City	0.50%



Current Appraised Value of Property

**7. Current Total Appraised Value of Property in the Zone**

The total 2007 tax year appraised value of property within the Zone boundaries is approximately \$32,101,300.

**Estimated Captured Value**

**8. Estimated Captured Value of Zone in Each Year of Existence**

The estimated captured value (property tax and gross sales) of the TIRZ during each year of its existence is shown on this table. Estimates are calculated without appreciation in property values or gross sales estimates.

Tax Year	Increment in Commercial Value	Gross Sales
2007	\$0	\$0
2008	\$41,300,000	\$43,200,000
2009	\$111,300,000	\$100,575,000
2010	\$191,625,000	\$157,950,000
2011	\$254,275,000	\$215,325,000
2012	\$306,600,000	\$272,700,000
2013	\$306,600,000	\$272,700,000
2014	\$306,600,000	\$272,700,000
2015	\$306,600,000	\$272,700,000
2016	\$306,600,000	\$272,700,000
2017	\$306,600,000	\$272,700,000
2018	\$306,600,000	\$272,700,000
2019	\$306,600,000	\$272,700,000
2020	\$306,600,000	\$272,700,000
2021	\$306,600,000	\$272,700,000
2022	\$306,600,000	\$272,700,000
2023	\$306,600,000	\$272,700,000
2024	\$306,600,000	\$272,700,000
2025	\$306,600,000	\$272,700,000
2026	\$306,600,000	\$272,700,000
2027	\$306,600,000	\$272,700,000
2028	\$306,600,000	\$272,700,000
2029	\$306,600,000	\$272,700,000
2030	\$306,600,000	\$272,700,000
2031	\$306,600,000	\$272,700,000
2032	\$306,600,000	\$272,700,000
2033	\$306,600,000	\$272,700,000
2034	\$306,600,000	\$272,700,000
2035	\$306,600,000	\$272,700,000
2036	\$306,600,000	\$272,700,000

**Duration of Zone**

**9. Duration of Zone**

The duration of the Zone is 30 years. The TIRZ will take effect on the date it is created. It is anticipated that January 1, 2007 would be established as the base year and that the TIRZ would terminate on December 31, 2036, or the date when all project costs are paid and any debt is retired, or by a subsequent city ordinance terminating the Zone.



**Schedule A**  
**Commercial Build Out Schedule (in thousands)**

Commercial Project Values	2007		2008		2009		2010		2011		2012		2013		2014	
	Square Feet	Captured Value (K)														
Retail			148.0	\$25,900	148.0	\$25,900	148.0	\$25,900	148.0	\$25,900	148.0	\$25,900				
Mixed Use			88.0	\$15,400	88.0	\$15,400	88.0	\$15,400	88.0	\$15,400	88.0	\$15,400				
Multi-Family/Assisted Living			-	\$0	101.0	\$17,675	101.0	\$17,675	-	\$0	-	\$0				
Hospital/Office			-	\$0	-	\$0	59.0	\$10,325	59.0	\$10,325	-	\$0				
Bees Creek Retail			-	\$0	63.0	\$11,025	63.0	\$11,025	63.0	\$11,025	63	\$11,025				
			236.0		400.0		459.0		358.0		299.0					1,752
<b>Total Captured Value</b>		\$0		\$41,300		\$70,000		\$80,325		\$62,650		\$52,325		\$0		\$0
<b>Cumulative Captured Value</b>		\$0		\$41,300		\$111,300		\$191,625		\$254,275		\$306,600		\$306,600		\$306,600

Note: Captured value is presented in thousands of dollars.



**Schedule B**  
**Projected Assessed Valuations**

Tax Roll Jan 1	Incremental Residential Assessed Valuation	Residential Assessed Valuation	No. of Homes Added	Cum. No. of Homes	Senior Citizens Exemption		City Projected Taxable Valuation
					Number of Eligible Homes (1)	City Exemption Amount (2)	
2007	\$0	\$0	0	0	0.0	\$(0)	0
2008	\$0	\$0	0	0	0.0	\$(0)	41,300,000
2009	\$0	\$0	0	0	0.0	\$(0)	111,300,000
2010	\$0	\$0	0	0	0.0	\$(0)	191,625,000
2011	\$0	\$0	0	0	0.0	\$(0)	254,275,000
2012	\$0	\$0	0	0	0.0	\$(0)	306,600,000
2013	\$0	\$0	0	0	0.0	\$(0)	306,600,000
2014	\$0	\$0	0	0	0.0	\$(0)	306,600,000
2015	\$0	\$0	0	0	0.0	\$(0)	306,600,000
2016	\$0	\$0	0	0	0.0	\$(0)	306,600,000
2017	\$0	\$0	0	0	0.0	\$(0)	306,600,000
Total	\$0	\$0	0	0	0.0	\$(0)	306,600,000



**Schedule C**  
**Projected Zone Revenue - Property Tax**

Tax Year	Coll. Year	City Tax Rate	100% City Participation	County General Fund Tax Rate	100% County General Fund Participation	County Drainage District Tax Rate	100% County Drainage District Participation	SPLID Tax Rate	100% SPLID Participation	HCC Tax Rate	100% HCC Participation	Cumulative Zone Revenue Available for Zone Projects
2007	2008	\$0.49926	\$0	\$0.49874	\$0	\$0.01800	\$0	\$0.58000	\$0	\$0.09243	\$0	\$0
2008	2009	\$0.49926	\$206,194	\$0.49874	\$205,980	\$0.01800	\$7,434	\$0.58000	\$239,540	\$0.09243	\$38,175	\$697,323
2009	2010	\$0.49926	\$555,676	\$0.49874	\$555,098	\$0.01800	\$20,034	\$0.58000	\$645,540	\$0.09243	\$102,878	\$1,879,226
2010	2011	\$0.49926	\$956,707	\$0.49874	\$955,711	\$0.01800	\$34,493	\$0.58000	\$1,111,425	\$0.09243	\$177,125	\$3,235,460
2011	2012	\$0.49926	\$1,269,493	\$0.49874	\$1,268,171	\$0.01800	\$45,770	\$0.58000	\$1,474,795	\$0.09243	\$235,034	\$4,293,263
2012	2013	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2013	2014	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2014	2015	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2015	2016	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2016	2017	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2017	2018	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2018	2019	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2019	2020	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2020	2021	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2021	2022	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2022	2023	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2023	2024	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2024	2025	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2025	2026	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2026	2027	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2027	2028	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2028	2029	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2029	2030	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2030	2031	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2031	2032	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2032	2033	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2033	2034	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2034	2035	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2035	2036	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2036	2037	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
			<b>\$41,256,350</b>		<b>\$41,007,400</b>		<b>\$1,487,430</b>		<b>\$47,928,300</b>		<b>\$7,638,201</b>	<b>\$139,523,661</b>



HAWESHILL CALDERON  
LLP

**Schedule D**  
**Projected Zone Revenue - Sales Tax**

NOTE: The City will dedicate sales tax to the TIRZ equal to the amount of the Metro sales tax rebate received within the Zone during any time period in which a Metro sales tax rebate agreement is in effect. The Metro sales tax rebate agreement expires at the end of 2014. The City and Metro may reinstate the agreement at that time resulting in additional sales tax remittance to the TIRZ. The City may also choose to terminate the agreement and institute a 4B or other economic development corporation which could dedicate an equivalent amount of sales tax to the TIRZ.

Year	Commercial Sales Oriented Businesses		Sales Tax Rate Dedicated to TIRZ	
	Gross Sales	City Tax	(Metro Sales Tax Rebate)	TIRZ Sales Tax Generated
2007	\$0	1.00%	0.50%	\$0
2008	\$43,200,000	1.00%	0.50%	\$216,000
2009	\$100,575,000	1.00%	0.50%	\$502,875
2010	\$157,950,000	1.00%	0.50%	\$789,750
2011	\$215,325,000	1.00%	0.50%	\$1,076,625
2012	\$272,700,000	1.00%	0.50%	\$1,363,500
2013	\$272,700,000	1.00%	0.50%	\$1,363,500
2014	\$272,700,000	1.00%	0.50%	\$1,363,500
2015	\$272,700,000	1.00%	0.50%	\$1,363,500
2016	\$272,700,000	1.00%	0.50%	\$1,363,500
2017	\$272,700,000	1.00%	0.50%	\$1,363,500
2018	\$272,700,000	1.00%	0.50%	\$1,363,500
2019	\$272,700,000	1.00%	0.50%	\$1,363,500
2020	\$272,700,000	1.00%	0.50%	\$1,363,500
2021	\$272,700,000	1.00%	0.50%	\$1,363,500
2022	\$272,700,000	1.00%	0.50%	\$1,363,500
2023	\$272,700,000	1.00%	0.50%	\$1,363,500
2024	\$272,700,000	1.00%	0.50%	\$1,363,500
2025	\$272,700,000	1.00%	0.50%	\$1,363,500
2026	\$272,700,000	1.00%	0.50%	\$1,363,500
2027	\$272,700,000	1.00%	0.50%	\$1,363,500
2028	\$272,700,000	1.00%	0.50%	\$1,363,500
2029	\$272,700,000	1.00%	0.50%	\$1,363,500
2030	\$272,700,000	1.00%	0.50%	\$1,363,500
2031	\$272,700,000	1.00%	0.50%	\$1,363,500
2032	\$272,700,000	1.00%	0.50%	\$1,363,500
2033	\$272,700,000	1.00%	0.50%	\$1,363,500
2034	\$272,700,000	1.00%	0.50%	\$1,363,500
2035	\$272,700,000	1.00%	0.50%	\$1,363,500
2036	\$272,700,000	1.00%	0.50%	\$1,363,500
2037	\$272,700,000	1.00%	0.50%	\$1,363,500
<b>Totals</b>	<b>\$7,607,250,000</b>			<b>\$38,036,250</b>

**\$6,675,750**



**Sienna Plantation Tax Incremental Reinvestment Zone**  
**Bond Issuance Analysis - All Participants at 100% Participation**

Total Reimbursement: \$ 50,188,100  
Total Bond Issuance: \$ 64,345,000

Year Ending 12/31	- Assessed Value Growth -		- Missouri City -		- Fort Bend County -		- Sienna Plantation LID -		Bond Issue Size: \$									
	Estimated	2008 Base	Participation Level:	100%	Participation Level:	100%	Participation Level:	100%	Reimbursement	Series 2009	Series 2010	Series 2011	Series 2012	Series 2013	Series 2014	Series 2015	Series 2017	
										Bond Issue								
2009	108,820,000	(50,000,000)	0.484500	93,820	0.483340	278,724	0.600000	340,200	95,000	465,000	465,000	444,900	4,321,200	2,970,100	1,501,500	1,340,400	1,225,700	
2010	108,750,000	(50,000,000)	0.484500	93,820	0.483340	278,724	0.600000	340,200	95,000	465,000	465,000	444,900	4,321,200	2,970,100	1,501,500	1,340,400	1,225,700	
2011	108,750,000	(50,000,000)	0.484500	93,820	0.483340	278,724	0.600000	340,200	95,000	465,000	465,000	444,900	4,321,200	2,970,100	1,501,500	1,340,400	1,225,700	
2012	171,275,000	(50,000,000)	0.484500	905,705	0.483340	598,705	0.600000	727,650	1,038,450	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2013	278,375,000	(50,000,000)	0.484500	905,705	0.483340	598,705	0.600000	727,650	1,038,450	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2014	303,875,000	(50,000,000)	0.484500	1,255,412	0.483340	1,126,665	0.600000	1,370,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2015	316,875,000	(50,000,000)	0.484500	1,319,202	0.483340	1,255,412	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2016	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2017	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2018	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2019	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2020	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2021	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2022	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2023	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2024	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2025	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2026	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2027	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2028	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2029	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2030	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2031	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2032	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2033	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2034	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2035	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2036	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2037	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2038	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	
2039	326,875,000	(50,000,000)	0.484500	1,359,641	0.483340	1,316,708	0.600000	1,523,250	1,523,250	508,700	508,700	571,000	3,324,400	1,977,700	1,115,500	1,038,800	78,900	

**NOTE: Bond financings are issued through the Sienna Plantation MMD with an unlimited tax pledge.**

- (1) Tax Collection Rate 95%.
- (2) Bonds sold at estimated interest rate of 6.00%.
- (3) Two years of capitalized interest.
- (4) Expenses estimated at 22% of par amount.

Sienna Plantation Tax Incremental Reinvestment Zone  
Bond Issuance Analysis - All Participants at 100% Participation

Year	Series 2019	Series 2020	Series 2021	Series 2022	Series 2023	Series 2024	Series 2026	Series 2027	Series 2028	Series 2029	Series 2030	Series 2031	Series 2032	Series 2033	Total	Ending Fund Balance	Debt Service Coverage	Direct Debt Ratio	Year Ending 12/31
2009															64,345,000	283,965		12.0%	2009
2010															50,189,100	1,139,255		12.0%	2010
2011																2,968,626	597.85%	12.0%	2011
2012																5,225,217	477.21%	12.0%	2012
2013																3,375,000	454.58%	12.0%	2013
2014																1,094,650	454.58%	12.0%	2014
2015																6,369,250	469.02%	12.0%	2015
2016																11,662,250	469.02%	12.0%	2016
2017																2,376,200	532.88%	11.8%	2017
2018																13,467,093	557.89%	12.0%	2018
2019																2,527,250	622.03%	11.7%	2019
2020																16,633,791	700.17%	12.0%	2020
2021																2,674,100	755.92%	12.0%	2021
2022																18,137,715	710.76%	12.0%	2022
2023																19,525,239	747.51%	12.0%	2023
2024																20,914,613	752.82%	12.0%	2024
2025																2,788,650	741.00%	12.0%	2025
2026																2,942,550	741.00%	12.0%	2026
2027																2,930,200	752.82%	12.0%	2027
2028																3,130,100	741.00%	12.0%	2028
2029																24,446,824	725.51%	12.0%	2029
2030																3,371,400	725.51%	12.0%	2030
2031																26,187,152	696.16%	12.0%	2031
2032																3,534,650	696.16%	12.0%	2032
2033																3,686,250	696.16%	12.0%	2033
2034																3,963,000	696.16%	12.0%	2034
2035																4,117,850	696.16%	12.0%	2035
2036																27,573,825	659.04%	12.0%	2036
2037																4,480,250	489.62%	12.0%	2037
2038																4,878,650	421.70%	10.3%	2038
																25,367,769	337.52%	8.3%	2039
																6,015,600	247.80%	5.7%	2040
																23,530,223	197.40%	2.9%	2041
																20,736,696	147.57%		2042
																8,971,550	12.34%		2043
																930,650	147.57%		2044
																929,000	147.57%		2045
																929,000	147.57%		2046
																927,000	147.57%		2047
																927,000	147.57%		2048
																8,382,150	147.57%		2049
																8,383,600	147.57%		2050
																104,966,650			2051





**HAWES HILL CALDERON**  
LLP

**10103 FONDREN, SUITE 300  
HOUSTON, TEXAS 77096**

**P.O. Box 22167  
HOUSTON, TEXAS 77227-2167**

**TEL: (713) 541-0447  
FAX: (713) 541-9906  
[www.hhllp.com](http://www.hhllp.com)**

**ORDINANCE NO. O-11-31**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE FIRST AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLAN; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Missouri City ("City") pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Three, City of Missouri City (the "Zone") by Ordinance No. O-07-58, adopted on December 3, 2007; and

**WHEREAS**, the Board of Directors of the Zone adopted and recommended and the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plan") for the Zone by Ordinance No. O-08-22, adopted on May 19, 2008; and

**WHEREAS**, the Board of Directors of the Zone considered and adopted the First Amendment to the Project Plan and Reinvestment Zone Financing Plan for the Zone (the "First Amendment") and recommended the First Amendment for approval by City Council; and

**WHEREAS**, after public notice thereof was given in accordance with the law, the City Council conducted a public hearing on September 6, 2011, on the proposed First Amendment, at which property owners and other interested persons were allowed to speak; and

**WHEREAS**, evidence was received and presented at the public hearing in favor of the First Amendment; and

**WHEREAS**, Chapter 311 of the Texas Tax Code authorizes the amendments to the Plan; and

**WHEREAS**, the City now desires to amend the Plan by the adoption of the First Amendment; now, therefore,

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

**Section 1.** The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

**Section 2.** The Plan is hereby amended to reflect the First Amendment shown as Exhibit A attached hereto. The First Amendment is determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the First Amendment.

**Section 3.** The City Secretary is directed to provide copies of the First Amendment to each taxing unit levying ad valorem taxes in the Zone.

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

**Section 5.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 6.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, TEX. GOV'T CODE ANN., Ch. 551; and that this meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED and APPROVED on first reading this 6th day of September, 2011.

PASSED, APPROVED and ADOPTED on second and final reading this 19th  
day of September, 2011.



Allen Owen, Mayor

ATTEST:

  
Maria Gonzalez, City Secretary

APPROVED AS TO FORM:

  
Caroline Kelley, City Attorney

Exhibit A

**FIRST AMENDMENT  
to the  
PROJECT PLAN  
for  
REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

This First Amendment (the "First Amendment") to the Project Plan (the "Project Plan") for Reinvestment Zone Number Three, City of Missouri City shall be effective upon approval by the City Council of the City of Missouri City, Texas. Terms defined in the Project Plan shall have the same meaning when used in this First Amendment.

The Project Plan is amended as followed:

1. The chart reflecting the Projects and the Estimated Project Costs, as set forth on Page 14 of the Project Plan, adopted by Ordinance No. O-08-22, is replaced by the chart reflecting the Projects and the Estimated Project Costs attached hereto.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT has been approved by Reinvestment Zone Number Three, City of Missouri City, the Missouri City Development Authority, and the City of Missouri City, Texas as of the dates below stated.

**CITY OF MISSOURI CITY, TEXAS**

By: \_\_\_\_\_  
Allen Owen, Mayor

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Maria Gonzalez, Interim City Secretary

**MISSOURI CITY DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Allen Owen, President

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Danny Nguyen, Secretary

**REINVESTMENT ZONE NUMBER THREE,  
CITY OF MISSOURI CITY**

By: \_\_\_\_\_  
Ron Lee, Chairperson

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Joe Workman, Secretary

**Reinvestment Zone Number Three, City of Missouri City  
Chart of Estimated Project Costs, Page 14  
Project Plan**

Current Projects	Reinvestment Zone Number Three
<b>New Roadway Construction</b>	
Sienna Christus Drive Phase 2	\$500,000
Sienna Springs East Phase 2	\$1,500,000
Quadrangle Way (North-HCC) (South-Town Ctr.)	\$900,000
Ft. Bend Parkway Tollroad Corridor. <sup>1</sup>	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
<b>Sienna Ranch &amp; Sienna Springs West<sup>2</sup></b>	<b>\$4,250,000</b>
<b>Roadway Improvements</b>	
Sound buffer device along Sienna Pkwy	\$500,000
<b>Pedestrian Tunnel under Sienna Pkwy</b>	<b>\$1,000,000</b>
<b>Intersection Improvements</b>	
Sienna Pkwy @ SH 6, Sienna Springs Blvd, Sienna Ranch Road, Trammel Fresno Road, Watts Plantation Road, Fort Bend Pkwy, Sienna Christus Drive	\$2,300,000
SH 6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$2,400,000
Sienna Springs Blvd	\$450,000
<b>Sienna Ranch @ 5 locations<sup>3</sup></b>	<b>\$1,900,000</b>
<b>Structured Parking Garage</b>	<b>\$6,750,000</b>
<b>Decorative Signage, Landscaping, Enhancements</b>	
Herrin, Gould, Zeringue Tract—General, Retail, Commercial	\$400,000
PD8/PD53—General Retail, Commercial @ SH6,	\$3,900,000

<sup>1</sup> Includes Feeder Road from Sienna Ranch Road to Sienna Parkway (within the FBTR ROW) and sound protection walls adjacent to future residential areas plus \$500k for SP improvements at Intersection (\$600k to \$700k could be FBTR reimbursed).

<sup>2</sup> Roadway construction for Sienna Ranch Road (SRR) and Sienna Springs Blvd. (SSB) West with ½ section bridge over Flat Bank Creek.

<sup>3</sup> Intersection improvements at SRR at Discovery Lane, SSB, and two un-named intersections south of FBTR (4 total).

Town Center, Office, Live Work, etc.	
<b>Sienna Ranch &amp; Sienna Springs West<sup>4</sup></b>	<b>\$1,100,000</b>
PD35/PD36—General, Retail, Commercial	\$600,000
<b>Houston Community College Educational Facilities<sup>5</sup></b>	<b>\$6,916,772</b>
Zone Administration and Legal (City)	\$1,800,000
<b>Project Totals</b>	<b>\$45,916,772</b>

---

<sup>4</sup> Lighting, sidewalks and landscaping within the ROW on SRR and SSB West.

<sup>5</sup> HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1)

\* Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.

ORDINANCE NO. O-17-27

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,  
CHANGING THE NAME OF SIENNA CHRISTUS DRIVE, A PUBLIC  
STREET LOCATED IN THE CITY OF MISSOURI CITY, TEXAS, TO  
SIENNA CROSSING DRIVE.

\* \* \* \* \*

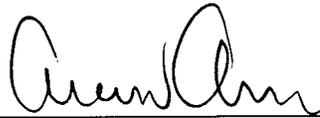
WHEREAS, Chapter 16 of the Missouri City Code provides for the naming of city streets; now therefore,

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

Section 1. The name of that roadway located within the City of Missouri City and known as Sienna Christus Drive as depicted on Exhibit "A," attached hereto and made a part hereof, is hereby changed to Sienna Crossing Drive.

PASSED and APPROVED on first reading this 7<sup>th</sup> day of August, 2017.

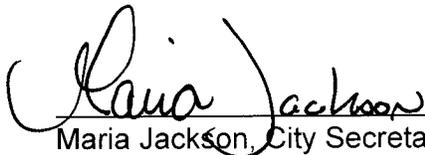
PASSED, APPROVED and ADOPTED on second and final reading this 21<sup>st</sup> day of August, 2017.

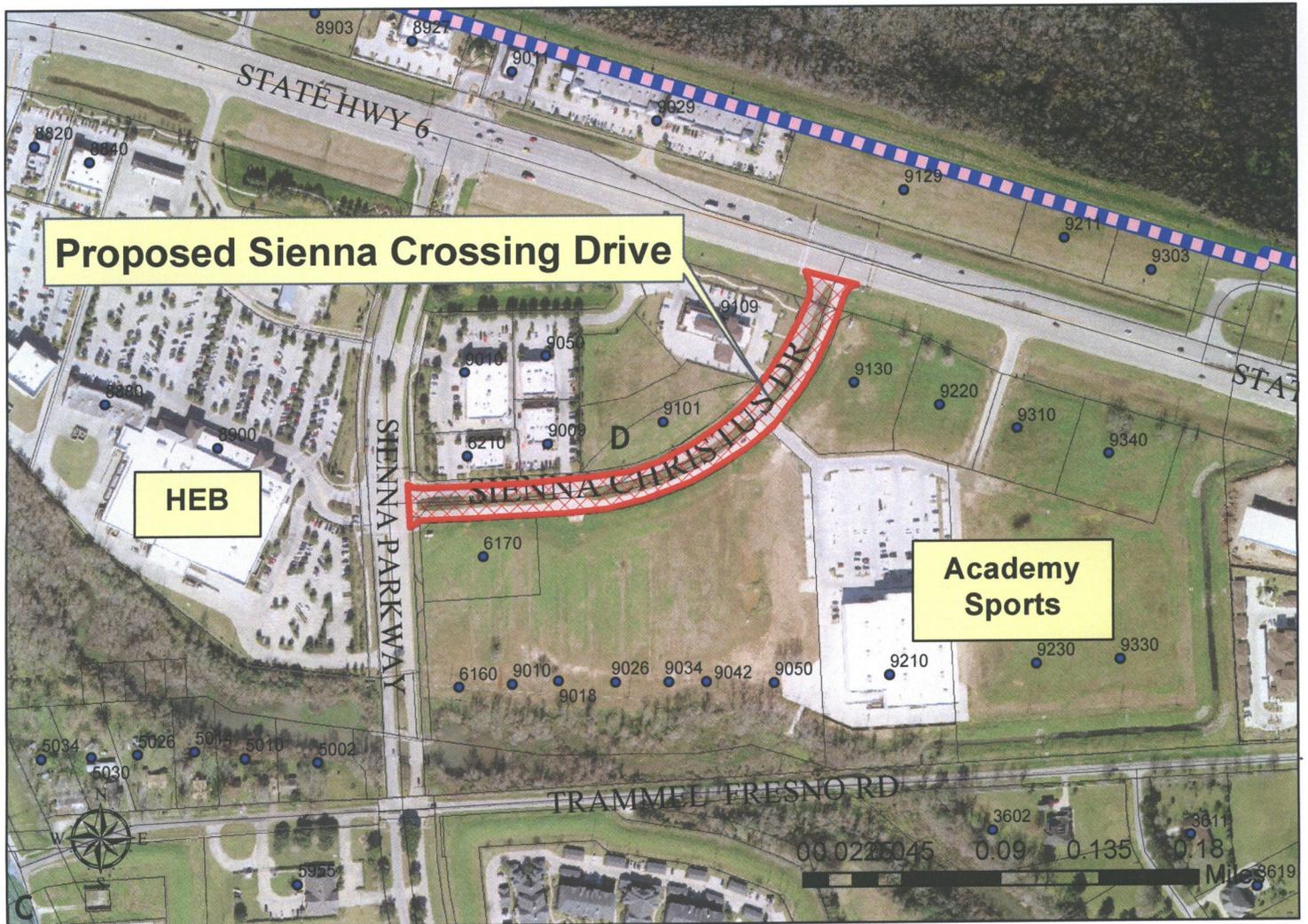


Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Maria Jackson, City Secretary  
E. Joyce Lyamu, City Attorney





## CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(c) Disannexation of a 34.16-acre tract of land  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

The owner of a 34.16-acre tract of land has petitioned for the disannexation of the property. This is the second and final reading 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, Sienna 325, L.P. ("Sienna") has requested that the City of Missouri City disannex an approximate 34.16-acre tract of land for residential development. This proposal was initially presented to the City Council on March 10, 2020, at a special meeting at which Sienna's representative was present. Sienna desires to utilize the land for single family residential uses set forth in the City's zoning ordinance as R-1, R-1-A, R-2, R-3, R-4, R-5, R-6, or other single family uses. If disannexed, the land may become subject to a land development agreement that incorporates portions of the Sienna Plantation Joint Development Agreement, as amended. The land is located within the corporate limits of Missouri City, Texas, north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of the Westpoint Estates residential subdivision.

Notice of the first public hearing was published on Wednesday, April 8, 2020, in the *Fort Bend Independent* and the first public hearing was held on April 13, 2020. The proposed concept plan for the land proposed to be disannexed was reviewed by the Missouri City Planning and Zoning Commission on Wednesday, April 8, 2020. Notice of this second public hearing was published on Wednesday, April 1, 2020, in the *Fort Bend Independent*, and the second public hearing was held on April 20, 2020. No individuals spoke for or against the proposed disannexation.

### BUDGET ANALYSIS

The property has a market value of \$1,483,330. The property currently has an agricultural exemption and is assessed approximately \$2,148.00 in City taxes.

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

### SUPPORTING MATERIALS

1. Ordinance
2. Petition

3. Depiction

**STAFF'S RECOMMENDATION**

**Action required:** Consider adopting the ordinance on the second and final reading.

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

Bill Atkinson

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, DISANNEXING AN APPROXIMATE 34.16-ACRE TRACT OF LAND LOCATED NORTH OF THE SIENNA STEEP BANK VILLAGE RESIDENTIAL SUBDIVISION, SOUTH OF MCKEEVER ROAD, EAST OF SIENNA PARKWAY, AND WEST OF WESTPOINT ESTATES RESIDENTIAL SUBDIVISION; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE.**

\* \* \* \* \*

WHEREAS, Sienna 325, L.P. (the "Owner"), the owner of an approximate 34.16-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 Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision (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, 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; 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 18<sup>th</sup> day of May, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 1<sup>st</sup> day of June, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Exhibit "A"

County: Fort Bend  
Project: Sienna  
Job No. 133325  
MBS No. 13-147

### FIELD NOTES FOR 34.160 ACRES

Being a tract containing 34.160 acres of land, located in the Thomas Barnett League, Abstract 7, in Fort Bend County, Texas; Said 34.160 acre tract being a call 34.160 acre tract recorded in the name of Sienna 325 LP in File Number 2013157640 of the Official Records of Fort Bend County (O.R.F.B.C); Said 34.160 acre tract being more particularly described by a metes and bounds description as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at a 5/8-inch iron rod found at the southeast corner of Sienna Parkway (140-foot width) as described in a Right-of-Way Deed recorded in Volume 2030, Page 958 of the O.R.F.B.C., from which the northeast corner of Sienna Parkway (160-foot width) as dedicated in a Roadway Plat recorded in Slide Number 1176 B of the Fort Bend County Plat Records (F.B.C.P.R.) and the northwest corner of Reserve "A", Sienna Steep Bank Village, Section One bears North 87 degrees 13 minutes 35 seconds East, a distance of 11.60 feet;

Thence, with the easterly Right-of-Way (R.O.W.) line of said Sienna Parkway (140-foot width), the following four (4) courses:

- 1) 239.18 feet along the arc of a curve to the right, said curve having a radius of 1930.00 feet, a central angle of 07 degrees 06 minutes 02 seconds and a chord that bears North 29 degrees 40 minutes 24 seconds West, a distance of 239.03 to a 5/8-inch iron rod found;
- 2) North 26 degrees 05 minutes 04 seconds West, a distance of 1001.33 feet to a 5/8-inch iron rod found;
- 3) 351.86 feet along the arc of a curve to the right, said curve having a radius of 1930.00 feet, a central angle of 10 degrees 26 minutes 44 seconds and a chord that bears North 20 degrees 50 minutes 36 seconds West, a distance of 351.37 feet to a 5/8-inch iron rod found;
- 4) North 15 degrees 40 minutes 51 seconds West, a distance of 82.58 feet to the southerly R.O.W. line of McKeever Road (80-foot width), a R.O.W. recorded in File Number 1941033014 of the O.R.F.B.C. and the northerly line of aforesaid 34.177 acre tract, from which a found 5/8-inch iron rod bears South 87 degrees 55 minutes 51 seconds West, a distance of 1.05 feet;

Thence, with the northerly and easterly line of said 34.177 acre tract, the following eight (8) courses:

- 1) North 87 degrees 04 minutes 27 seconds East, a distance of 430.74 feet to a 5/8-inch iron rod found;
- 2) 449.82 feet along the arc of a curve to the right, said curve having a radius of 638.60 feet, a central angle of 40 degrees 21 minutes 30 seconds and a chord that bears South 72 degrees 26 minutes 59 seconds East, a distance of 440.58 feet to a 5/8-inch iron rod found;

## Exhibit "A"

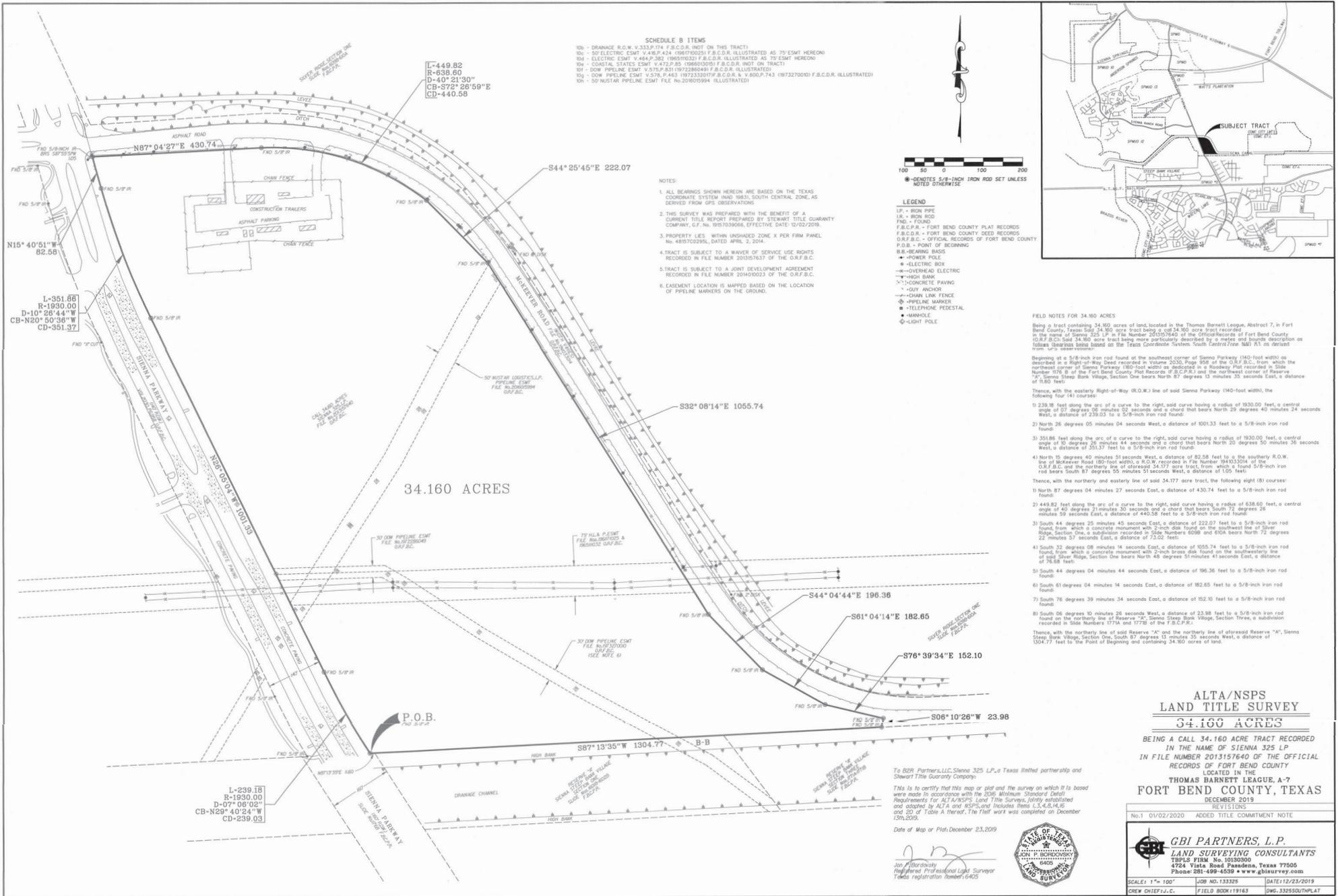
- 3) South 44 degrees 25 minutes 45 seconds East, a distance of 222.07 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southwest line of Silver Ridge, Section One, a subdivision recorded in Slide Numbers 609B and 610A bears North 72 degrees 22 minutes 57 seconds East, a distance of 73.02 feet;
- 4) South 32 degrees 08 minutes 14 seconds East, a distance of 1055.74 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch brass disk found on the southwesterly line of said Silver Ridge, Section One bears North 48 degrees 51 minutes 41 seconds East, a distance of 76.68 feet;
- 5) South 44 degrees 04 minutes 44 seconds East, a distance of 196.36 feet to a 5/8-inch iron rod found;
- 6) South 61 degrees 04 minutes 14 seconds East, a distance of 182.65 feet to a 5/8-inch iron rod found;
- 7) South 76 degrees 39 minutes 34 seconds East, a distance of 152.10 feet to a 5/8-inch iron rod found;
- 8) South 06 degrees 10 minutes 26 seconds West, a distance of 23.98 feet to a 5/8-inch iron rod found on the northerly line of Reserve "A", Sienna Steep Bank Village, Section Three, a subdivision recorded in Slide Numbers 1771A and 1771B of the F.B.C.P.R.;

Thence, with the northerly line of said Reserve "A" and the northerly line of aforesaid Reserve "A", Sienna Steep Bank Village, Section One, South 87 degrees 13 minutes 35 seconds West, a distance of 1304.77 feet to the **Point of Beginning** and containing 34.160 acres of land.

**PLAT OF SURVEY WAS PREPARED IN CONNECTION WITH THE HEREIN DESCRIPTION AND FILED UNDER JOB NUMBER 133325, GBI PARTNERS, LP.**

GBI PARTNERS, L.P.  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
December 23, 2019

# Exhibit "A"



- SCHEDULE B ITEMS**
- 100 - DRAINAGE R.O.W. V.333.P.174 F.B.C.D.R. (NOT ON THIS TRACT)
  - 101 - 50' ELECTRIC ESMT. V.449.P.424 1986702025 F.B.C.D.R. (ILLUSTRATED AS 75' ESMT. HEREON)
  - 102 - ELECTRIC ESMT. V.449.P.361 1986703021 F.B.C.D.R. (ILLUSTRATED AS 75' ESMT. HEREON)
  - 103 - COASTAL STATES ESMT. V.472.P.85 1986605009 F.B.C.D.R. (NOT ON TRACT)
  - 104 - 50' PIPELINE ESMT. V.378.P.433 1972330179 F.B.C.D.R. (ILLUSTRATED AS 50' PIPELINE HEREON)
  - 105 - 50' PIPELINE ESMT. V.378.P.443 1972330179 F.B.C.D.R. & V.600.P.743 1973270070 F.B.C.D.R. (ILLUSTRATED AS 50' PIPELINE HEREON)
  - 106 - 50' NUSTAR PIPELINE ESMT. FILE NO. 2010605994 (ILLUSTRATED)

L-449.82  
R-638.60  
D-40°21'30"  
CB-S72°26'59"E  
CD-440.56

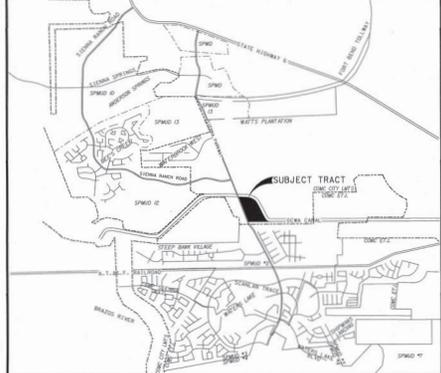
L-351.68  
R-1830.00  
D-10°26'44"W  
CB-N20°50'38"W  
CD-351.37

L-239.18  
R-1930.00  
D-07°08'02"  
CB-N26°40'24"W  
CD-239.03

- NOTES:**
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 1983), SOUTH CENTRAL ZONE, AS DERIVED FROM GPS OBSERVATIONS.
  2. THIS SURVEY WAS PREPARED BY THE BENEFIT OF A CURRENT TITLE REPORT PREPARED BY STEWART TITLE GUARANTY COMPANY, C.F. No. 9157039066, EFFECTIVE DATE: 12/02/2019.
  3. PROPERTY LIES WITHIN UNSHADDED ZONE X PER FIRM PANEL No. 4870203981 DATED APRIL 2, 2004.
  4. TRACT IS SUBJECT TO A WAIVER OF SERVICE USE RIGHTS RECORDED IN FILE NUMBER 201817637 OF THE O.R.F.B.C.
  5. TRACT IS SUBJECT TO A JOINT DEVELOPMENT AGREEMENT RECORDED IN FILE NUMBER 2014000023 OF THE O.R.F.B.C.
  6. EASEMENT LOCATION IS MAPPED BASED ON THE LOCATION OF PIPELINE MARKERS ON THE GROUND.



- LEGEND**
- 1" - IRON PIPE
  - 1/2" - IRON ROD
  - FINO - FOUND
  - F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS
  - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
  - O.R.F.B.C. - OFFICIAL RECORDS OF FORT BEND COUNTY
  - P.O.B. - POINT OF BEGINNING
  - B.B. - BEARING BASIS
  - HP - POWER POLE
  - EB - ELECTRIC BOX
  - OE - OVERHEAD ELECTRIC
  - HB - HIGH BANK
  - CP - CONCRETE PAVING
  - AI - IRON ANCHOR
  - CL - CHAIN LINK FENCE
  - PM - PIPELINE MARKER
  - TE - TELEPHONE PEDESTAL
  - MAN - MANHOLE
  - LP - LIGHT POLE



**FIELD NOTES FOR 34.160 ACRES**

Being a tract containing 34.160 acres of land, located in the Thomas Barnett League, Abstract 7, in Fort Bend County, Texas, said 34.160 acre tract being a certain tract recorded in the name of SIEMMA 325 LP in File Number 2013157640 of the Official Records of Fort Bend County (O.R.F.B.C.) said 34.160 acre tract being more particularly described by a metes and bounds description as follows: *(transcription of field notes follows)*

Beginning at a 5/8-inch iron rod found at the southeast corner of Sierra Parkway (140-foot width) as described in a Right-of-Way Deed recorded in Volume 2030, Page 588 of the O.R.F.B.C., from which the northeast corner of Sierra Parkway (180-foot width) as indicated in a Roadway Plat recorded in Slide Number 1751 B of the Fort Bend County Plat Records (O.R.F.B.C.) and the northeast corner of Reserve "A", Sierra Steep Bank Village, Section One bears North 87 degrees 13 minutes 35 seconds East, a distance of 1304.77 feet;

Thence, with the easterly Right-of-Way (R.O.W.) line of said Sierra Parkway (140-foot width), the following four (4) courses:

- 1) 239.18 feet along the arc of a curve to the right, said curve having a radius of 930.00 feet, a central angle of 07 degrees 06 minutes 52 seconds and a chord that bears North 29 degrees 40 minutes 24 seconds West, a distance of 239.02 feet to a 5/8-inch iron rod found;
- 2) North 26 degrees 05 minutes 04 seconds West, a distance of 800.33 feet to a 5/8-inch iron rod found;
- 3) 351.86 feet along the arc of a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 10 degrees 36 minutes 44 seconds and a chord that bears North 30 degrees 50 minutes 36 seconds West, a distance of 351.37 feet to a 5/8-inch iron rod found;
- 4) North 15 degrees 40 minutes 51 seconds West, a distance of 82.58 feet to a southerly R.O.W. line of McKeever Road (80-foot width), a R.O.W. recorded in File Number 194303014 of the O.R.F.B.C. and the northerly line of a certain 34.177 acre tract, from which a found 5/8-inch iron rod bears South 87 degrees 55 minutes 51 seconds West, a distance of 1.05 feet;

Thence, with the northerly and easterly line of said 34.177 acre tract, the following eight (8) courses:

- 1) North 87 degrees 04 minutes 27 seconds East, a distance of 430.74 feet to a 5/8-inch iron rod found;
- 2) 448.82 feet along the arc of a curve to the right, said curve having a radius of 638.60 feet, a central angle of 40 degrees 21 minutes 20 seconds and a chord that bears South 75 degrees 26 minutes 59 seconds East, a distance of 448.58 feet to a 5/8-inch iron rod found;
- 3) South 44 degrees 29 minutes 45 seconds East, a distance of 222.07 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southwest line of Silver Ridge, Section One, a subdivision recorded in Slide Numbers 6098 and 6104 bears North 72 degrees 22 minutes 57 seconds East, a distance of 73.02 feet;
- 4) South 22 degrees 08 minutes 14 seconds East, a distance of 1055.74 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southeasterly line of Silver Ridge, Section One bears North 48 degrees 51 minutes 41 seconds East, a distance of 76.68 feet;
- 5) South 44 degrees 04 minutes 14 seconds East, a distance of 196.36 feet to a 5/8-inch iron rod found;
- 6) South 61 degrees 04 minutes 14 seconds East, a distance of 182.65 feet to a 5/8-inch iron rod found;
- 7) South 76 degrees 39 minutes 34 seconds East, a distance of 152.10 feet to a 5/8-inch iron rod found;
- 8) South 06 degrees 10 minutes 26 seconds West, a distance of 23.98 feet to a 5/8-inch iron rod found on the northerly line of Reserve "A", Sierra Steep Bank Village, Section Three, a subdivision recorded in Slide Numbers 1771A and 1773B of the F.B.C.P.R.;

Thence, with the northerly line of said Reserve "A" and the northerly line of a certain Reserve "A", Sierra Steep Bank Village, Section One, South 87 degrees 13 minutes 35 seconds West, a distance of 1304.77 feet to the Point of Beginning and containing 34.160 acres of land.

**ALTA/NSPS  
LAND TITLE SURVEY**  
**34.160 ACRES**  
BEING A CALL 34.160 ACRE TRACT RECORDED  
IN THE NAME OF SIEMMA 325 LP  
IN FILE NUMBER 2013157640 OF THE OFFICIAL  
RECORDS OF FORT BEND COUNTY  
LOCATED IN THE  
THOMAS BARNETT LEAGUE, A-7  
FORT BEND COUNTY, TEXAS  
DECEMBER 2019

To: BDR Partners, LLC, Siemna 325 LP, a Texas limited partnership and Stewart Title Guaranty Company.  
This is to certify that this map or plat and the survey on which it is based were made in accordance with the O&M Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 14, 15 and 20 of Title A thereof. The field work was completed on December 13th, 2019.  
Date of Map or Plat: December 23, 2019

Jan [Signature]  
Registered Professional Land Surveyor  
Texas registration number: 6455



REVISIONS  
No.1 01/02/2020 ADDED TITLE COMMITMENT NOTE

**GBI PARTNERS, L.P.**  
LAND SURVEYING CONSULTANTS  
TBPLS FIRM No. 10130300  
4845 Vicksburg Road Pasadena, Texas 77005  
Phone: 281-499-4539 • www.gbiurvey.com

SCALE: 1" = 100'  
JOB NO. 133325 DATE: 12/23/2019  
CREW CHIEF: J.L.C. FIELD BOOK: 119163 DWG. 3325507NPLAT



## CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(d) Development Agreement for a 34.16-acre tract of land  
**Submitted by:** Otis Spriggs, Director of Development Services

### SYNOPSIS

This is the second of two readings of an ordinance authorizing the execution of the development agreement between the City of Missouri City, Texas (the "City"), and Sienna 325, L.P., owner of a 34.16-acre tract of land (the "Property").

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout.

### BACKGROUND

Sienna 325, L.P. desires to subject its 34.16-acre tract of land to a majority of the requirements contained in the Sienna Plantation Joint Development Agreement ("Sienna DA"), adopted by the City in 1996, as amended.

This proposed development agreement:

- Provides for single-family residential development (R-1 through R-6 or as set forth in an attached exhibit);
- Provides that the developer will develop the Property in accordance with a land use plan (providing for residential uses) and in accordance with the rules, obligations, and restrictions of the Sienna DA, except the following:
  - All references to the City Code will be construed to refer to such references as they exist on the effective date of the development agreement;
  - Article III, Sections 3.08 and 3.09 (relating to consent to create municipal utility districts);
  - Article V, Amended Sections 5.02 and 5.03 (providing for construction of a fire station) and amended Section 5.04 (providing for the installation of traffic signals);
  - Article IX, Section 9.05, Subsections 9.06(a) and 9.06(b), and any other provisions of Article IX providing for arbitration;
  - Exhibit "G," Schedule of Fees;
  - The entire Fifth Amendment to the Sienna DA, dated November 5, 2007 (repealed by the Eighth Amendment to account for the new development in Sienna South); and
  - The entire Eighth Amendment to the Sienna DA dated July 15, 2013; and
- Provides for a 30-year term.

The Planning and Zoning Commission reviewed the proposed development agreement land use on April 8, 2020, and forwards a positive recommendation.

## BUDGET ANALYSIS

The Property has a market value of \$1,483,330.

**Purchasing Review:** N/A

**Financial/Budget Review:** Allena J Portis, Director of Financial Services

## SUPPORTING MATERIALS

1. Ordinance and agreement (except for Exhibit C, a copy of applicable ordinances)
2. Draft P&Z minutes (April 8, 2020)
3. P&Z staff report
4. Depiction of property

## STAFF'S RECOMMENDATION

**Action required:** Staff and the Planning and Zoning Commission recommend a positive recommendation.

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

**Glen A. Martel, ACM**

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MISSOURI CITY AND SIENNA 325, L.P. FOR THE DEVELOPMENT OF PROPERTY LOCATED NORTH OF THE SIENNA STEEP BANK VILLAGE RESIDENTIAL SUBDIVISION, SOUTH OF MCKEEVER ROAD, EAST OF SIENNA PARKWAY, AND WEST OF WESTPOINT ESTATES RESIDENTIAL SUBDIVISION FOR RESIDENTIAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, Sienna 325, L.P. (“Developer”) owns approximately 34.16 acres of land north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision (the “Property”); and

WHEREAS, the Property is located in the extraterritorial jurisdiction of Missouri City or will be located in the extraterritorial jurisdiction of Missouri City pursuant to action occurring on or about the date of the adoption of this Ordinance; and

WHEREAS, pursuant to Ordinance No. O-96-05, the City entered into a development agreement known as the Sienna Plantation Joint Development Agreement, dated February 19, 1996, with Sienna Plantation Development Company, which regulates the development of a master-planned community of approximately 7,361 acres of land in Fort Bend County, Texas (“Sienna Plantation”); and

WHEREAS, the Developer desires to develop the Property in a manner that is consistent with the development of Sienna Plantation; and

WHEREAS, the Developer represents that adopting a development agreement will provide long-term certainty of the City’s regulatory requirements and standards applicable to such Property; now therefore,

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

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

Section 2. That the mayor and city secretary of the City are hereby authorized and directed to execute and attest, respectively, the Development Agreement between the City of Missouri City, Texas, and Sienna 325, L.P. for the Sienna McKeever residential development. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof.

Section 3. That 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, whether there be one or more parts.

PASSED and APPROVED on the first reading this 18<sup>th</sup> day of May, 2020.

PASSED, APPROVED and ADOPTED on the second and final reading this 1<sup>st</sup> day of June, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Exhibit "A"

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MISSOURI CITY, TEXAS,  
AND  
SIENNA 325, L.P.  
(Single Family 34-acre Property)**

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between SIENNA 325, L.P., a Texas limited partnership, its successors or assigns ("Developer"), and THE CITY OF MISSOURI CITY, TEXAS (the "City"), a municipal corporation in Fort Bend and Harris Counties, Texas, acting by and through its governing body, the City Council of Missouri City, Texas (collectively, the "Parties") to be effective on the date on \_\_\_\_\_, 2020 (the "Effective Date").

**RECITALS**

The Developer owns approximately 34 acres of land (defined herein as the "Tract") in Fort Bend County, Texas and currently within the corporate limits of the City. The Developer anticipates the City will deannex the Tract from the corporate limits of the City prior to executing this Agreement. The Developer intends to develop the Tract for single family use. The Developer represents that the development of the Tract requires an agreement providing for long-term certainty concerning development of the Tract. A copy of the metes and bounds of the Tract is attached as **Exhibit A**.

The execution of this Agreement by the City is contingent upon the Developer petitioning the Tract for annexation into Sienna Plantation Municipal Utility District No. 10 (the "District"), and the District consenting to the annexation.

The Developer and the City wish to enter into this Agreement to provide certainty of regulatory requirements throughout the term of this Agreement, and encourage the creation of high-quality development for the benefit of the District and the present and future residents of the City.

The Developer and the City wish to enter into this Agreement to further provide certain planning authority essential to the development of the Tract to insure compliance

Authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code; Chapter 245, Texas Local Government Code; and Section 212.172 of the Texas Local Government Code.

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

## Exhibit "A"

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

### AGREEMENT

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

#### ARTICLE I DEFINITIONS AND EXHIBITS

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

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

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

“Developer” means Sienna 325, L.P., a Texas limited partnership and its successor and assigns.

“District” means Sienna Plantation Municipal Utility District No. 10.

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

“General Plan” means the General Plan prepared by Developer as submitted to the City as of the date of this Agreement, and then as approved by the City and, amended from time to time, as described in **Exhibit B**.

“Master District” means Sienna Plantation Municipal Utility District No. 1.

“Sienna Plantation Development Agreement” means the Sienna Plantation Joint Development Agreement, as adopted in the City of Missouri City Ordinance No. O-96-05 on February 19, 1996, as amended through the tenth amendment.

## Exhibit "A"

“Tract” means the approximately 34 acres of land to be developed by Developer, as described in **Exhibit A**.

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

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

Exhibit A	Metes and Bounds of 34 acres
Exhibit B	General Plan for Development
Exhibit C	Current City Codes and Ordinances relevant to the Tract

### ARTICLE II GENERAL PLAN AND LAND USE

Developer hereby agrees that the Tract will be developed for single family residential use in accordance with the General Plan for Development, attached hereto, and made a part hereof for all purposes, as Exhibit B. The Developer may develop the Tract in accordance with any type of single family residential designation set forth in the City’s zoning ordinance of the City Code as R-1, R-1-A, R-2, R-3, R-4, R-5, R-6, or in the Development Guidelines attached as Exhibit E to the Sienna Plantation Development Agreement. As consideration for the City’s obligations under this Agreement, the Developer intends to proceed to develop the Tract consistent with the General Plan as expeditiously as possible as determined by real estate and financial market and legal conditions. This Article does not require and shall not be construed as requiring the Developer to develop the Tract on any particular schedule or timetable.

### ARTICLE III DEVELOPER OBLIGATIONS

Section 3.1. Development of Tract. The Developer agrees to provide all water, sewer and drainage facilities to the Tract. The Developer agrees to develop the Tract in accordance with the rules, obligations, and restrictions of the Sienna Plantation Joint Development Agreement, incorporated for all purposes except the following:

- (a) All references to the City Code shall be construed to refer to such references as they exist on the Effective Date;
- (b) Article III, Sections 3.08 and 3.09 (relating to consent to create municipal utility districts) of the Sienna Plantation Joint Development Agreement;
- (c) Article V, Amended Sections 5.02 and 5.03 (providing for construction of a fire station) and amended Section 5.04 (providing for the installation of traffic signals);

## Exhibit "A"

- (d) Article IX, Section 9.05, Subsections 9.06(a) and 9.06(b), and any other provisions of Article IX providing for arbitration;
- (e) Exhibit "G," Schedule of Fees;
- (f) The entire Fifth Amendment to the Sienna Plantation Joint Development Agreement, dated November 5, 2007; and
- (g) The entire Eighth Amendment to the Sienna Plantation Joint Development Agreement dated July 15, 2013.

Section 3.2. Drainage Improvements. The Developer will prepare and submit a Drainage Impact Analysis showing that the proposed development will not have an adverse impact due to development. This impact analysis will be consistent with applicable City of Missouri City and Fort Bend County Drainage District criteria and will be submitted to all entities having jurisdiction for review and approval. Based on the effective Flood Insurance Rate MAP (FIRM), it appears that a small (southern) section of this tract is located within a Special Flood Hazard Area (SFHA). A Letter of Map Revision based on Fill (LOMR-F) or a Letter of Map Amendment (LOMA) is required should the subject tract be located within an SFHA.

Section 3.3. Associations. The Developer will annex the Tract into the Sienna Plantation Residential Association, Inc. (the "Association") or the Sienna Plantation Property Owners Association (the "SPPOA"). The District, Sienna Plantation Levee Improvement District of Fort Bend County, Texas, SPPOA and/or the Association shall maintain all park and recreational facilities.

Section 3.4. Park and Recreational Facilities. The Developer will comply with the City's parkland dedication ordinance as set forth in the City Code.

Section 3.5. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert, a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

## Exhibit "A"

### ARTICLE IV COMPLIANCE WITH CITY REGULATIONS

Section 4.1. Requirements for Development. It is expressly understood and agreed by the City and Developer that, except as provided by Section 3.1 of this Agreement, development of the Tract shall comply with the Sienna Plantation Development Agreement.

Section 4.2. General Plan for Development. Developer intends to develop the Tract as a residential development. The City and Developer agree that the plats submitted to the City for approval regarding the Tract may include any single family designation from R-1 through R-6 of the zoning ordinance of the City Code, or in the Development Guidelines attached as Exhibit E to the Sienna Plantation Development Agreement.

Section 4.3. Future Amendments to the General Plan. The General Plan may be further modified or amended by the Developer as permitted in the Sienna Plantation Development Agreement; provided, however, any Major Modification, as defined in the Sienna Plantation Development Agreement must be reviewed and approved by the City Council. Any Minor Modification, as defined by the Sienna Plantation Development Agreement, may be approved by the City Manager or his designee.

Section 4.4. Public Improvements. The Developer agrees to require home builders to construct adjacent sidewalks as part of either the street paving, home building, or landscaping. For all utilities and public improvements associated with the Tract, the Developer agrees to comply with all City platting requirements, including electronic submittal of all applications, variances, plans and close-out documents.

Section 4.5. Water and Wastewater Services. The Developer agrees to develop all water and wastewater infrastructure in accordance with the General Plan, the Sienna Plantation Development Agreement, and the Master District rules and regulations. The Developer will submit through the District to the City for review and approval, all water and wastewater plans. The District shall develop, own, operate and maintain the internal water and wastewater system, in accordance with the TCEQ, City, and Master District requirements.

Section 4.6. Current City Codes and Ordinances. The current City Codes and Ordinances attached as **Exhibit C** to this Agreement apply to the development of the Tract.

### ARTICLE V DEFAULT AND TERMINATION

Section 5.1. Material Breach of Agreement. It is the intention of the Parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

## Exhibit "A"

- (a) The Parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the Sienna Plantation Development Agreement applicable to the Tract.
- (b) The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the event of failure of the City to comply with a provision of this Agreement or the Sienna Plantation Development Agreement applicable to the Tract. In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article V shall provide the remedies for such default.

### Section 5.2. Notice of Developer's Default.

- (a) The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.
- (b) The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.
- (c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.
- (d) If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably

## Exhibit "A"

satisfactory to the City, then the City shall notify the Developer and may pursue any and all remedies it has at law or equity.

### Section 5.3. Notice of City's Default.

- (a) Developer shall notify the City Manager in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.
- (b) Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 552, Texas Government Code.
- (c) If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.
- (d) If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer shall notify the City and may pursue any and all remedies it has at law or equity.

Section 5.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

Section 5.5. Termination. This Agreement may be terminated by mutual agreement of the City and the Developer.

## Exhibit "A"

### ARTICLE VI MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any Agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

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

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

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction. Any disputes or proceedings arising out of this Agreement shall be subject to the exclusive jurisdiction of the Texas State courts in Fort Bend County, Texas.

Section 6.4. Non-Waiver of Immunity. Notwithstanding any other provision of this Agreement, the City, on behalf of itself, its officers, employees, and agents, does not waive or relinquish any immunity from liability, limitation of liability, or defense provided by the Constitution and the laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

Exhibit "A"

Section 6.5. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.6. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

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

With a copy to the City Attorney

If to the Developer, to:

Sienna 325, L.P.  
Mr. Alvin San Miguel  
5777 Sienna Parkway, Suite 100  
Missouri City, TX 77459

With a copy to:

Angela Lutz  
Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

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

## Exhibit "A"

Section 6.7. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, and, except as otherwise provided in this Agreement, the Sienna Plantation Development Agreement, as amended through the tenth amendment, embodies the entire Agreement between the Parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both Parties.

Section 6.8. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.9. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.10. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Fort Bend County. In addition, any assignments of this Agreement shall be recorded in the deed records of Fort Bend County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.11. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.12. Cooperation. The City and Developer each agree to cooperate with each other as may be reasonable necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

Section 6.13. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

## Exhibit "A"

Section 6.14. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement, except as otherwise provided.

Section 6.15. Conflict. In the event of a conflict between this Agreement and the Sienna Plantation Development Agreement, this Agreement prevails.

(Signature Pages to Follow)



Exhibit "A"

CITY OF MISSOURI CITY, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2020, by Yolanda Ford, Mayor, City of Missouri City, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)



**MINUTES  
PLANNING AND ZONING  
COMMISSION CITY OF MISSOURI  
CITY, TEXAS  
April 8, 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  
Gloria Lucas  
Monica L. Rasmus  
Courtney Johnson Rose  
James G. Norcom III  
Hugh Brightwell  
James R. Bailey

**Commissioners Absent:** None.

**Councilmembers Present:** None

**Staff Present:**

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

**Others Present:** Daniel Valdez; META Planning, Alvin San Miguel; Sienna by Johnson Development Corp., Nellie Connally, Allen Boone Humphries Robinson, LLP

**3. READING OF THE MINUTES**

- A.** Consider approval of the minutes of the March 11, 2020 Planning and Zoning Commission Meeting.

**Motion:** Approval of the March 11, 2020 minutes.

**Made By:** Commissioner Lucas

**Second:** Commissioner Norcom III

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

**NAYES:** None

**ABSTENTIONS:** Commissioner Brightwell

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 – Census 2020; Fair Housing Month

Otis Spriggs reported that the U.S. Census is now open. The Census is not only a population count, it is an opportunity to shape the future of Missouri City. Data received through the census basically decides where \$675 billion dollars set aside for federal funding is to be allocated each year. The funding influences over 100 programs, of which the City's CDBG (Community Development Block Grant) falls under, operates through the State, region and city. The census count process has set aside various ways for participation online, by phone and by mail. Final date to respond is July 31, 2020. Everyone is encouraged not only to participate, but also become ambassadors in terms of encouraging others to respond to the census.

Mr. Spriggs reported that City Council appointed a Complete Count Committee. The committee has been working diligently to promote the positive benefits of the particular count, while ensuring that individual privacy is upheld at all times.

Mr. Spriggs reported April is National Fair Housing Month. During this time, the community and the nation comes together to celebrate the anniversary of the Fair Housing Act of 1968. Fair Housing is not just an important tool of eliminating discrimination, it also helps strengthen families, communities, businesses, and overall economy.

Mr. Spriggs reported that on April 6, 2020, City Council issued a proclamation proclaiming April as National Fair Housing Month. Efforts of the CDBG committee is recognized, which on the committee participating is Commissioner Dr. Monica Rasmus.

Mr. Spriggs reported that a housing study is being conducted. The study will bring about information identifying marketing housing challenges, and is utilized as a tool by decision makers in moving forward to provide for quality houses.

Mr. Spriggs commended the Commission for upholding fair housing. On behalf of the City's Community Development Coordinator, Chalisa Dixon, CDAC (Community Development Advisory Committee), we virtually acknowledge April as National Fair Housing Month.

(2) Engineering

a. City Engineer – Fort Bend County Drainage District termination of impact fee

Jeremy Davis, Assistant City Engineer, reported on March 16, 2020, City Engineer was notified by Fort Bend County Drainage District that they will no longer charge impact fees to middle Oyster Creek, Flat Bank Creek and Stafford Run Watershed. Due to new ATLAS 14 and additional capacity near those channels.

Mr. Davis reported new developments in the area will be limited to the existing drainage capacity; no new capacity will be made.

(3) Legal

a. First Assistant City Attorney – Update on a proposed Outdoor Art Policy

Jamilah Way, First Assistant City Attorney, reported the Tourism Manager; Sade McAllen, Director of Parks and Recreation; Jason Mangum, Planning Division, and Legal Department had been working on different art regulations for the city. Public Art on public property or private property are two different areas. Private property would be regulated through zoning.

Ms. Way reported that a public art ordinance had been drafted, Chapter 17. The draft will be presented to City Council in May. The ordinance creates a process for selecting art that would be in a City of Missouri City public building or public property in parks, right of ways, or bridges. The state of Texas allows the City to raise funds for capital improvements, which is included in the draft ordinance. There is a proposal to create a commission of professional artist and members of the community. Smaller subcommittees of members from the community would be created as well.

**5. PUBLIC COMMENT**

None

**6. PLATS**

**A. CONSENT AGENDA**

- (1) Consider an application for a preliminary plat for Parkway Crossing Phase 1
- (2) Consider an application for a preliminary plat for Parks Edge Section Nine
- (3) Consider an application for a final plat for Sienna Section 32A and 32B
- (4) Consider an application for a final plat for Sienna Section 39A
- (5) Consider an application for a replat for Parkway Plaza Shopping Center

Chair Brown-Marshall inquired if the PD, Planned Development, for Parkway Crossing Phase 1 had been approved by Council.

Otis Spriggs, Director of Development Services, informed that the PD was a pending request before Council; it will have a second reading next month.

Chair Brown-Marshall inquired if the applicant just wanted to move forward in having the preliminary plat approved, pending full approval of the PD.

Mr. Spriggs responded, "Yes."

Chair Brown-Marshall inquired about the 58 lots on the application for Parks Edge Section Nine and 60 lots shown on the plat.

Vice-Chair Haney stated that the plat was probably showing the correct lots of 60, and the application was incorrect.

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

**Made By:** Commissioner Haney

**Second:** Commissioner Lucas

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

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

**7. ZONING MAP AMENDMENTS**

**B. PLANNED DEVELOPMENT DISTRICT AMENDMENT**

- (1) Public hearing to receive comments for or against a request by Clinton F. Wong, Skymark Development, to amend the general site plan and the regulations contained within PD, Planned Development District No. 81 (Ordinance O-19-01) to allow for the location of an assisted living (institution for elderly persons or physically-impaired persons); and to the extent such

zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

- (2) Consider approving a final report on item 7.A.(1).

Jennifer Gomez, Planning Manager, presented the item stating the property is slightly under 40 acres total, at the intersection of Independence Boulevard and FM 1092. Starbucks and Take 5 commercial businesses are located within the PD. Proposed is an assisted independent living complex within the boundaries of the Planned Development District. The independent living use would be considered a multi-family use, currently permitted in the PD.

Ms. Gomez stated the proposed amendment to the PD. No. 81 includes the assisted living use, The site plan as shown does not show the driveway access from the Walgreens site to Independence Blvd. This driveway would be maintained. The proposed assisted living facility would include a three acre tract of land and proposed to be developed as a 3-story building providing 95 assisted living beds as well as 24 units for memory care.

Ms. Gomez stated the independent living use is proposed on an approximate 2.62 acre tract.

Staff's recommendation is to approve the location of the assisted living use within the PD.

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

**Made By:** Commissioner Haney  
**Second:** Commissioner Brightwell

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

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

The motion passed

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

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

**Made By:** Commissioner Haney  
**Second:** Commissioner Norcom III

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

**NAYES:** None

**ABSTENTIONS:** Commissioner Lucas

The motion passed

**8. ZONING TEXT AMENDMENTS**

**A. UTILITY EQUIPMENT**

- (1) Public hearing to receive comments for or against a possible amendment to Subsection 9.6.B.3.e. of the City of Missouri City Zoning Ordinance regarding the outside storage of major recreational or utility equipment.

Jamilah Way, First Assisted City Attorney, presented the item. The proposed amendment to Appendix A. is for correction to Subsection 9.6.B.3.e. On February 3, 2003, the section was adopted referencing Subsection 12.2.I., an error. The flag reference is to Subsection 12.2.J. Legal recommended adoption of the final report and approval of the amendment.

**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 Johnson Rose, Commissioner Norcom III, Commissioner Rasmus, Commissioner Lucas, Commissioner Brightwell

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

The motion passed

- (2) Consideration of the approval of a final report to City Council on item 8A(1) above.

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

**Made By:** Commissioner Haney  
**Second:** Commissioner Brightwell

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

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

The motion passed

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

**A. SIENNA PLANTATION JOINT DEVELOPMENT AGREEMENT**

- (1) Consider adopting a recommendation on the general plan and land use for the development of an approximate 34.16 acre tract of land. The proposed area is located north of Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision. A petition to disannex the proposed area has been made. The proposed area is presently zoned SD suburban district with SUP, Specific Use Permit No. 193 providing for a temporary construction yard.

Jennifer Gomez, Planning Manager, presented the item. The Sienna Plantation Joint Development Agreement has been the City and developer's agreement that has helped facilitate development of the Sienna master plan community. The presented tract of land is at the intersection of Mckeever Road and Sienna Parkway, to the east of intersection. The developer proposed to disannex and repurpose the tract of land for development and marketing opportunities.

The developer proposes single family residential uses consistent with standards in the community.

Ms. Gomez stated the property would have to be annexed into one of the Sienna utility districts to provide utility service for development that would occur.

Any development would be subject to Sienna's overall development agreement, which includes architectural standards and other development regulations consistent with the character seen developed in the Sienna community.

Ms. Gomez stated staff's recommendation to approve for the proposed land use.

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

**Made By:** Commissioner Lucas

**Second:** Commissioner Norcom III

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

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

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

The motion passed

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Egima Edwards  
Planning  
Technician





**PLANNING AND ZONING COMMISSION**  
**FINAL REPORT**

**AGENDA DATE:** May 18, 2020

**AGENDA ITEM SUBJECT:** Sienna Plantation Joint Development Agreement – 34.16 acre tract of land

**AGENDA ITEM NUMBER:** 10.B.

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

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

Sonya Brown Marshall, Chair of the Planning & Zoning Commission

  
Sonya Brown Marshall, Chair

**PROPERTY ID:** 0007-00-000-0801-907 / 0007-00-000-0010-907  
0007-00-000-0801-907 / 0007-00-000-0902-907

**LOCATION:** The proposed area is located north of Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision.

**RECOMMENDED ACTION:**

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

**BACKGROUND INFORMATION:**

Sienna 325, L.P. (“developer”), presently owns the subject 34.16 acre tract of land. The developer has petitioned the city to deannex the property to allow for future development. To facilitate this development, the developer and the city are proposing a joint development agreement to provide certainty for regulatory requirements and to encourage continued high-quality development.

The developer proposes single family use for the property.

Since at least 1997, the property had been used as a temporary construction equipment yard. This yard was used to locate the construction trailers and equipment of home builders building within the Sienna master planned community. As growth in Sienna has moved south, this property is no longer a central location for the staging of such equipment. The construction equipment yard has since been relocated into Sienna South, within the city's ETJ, extraterritorial jurisdiction.

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## **GENERAL SITE INFORMATION:**

**A. Existing Land Use and Zoning Designation:** Temporary construction equipment yard / SUP No. 193; SD, suburban district

**B. Surrounding Land Uses and Zoning Designations:**

North: Briscoe Canal System / SD, suburban district; R-1, single family residential district

South: Fort Bend County Drainage right-of-way / ETJ

East: Briscoe Canal System / R-1, single family residential district

West: Commercial shopping center including Bees Creek market and the Learning Experience / PD, Planned Development District No. 36.

**C. Zoning History:**

12-21-1981:	Subject site annexed by the City of Missouri City and classified SD, suburban district (Ord. No. O-81-29).
04-21-1997:	SUP No. 134 approved to allow for a temporary construction equipment yard on a 2.043 acre tract of land (Ordinance O-97-11)
06-18-2001:	SUP No. 151 approved to allow for a temporary construction equipment yard on a 34.177 acre tract of land (Ordinance O-01-26)
06-15-2015:	SUP 193 approved to allow for the continued location of a temporary construction equipment yard. (Ordinance O-15-35)

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## **ANALYSIS OF SUBJECT SITE:**

**A. Land Use regulations.**

The developer proposes a general plan and land use to include single family use only for the property. Such single family use is proposed to be in accordance with

the City's zoning ordinance for the R-1, R-1-A, R-2, R-3, R-4, R-5, R-6, or other acceptable single family plan.

**Staff recommended:** Forwards a positive recommendation for the development of single family residential use on the property. The disannexation of the property would provide for the property to be annexed and develop as part of the Sienna master planned community. All development standards, including architectural standards, would be consistent with the overall community.

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

Sienna Plantation Joint Development Agreement –  
34.16 acre tract of land

WATERBROOK

Primrose School  
of Sienna

SILVER RIDGE

First Baptist  
Church

Pepperoni's

FBC Drainage System

Market at Bees Creek

Subject Property

SUP 193

The Learning Experience

Westpoint Estates

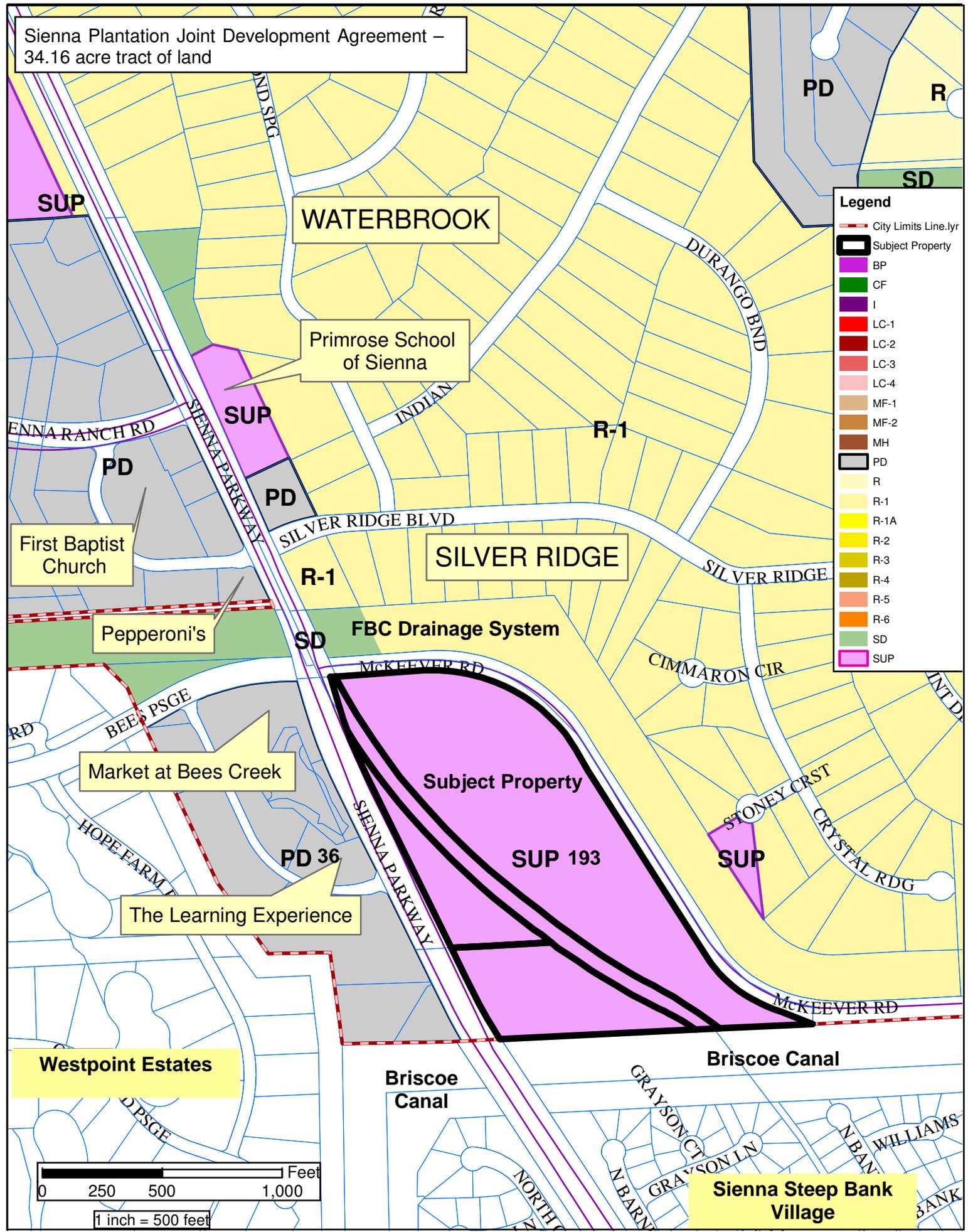
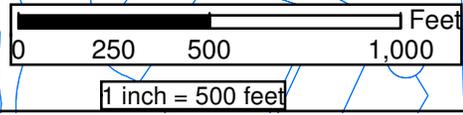
Briscoe  
Canal

Briscoe Canal

Sienna Steep Bank  
Village

**Legend**

- City Limits Line, Iyr
- Subject Property
- BP
- CF
- I
- LC-1
- LC-2
- LC-3
- LC-4
- MF-1
- MF-2
- MH
- PD
- R
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- SD
- SUP





# CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(e) Consider approving the continuing renewal of IT annual software subscription and hardware maintenance for the life of the solution.  
**Submitted by:** Sedrick Cole, IT Director

## SYNOPSIS

Staff is requesting approval for the continual renewal of existing software subscription and hardware maintenance. Annual maintenance contracts help avoid high repair costs and protects us from unexpected damages. Annual maintenance contracts services include regular checkups of infrastructure, servers, and networks and provides spare parts as needed. With a reliable Annual maintenance contracts services are secured and scalable. We can save money, time and completely focus on bringing stability and scalability to our organization.

## STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

## BACKGROUND

The request is to continue to renew and extend the current annual software subscription and hardware maintenance for the life of the solutions. All items are requested and approved for reoccurring annual renewal through the city's budgeting process. IT maintenance is a crucial part of the IT operations to ensure that all IT solutions are protected from unexpected damages and upgrade to the current version of the software to protect and defend the city from any identified software vulnerabilities. The subscription also provides access to licenses for all the hosted solutions so staff can access and complete their day to day activities. All renewals are completed in accordance with the City's purchasing policy and procedure.

## BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
Budget	101-53505-18-170	N/A	\$1,518,974.00	\$ 996,134.97	\$ 996,134.97

\*The renewal request will be for all the items listed on the supporting document for the life of the solution.

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

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

### **SUPPORTING MATERIALS**

1. IT Maintenance Detailed Spreadsheet.

### **STAFF'S RECOMMENDATION**

Staff recommends approval of the annual maintenance for the life of the solution.

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

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

Service Agreements	Company	2020 Projected Costs
Adobe Acrobat (Purchases)	CDW-G	\$25,500.00
ArcGIS for Desktop	ESRI	\$39,500.00
Autodesk AutoCAD LT	DLT Solutions	\$950.00
BlueBeam	BlueBeam Software, Inc.	\$6,900.00
BMI Assettrak Fixed Assest Scanning	BMI Systems Group	\$1,600.00
CarteFLEX GISconnect for ESRI	Cartegraph	\$37,500.00
Cisco Smartnet	Broadleaf	\$195,935.00
Coban AMA DVMS, InCar, AutoDVD and Body Camera	COBAN Technologies	\$29,500.00
ClearRec License AMA	Conway Consulting	\$1,000.00
Crowdstrike	Datavox	\$60,000.00
CryWolf AMA	Central Square	\$6,000.00
Datavox AMA	Datavox	\$39,179.00
KACE	GTS	\$7,500.00
DocuSign	DocuSign	\$9,899.00
Dynasign	Datavox	\$1,500.00
EMC Maintenance Renewal	Dell Financial	\$85,150.00
Emerson (Vertiv) - UPS 1520/3845/3849 AMA	BGA Sales-Vertiv	\$60,750.00
EXAVault - External FTP Site (\$100/month)	not needed	\$1,750.00
Four Winds	Four Winds	\$20,000.00
GTG-Geomax/Vantage Point	GTG	\$5,500.00
HP C7000 Maintenance	Networks 2000	\$14,950.00
Informacast/Singlewire	Broadleaf	\$3,060.00
LogMein Remote Access	LogMeIn	\$650.00
Maplogic		\$500.00
Microsoft Volume License AMA	SHI Government Solutions	\$149,500.00
Mobility XE Premium Software (Netmotion)	Mobile Wireless LLC	\$12,500.00
MSDS Online - MSDS Software Renewal	MSDS Online	\$3,500.00
Municode Online Code Hosting	Municipal Code	\$900.00
NeoGov Online Applications	Governmental Jobs	\$12,500.00
Nice Voice and Vision AMA	Voice Products Services LLC	\$29,500.00
Page Gate Support	NotePage, Inc.	\$750.00
Performance Pro	HR Performance Solutions	\$5,200.00
Phoenix G2 FSA AMA	US Digital Designs	\$22,500.00
PowerDMS - Policy/Standard - (111 licenses)	PowerDMS Document Mar	\$9,750.00
Proofpoint-Email Archives	Broadleaf	\$23,750.00
Questys Support AMA		\$37,750.00
Remote Configuration Management (Rockets)	Utility Associates	\$15,500.00
RescueNet Maintenance (Zoll Fire Rescue)	ZOLL	\$14,500.00
Safran Morpho Trak (No contract-repairs only)		\$6,900.00
ScreenConnect-Remote access and control software	ConnectWise	\$5,400.00
SeeClickFix	SeeClickFix	\$20,000.00
SignCAD/SignCAD Maintenance	SignCAD Systems, Inc.	\$4,500.00
SolarWinds AMA (Includes Dameware FY 2018)	SolarWinds	\$19,750.00
Superion Freedom	Superion	\$3,950.00
Superion OSSI	Superion	\$220,600.00
Tyler-Energov	Tyler Technologies	\$29,500.00
Tyler Incode AMA	Tyler Technologies	\$53,250.00
Tyler-Fleetvision	Tyler Technologies	\$9,760.00
Tyler-Munis (SaaS)AMA	Tyler Technologies	\$72,500.00
Variphy	Broadleaf	\$1,925.70
VMWare AMA	Broadleaf	99,300.00
Webex-Online Meetings Solution	Cisco Online	4,500.00
Westlaw Subscription		9,600.00
Workshare Professional Software		950.00



**Council Agenda Item  
June 1, 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

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Authorize the City Manager to negotiate and enter into an Interlocal agreement for installation and maintenance of (flood) gauge stations between Missouri City and Harris County Flood Control District  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

In February 2019 the City of Missouri City entered into a contract with the Texas General Land Office (GLO) to utilize funds from the 2016 Flood Allocation grant allocation in the amount of \$300,545.84 awarded to Missouri City towards the "flood warning system" project. The City Council authorized a resolution (R\_19-20) to authorize the City Manager to negotiate and execute the contract on behalf of the City with the GLO. The executed GLO contract and copy of City Council resolution is attached here for reference.

The purpose of this grant is to provide for installation of nine (9) flood warning alert gauges at strategic locations cross the City to relay real-time rainfall, stage and other flood related data. Further, this data will be made available to emergency responders, City staff and our residents on the Harris County Flood Warning System web page through the proposed interlocal agreement with HCFCD. The locations of the proposed flood gauge network is shown in the attached exhibit.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

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

### BACKGROUND

As a part of the City's continued efforts to improve emergency preparedness for responding to potential flooding conditions throughout the City, the installation of a flood gauge network at strategic locations is imperative in collecting data to aid in emergency response and preparedness (by updating the City's Hydrologic and Hydraulic models). The current GLO funding can only be used within the Low to Moderate Income (LMI) areas of the City. The City intends to expand this gauge network in the near future as funding allows to incorporate other strategic areas within the City and ETJ.

Currently, HCFCD has a very robust network of flood gauges across Harris County and other adjacent jurisdictions as well. Various other jurisdictions (such as Sugar Land, TxDOT, Etc.) have partnered with HCFCD to expand the HCFCD flood gauge network to serve their jurisdictions. This provides a cost-effective and efficient way to display flood warning data to residents as well as first responders in this region on a common single platform (HCFCD web site). With this objective, the City's engineering staff first approached HCFCD to partner on this project in 2018. Recently, the HCFCD Commissioners Court authorized their staff to enter into an interlocal agreement with Missouri City for the subject project.

Harris County Flood Control District (HCFCD) has agreed to install these flood gauges, perform routine and preventative maintenance and host the data on their web site based on the proposed (attached) interlocal

agreement between Missouri City and HCFCD. Under the terms of the agreement with HCFCD, the cost for installation services is \$3,050 per site (total \$27,450). In addition, HCFCD will charge a maintenance fee of \$700 per site per year (Total \$6,300 per year). The cost associated with procuring the material (gauge components) will solely be on the City.

Staff believes that HCFCD is capable of performing these installations and set-up due to their experience throughout Harris County and other jurisdictions in installing, maintaining and having oversight over these flood gauge network. The next step to utilizing the flood allocation funds is to enter into an interlocal agreement with HCFCD, which then allows the City to begin procuring equipment required for the installation of this flood alert system. This installation is anticipated to be completed by December, 2020 and the system should be operational by spring 2021. The GLO funding allocation is based on a reimbursement basis. This implies that the City will have to incur the expenses upfront, which will then be reimbursed by the GLO. Advance funding for this project is available in the City's Drainage Capital Improvement Program (CIP).

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	410-58700-40-406-10900	10900 / General Drainage	\$2,040,034	\$2,034,174	\$300,546

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

**Financial/Budget Review:** Allena Portis, Director of Financial Services

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

**SUPPORTING MATERIALS**

1. GLO Contract
2. Resolution R-19-20
3. Exhibit of Proposed Gauge Locations
4. Proposed Interlocal Agreement with HCFCD
5. Sample data from the proposed Flood Alert System

**STAFF'S RECOMMENDATION**

Staff recommends to City Council to authorize the City Manager to negotiate and enter into an interlocal agreement for installation and maintenance of (flood) gauge stations between Missouri City and Harris County Flood Control District.

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

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



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

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

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

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

**(a) Scope of Project**

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

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

**(b) Subaward**

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

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

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

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

**1.02 CONTRACT DOCUMENTS**

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

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

**1.03 GUIDANCE DOCUMENTS**

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

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

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

#### 1.04 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

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

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

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

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

“Program” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

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

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

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

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

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

“U.S.C.” means the United States Code.

## **1.05 INTERPRETIVE PROVISIONS**

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

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

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

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

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

**2.01 REIMBURSEMENT REQUESTS**

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

**2.02 TIMELY EXPENDITURES**

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

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

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

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

**2.03 BUDGET VARIANCE**

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

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

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

#### **2.04 PROGRAM INCOME**

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

#### **2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION**

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

### **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

#### **3.01 DURATION OF CONTRACT AND EXTENSION OF TERM**

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

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

### **3.02 EARLY TERMINATION**

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

### **3.03 EVENTS OF DEFAULT**

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

### **3.04 REMEDIES; NO WAIVER**

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

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

## **ARTICLE IV - CONTRACT ADMINISTRATION**

### **4.01 SUBMISSIONS – GENERALLY**

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

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

**(a) Forms**

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

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

**4.02 MONTHLY ACTIVITY STATUS REPORTS**

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

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

**5.01 FEDERAL FUNDING**

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

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

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

<https://www.sam.gov>

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

## **5.02 STATE FUNDING**

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

## **5.03 RECAPTURE OF FUNDS**

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

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

#### **5.04 OVERPAYMENT AND DISALLOWED COSTS**

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

#### **5.05 FINAL BENCHMARK**

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

### **ARTICLE VI - INTELLECTUAL PROPERTY**

#### **6.01 OWNERSHIP AND USE**

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

## **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

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

## **6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED**

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

## **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

### **7.01 BOOKS AND RECORDS**

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

### **7.02 INSPECTION AND AUDIT**

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

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

### 7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

#### (a) **Subrecipient Self-Audit**

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

#### (b) **Targeted Audits & Monitoring Visits**

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

#### **7.04 PERIOD OF RETENTION**

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

### **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

#### **8.01 LEGAL OBLIGATIONS**

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

#### **8.02 INDEMNITY**

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

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

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

### **8.03 INSURANCE AND BOND REQUIREMENTS**

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

### **8.04 ASSIGNMENT AND SUBCONTRACTS**

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

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

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

#### **8.05 PROCUREMENT**

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

Texas Comptroller's Vendor Performance Program at:

[https://comptroller.texas.gov/purchasing/;](https://comptroller.texas.gov/purchasing/)

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

[https://www.sam.gov/.](https://www.sam.gov/)

#### **8.06 PURCHASES AND EQUIPMENT**

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

#### **8.07 COMMUNICATION WITH THIRD PARTIES**

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

#### **8.08 RELATIONSHIP OF THE PARTIES**

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

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

#### **8.09 COMPLIANCE WITH OTHER LAWS**

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

#### **8.10 NOTICES**

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

**GLO**

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

**Subrecipient**

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

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

#### **8.11 GOVERNING LAW AND VENUE**

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

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

#### **8.12 SEVERABILITY**

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

#### **8.13 DISPUTE RESOLUTION**

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

#### **8.14 PUBLIC RECORDS**

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

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

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

### **8.15 AMENDMENTS TO THE CONTRACT**

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

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

### **8.16 ENTIRE CONTRACT AND MODIFICATIONS**

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

### **8.17 PROPER AUTHORITY**

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

### **8.18 COUNTERPARTS**

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

### **8.19 SURVIVAL**

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

## **8.20 CONTRACT CLOSEOUT**

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

## **8.21 INDIRECT COST RATES**

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

## **8.22 CONFLICT OF INTEREST**

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

## **8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

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

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

#### **8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

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

#### **8.25 SIGNAGE REQUIREMENTS**

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

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

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

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

## **8.26 PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

## **8.27 STATEMENTS OR ENTRIES**

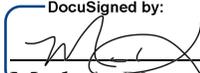
Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document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

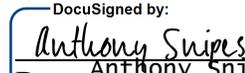
**SIGNATURE PAGE FOLLOWS**

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

**GENERAL LAND OFFICE**

**CITY OF MISSOURI CITY**

DocuSigned by:  
  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

DocuSigned by:  
  
By Anthony Snipes  
Title: City Manager

Date of execution: 2/27/2019

Date of execution: 2/26/2019

OGC   
DD   
SDD   
DGC   
GC 

**ATTACHED TO THIS CONTRACT:**

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

**ATTACHMENTS FOLLOW**

**CITY OF MISSOURI CITY**  
**19-076-016-B365**

**PERFORMANCE STATEMENT**

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

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

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

Flood and Drainage Facilities

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

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

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

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

### BUDGET

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

### MILESTONES

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

**ASSURANCES - CONSTRUCTION PROGRAMS**

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

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

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

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

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

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

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

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

THIS FORM MUST BE EXECUTED

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

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

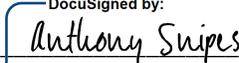
The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Missouri City	19-076-016-B365

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  
Anthony Snipes

SIGNATURE <small>DocuSigned by:</small> 	DATE 2/26/2019
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### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
4040-0013

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

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

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

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

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

### **General Affirmations**

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

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

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

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

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

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

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

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

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

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

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

## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

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

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

### GENERALLY

The Acts and Regulations specified in this Contract;

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

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

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

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

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

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

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

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

Disaster Recovery Implementation Manual; and

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

### CIVIL RIGHTS

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

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

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

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

specified in 24 C.F.R. 107.60;

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

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

### **LABOR STANDARDS**

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

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

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

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, particularly Sections 2 and 5.

**COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

**SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. Part 149).

**ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

**WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended,

particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)); and

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*), particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture—7 C.F.R. Part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

#### **ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

#### **SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

#### **OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

#### **ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

#### **FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

## SPECIAL CONDITIONS

If applicable to the Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Activities anticipated

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Activity under this Contract:

### A. REIMBURSEMENT, GENERALLY

As provided for in Public Laws 114-223, 114-254, and 115-31, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

### B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
  - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
    - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
    - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
  - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
  - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

- i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
  - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

#### **C. PROJECT MAPPING/DESIGN INFORMATION**

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

#### **D. WATER SYSTEM IMPROVEMENTS**

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

#### **E. SEWER SYSTEM IMPROVEMENTS**

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

**F. WASTEWATER TREATMENT CONSTRUCTION**

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

**G. SEPTIC SYSTEM IMPROVEMENTS**

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

**H. BUILDING CONSTRUCTION**

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

**I. BRIDGE CONSTRUCTION/REHABILITATION**

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

**J. DISASTER SHELTERS**

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as

prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

#### **K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

#### **L. USE OF BONDS**

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

#### **M. NON-RENTAL HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES**

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

#### **N. HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:**

The housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory Note at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Note will be forgiven at a rate of 33 percent per year, for the first two years, and 34 percent after the third year, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

- (1) If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are

breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year Note term, the repayment provisions of the promissory note and DOT shall be enforced.

- (2) If, during the three-year Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the three-year note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the three-year Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

#### **O. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

The rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

#### **P. COASTAL MANAGEMENT**

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.





# SUPPORTING DOCUMENTS



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# Open Market Requisition X0017075

Status: 1RRP - Ready for Purchasing

- General
- Items
- Vendors
- Address
- Accounting
- Routing
- Attachments(4)
- Notes(2)
- Reminders
- Summary

### System Warning(s)

- Cloned requisition is [X0017079](#)
- Cloned requisition is [X0017078](#)
- Cloned requisition is [X0017076](#)

### Vendor Validation Warnings

- No recommended vendor.
- Item # 1: No vendor, and there is no recommended vendor at header level.

## Header Information

<b>Requisition Number:</b> X0017075	<b>Short Description:</b> 2016 Flood Infrastructure Most Impacted Missouri City 19-076-016-B365	<b>Status:</b> 1RRP - Ready for Purchasing
<b>Organization:</b> Texas General Land Office and Veterans Land Board	<b>Location:</b> 26102 - INFRASTRUCTURE	<b>Required By Date:</b>
<b>Department:</b> 26000 - Community Development and Revitalization	<b>Requisition Type:</b> Open Market	<b>Type Code:</b>
<b>Entered Date:</b> 10/15/2018	<b>Purchaser:</b> Vonda White	<b>Fiscal Year:</b> 2019
<b>Requestor:</b> Jennifer Rodgers	<b>Contact Phone:</b> (512)463-5060	<b>Alternate ID:</b> 19-076-016-B365
<b>Contact:</b> Jennifer Rodgers	<b>Print Format:</b> Requisition print form	
<b>Estimated Cost:</b> \$300,545.84		
<b>Solicitation Enabled:</b> No		
<b>Invoice Method:</b> Three Way Match		
<b>P-Card Desired:</b> No		
<b>Ship-to Address:</b> Texas General Land Office and Veterans Land Board Stephen F Austin Building 1700 North Congress Ave Room B-30 Contact Name: Chris Symons Austin, TX 78701-1495 USA Email: chris.symons@glo.texas.gov Phone: (512)463-8264	<b>Bill-to Address:</b> Texas General Land Office Commuity Development and Revitalization Contact Name: Bonnie Kuhles PO Box 12873 Austin, TX 78711-2873 USA Email: DR.Billing@glo.texas.gov Phone: (512)475-5095	
<b>Notes:</b> VENDOR - City of Missouri City DUNS - 083582882 EIN - 74-6029035 17460290350 Anthony J Snipes anthony.snipes@missouricitytx.gov 281-406-8500 1522 Texas Parkway Missouri City, TX 77489 Shashi Kumar 281-402-8570		



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Advanced



## Attachments

**Agency Files:** [Missouri City DUNS.pdf](#)  
[Missouri City - Form 424.pdf](#)  
[FINAL\\_2016 MI Missouri City Attach A.DOCX](#)  
[Fort Bend 2016 MOD budget-5.pdf](#)

**Agency Forms:**

**Vendor Files:**

**Vendor Forms:**

## Item Information ⊕

### Approval Paths

#### Approval Path - DIR26102 - ( INFRASTRUCTURE Director Approval )

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	1	Chelsea Buchholtz		1	12/04/2018 01:13 PM	12/07/2018 11:29 AM	Approved (Chelsea Buchholtz)	

#### Approval Path - DEP26000 - ( Community Development and Revitalization Deputy Approval )

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	2	Pete Phillips	Heather Lagrone	1	12/07/2018 11:29 AM	12/07/2018 04:16 PM	Approved (Adrienne Green)	Approved per Pete Phillips

#### Approval Path - CDR26000 - ( CDR Finance Approval )

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	3	Jeffrey Jandt	Bonnie Kuhles	1	12/07/2018 04:16 PM	12/10/2018 01:46 PM	Approved (Jeffrey Jandt)	



Catalog



Advanced



Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	4	Kevin Wallace	Susan Dow Paul Botello Adel Barrientos Amy Minor Jason Storey	1	12/10/2018 01:46 PM	12/10/2018 02:38 PM	Approved (Amy Minor)	Account code combo present in MIP
	5	Norma Flores	Angie Williams	2	12/10/2018 02:38 PM	12/10/2018 02:54 PM	Approved (Angie Williams)	

**Approval Path - CHIEF - ( CHIEF Clerk Approval )**

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	6	David Repp		1	12/10/2018 02:54 PM	12/10/2018 06:40 PM	Approved (David Repp)	
	7	Mark Havens		2	12/10/2018 06:40 PM	12/10/2018 07:10 PM	Approved (Mark Havens)	

**Approval Path - PROCURE - ( Procurement Approval )**

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Comments
	8	Suzanne Loy		1	12/10/2018 07:10 PM	12/11/2018 11:35 AM	Approved (Suzanne Loy)	

Cancel Requisition

Clone Requisition

Print

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## County: FORT BEND

### Non-Housing

<i>Required</i>	<b>Total</b>	<b>\$7,660,204.65</b>	
	<i>Required</i>	<i>Required</i>	<i>Required</i>
<b>City, County or Public Housing Authority</b>	Total Allocation	Percentage of Total Regional Allocation	70% Low-to-Moderate Income Benefit Requirement
<b>Fort Bend County</b>	\$1,932,545.46	25.23%	\$1,352,781.82
<b>Arcola</b>	\$643,405.04	8.40%	\$450,383.53
<b>Fulshear</b>	\$415,865.54	5.43%	\$291,105.88
<b>Katy</b>	\$407,850.11	5.32%	\$285,495.07
<b>Kendleton</b>	\$702,296.25	9.17%	\$491,607.38
<b>Missouri City</b>	\$300,545.84	3.92%	\$210,382.09
<b>Richmond</b>	\$764,730.90	9.98%	\$535,311.63
<b>Rosenberg</b>	\$712,525.78	9.30%	\$498,768.05
<b>Simonton</b>	\$710,799.50	9.28%	\$497,559.65
<b>Stafford</b>	\$416,688.02	5.44%	\$291,681.61
<b>Sugar Land</b>	\$255,207.24	3.33%	\$178,645.07
<b>Thompsons</b>	\$397,744.97	5.19%	\$278,421.48
	<b>\$7,660,204.65</b>	100.00%	<b>\$5,362,143.26</b>
	<b>Low-to-Moderate Income Benefit Requirement</b>	70%	<b>\$5,362,143</b>

### Housing

<i>Required</i>	<b>Total</b>	<b>\$9,362,472.35</b>	
	<i>Required</i>	<i>Required</i>	<i>Required</i>
<b>City, County or Public Housing Authority</b>	Total Allocation	Percentage of Total Regional Allocation	70% Low-to-Moderate Income Benefit Requirement
<b>Fort Bend County</b>	\$9,362,472.35	100.00%	\$6,553,730.65
	<b>\$9,362,472.35</b>	100.00%	<b>\$6,553,730.65</b>
	<b>Low-to-Moderate Income Benefit Requirement</b>	70%	<b>\$6,553,731</b>



**COMMUNITY DEVELOPMENT &  
REVITALIZATION**

**2016 Infrastructure Project Application**  
(DR-4266, DR-4269 and DR-4272)

Texas General Land Office  
P.O. Box 12873, Austin, Texas 78711-2873  
866-206-1084 or 512-475-5000  
cdr@glo.texas.gov

**City of Missouri City**

APPLICANT NAME

**Fort Bend**

COUNTY

**H-GAC**

REGION

APPLICATION FOR CDBG-DR ASSISTANCE

OMB Approval No.0348-004J

<b>1. TYPE OF SUBMISSION</b> Application:                      Pre-application: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction <input type="checkbox"/> Non-Construction		<b>2. DATE SUBMITTED:</b> 02/16/2018	APPLICANT IDENTIFIER:  STATE APPLICATION IDENTIFIER:  FEDERAL IDENTIFIER:	
<b>5. APPLICANT INFORMATION:</b>  <b>Legal Name:</b> City of Missouri City		<b>Organizational Unit:</b> Local Government		
<b>Address (City, County, State, and Zip Code) of applicant:</b>  1522 Texas Parkway Missouri City, TX 77489		<b>Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and email address of application preparer:</b> Shashi K. Kumar, P.E. Director of Public Works/City Engineer Missouri City 1522 Texas Parkway Missouri City, Texas 77489 Phone: (281) 403-8570 E-mail: shashi.kumar@missouricitytx.gov		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 74-6029035		<b>6a. DUNS NUMBER:</b> 083582882		
<b>7. TYPE OF APPLICANT:</b> <input checked="" type="checkbox"/> A. Municipal <input type="checkbox"/> B. County <input type="checkbox"/> C. Independent School District		<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>9. NAME OF FEDERAL/STATE AGENCY:</b> Texas General Land Office		<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> 14.228		
<b>11. PROJECT TYPE:</b> 5 Flood and Drainage Facilities		<b>11a. TYPE OF APPLICATION:</b> Community Development Block Grant - Disaster Recovery (CDBG-DR)		
<b>12. TARGET AREA(S) AFFECTED BY THE PROJECT:</b>  Census Tracts 6705.00 BG 1 and 2, 6706.01 BG 2,3, and 4, 6711.00 BG 2 and 3, 6712.00 BG 1 and 2, 6718.00 BG 1.		<b>13. APPLICANT'S FISCAL YEAR:</b>  Beginning Date:    07/01/2017                      Ending Date:    06/30/2017		
<b>14. CONGRESSIONAL DISTRICTS:</b>		Representative: <u>26, 27, 28</u> Senate: <u>13, 17</u> Congress: <u>9, 22</u>		
<b>15. ESTIMATED FUNDING:</b> A. CDBG-DR REQUEST:                      \$300,545.84 B. FEDERAL:                      _____ C. STATE:                      _____ D. APPLICANT:                      _____ E. LOCAL:                      _____ F. OTHER:                      _____ G. TOTAL:                      \$300,545.84		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b> <input type="checkbox"/> Yes the pre-application/application was made available to the State Executive Order 12372 process for review on: Date: _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Program is not covered by E.O. 12372                      -OR- <input type="checkbox"/> Program has not been selected by the State for review		
<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes. If "Yes," attach an explanation. <input checked="" type="checkbox"/> No				
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE CDBG-DR PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.</b>				
<b>Typed Name of the Applicant's Authorized Representative:</b> Anthony J. Snipes		<b>Title</b> City Manager	<b>Telephone Number</b> +1 (281) 403-8500	<b>Email Address</b> anthony.snipes@missouricitytx.gov
<b>Signature of the Applicant's Authorized Representative:</b> 			<b>Date</b> 10/29/2018	

Previous Editions Not Usable

STANDARD FORM 424 (REV-4-88)

## Certificate Of Completion

Envelope Id: D35645FA715647DF948CA20097118846	Status: Completed
Subject: \$300K Contract: 19-076-016-B365 City of Missouri City (Texas GLO)	
Source Envelope:	
Document Pages: 56	Signatures: 4
Certificate Pages: 5	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	LaTanya Logan
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	latanya.logan@glo.texas.gov
	IP Address: 204.65.210.167

## Record Tracking

Status: Original	Holder: LaTanya Logan	Location: DocuSign
1/14/2019 10:57:10 AM	latanya.logan@glo.texas.gov	

## Signer Events

Signer Events	Signature	Timestamp
Ginger Mills Ginger.Mills@glo.texas.gov Attorney Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.62	Sent: 1/14/2019 12:08:53 PM Resent: 1/15/2019 8:45:49 AM Viewed: 1/15/2019 9:27:25 AM Signed: 1/28/2019 11:43:48 AM

**Electronic Record and Signature Disclosure:**  
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Heather Lagrone heather.lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.221.135 Signed using mobile	Sent: 1/28/2019 11:43:54 AM Viewed: 1/28/2019 1:46:35 PM Signed: 1/28/2019 1:46:56 PM
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Heather Lagrone Heather.Lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24 Signed using mobile	Sent: 1/28/2019 1:46:59 PM Viewed: 1/28/2019 7:53:16 PM Signed: 1/28/2019 7:53:33 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.47	Sent: 1/28/2019 7:53:36 PM Viewed: 1/29/2019 9:04:57 AM Signed: 1/29/2019 9:08:17 AM
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**Electronic Record and Signature Disclosure:**  
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Signer Events	Signature	Timestamp
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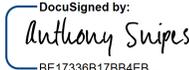
Jeff Gordon  
 jeff.gordon@glo.texas.gov  
 General Counsel  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 204.65.210.61

Sent: 1/29/2019 9:08:21 AM  
 Viewed: 1/29/2019 9:10:33 AM  
 Signed: 1/29/2019 9:10:39 AM

**Electronic Record and Signature Disclosure:**  
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Anthony Snipes  
 anthony.snipes@missouricitytx.gov  
 City Manager  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.104.75.102

Sent: 1/29/2019 9:10:42 AM  
 Viewed: 2/26/2019 12:36:22 PM  
 Signed: 2/26/2019 12:37:29 PM

**Electronic Record and Signature Disclosure:**  
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Mark A. Havens  
 Mark.Havens@GLO.TEXAS.GOV  
 Chief Clerk and Deputy Land Commissioner  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Drawn on Device  
 Using IP Address: 162.193.135.244  
 Signed using mobile

Sent: 2/26/2019 12:37:33 PM  
 Viewed: 2/27/2019 7:51:01 PM  
 Signed: 2/27/2019 7:51:07 PM

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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BSO Team  
 bsorequests@recovery.texas.gov  
 Texas General Land Office  
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<p>Kelly McBride  kelly.mcbride@glo.texas.gov  Director of Contract Management  Texas General Land Office  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM  Viewed: 1/14/2019 2:13:30 PM</p>
<p>Mark Lawley  Mark.Lawley@glo.texas.gov  Texas General Land Office  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM</p>
<p>LaTanya Logan  latanya.logan@glo.texas.gov  Contract Specialist  Texas General Land Office  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM</p>
<p>Vonda White  vonda.white@glo.texas.gov  Disaster Recovery Procurement Manager  Texas General Land Office  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/14/2019 12:08:51 PM  Viewed: 1/14/2019 12:10:54 PM</p>
<p>Ann Linthicum  ann.linthicum@glo.texas.gov  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:51 AM</p>
<p>Matthew Anderson  matthew.anderson.glo@recovery.texas.gov  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM</p>
<p>Accounting Team  DR.SystemAccess@glo.texas.gov  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM  Viewed: 1/28/2019 3:21:08 PM</p>
<p>Cynthia Hudson  cynthia.hudson.glo@recovery.texas.gov  Infrastructure Manager  Texas General Land Office  Security Level: Email, Account Authentication  (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/28/2019 11:43:52 AM  Viewed: 1/28/2019 11:49:14 AM</p>

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<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/28/2019 1:46:59 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/29/2019 9:08:21 AM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Shashi Kumar shashi.kumar@missouricitytx.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 1/29/2019 9:10:42 AM Viewed: 1/30/2019 3:34:49 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Gregory Rankin gregory.rankin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:11 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:11 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Angie Williams Angie.Williams@glo.texas.gov Interim Director, Budget and Planning Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:13 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:15 PM
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 2/27/2019 7:51:16 PM

Carbon Copy Events	Status	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Veronica Strong  
 veronica.strong@glo.texas.gov  
 Disaster Recovery Procurement  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 2/27/2019 7:51:16 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Commissioner George P. Bush  
 GeorgeP@glo.texas.gov  
 Commissioner, General Land Office  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 2/27/2019 7:51:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/27/2019 7:51:18 PM
Certified Delivered	Security Checked	2/27/2019 7:51:18 PM
Signing Complete	Security Checked	2/27/2019 7:51:18 PM
Completed	Security Checked	2/27/2019 7:51:18 PM

Payment Events	Status	Timestamps
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**RESOLUTION NO. R-19-20**

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

\* \* \* \* \*

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

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

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

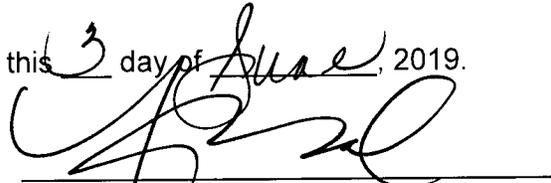
WHEREAS, the City acknowledges that in the event that an authorized signatory of the City changes, the City Council of the City of Missouri City must provide the GLO with a resolution stating the new authorized signatory, and a revised CDBG-DR Depository/Authorized Signatories Designation Form; now,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

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

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

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

PASSED, APPROVED and ADOPTED this 13 day of June, 2019.



---

Yolanda Ford, Mayor

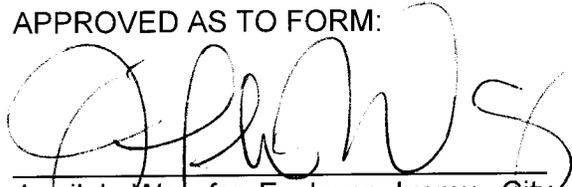
ATTEST:



---

Maria Jackson, City Secretary  
*Deputy*

APPROVED AS TO FORM:



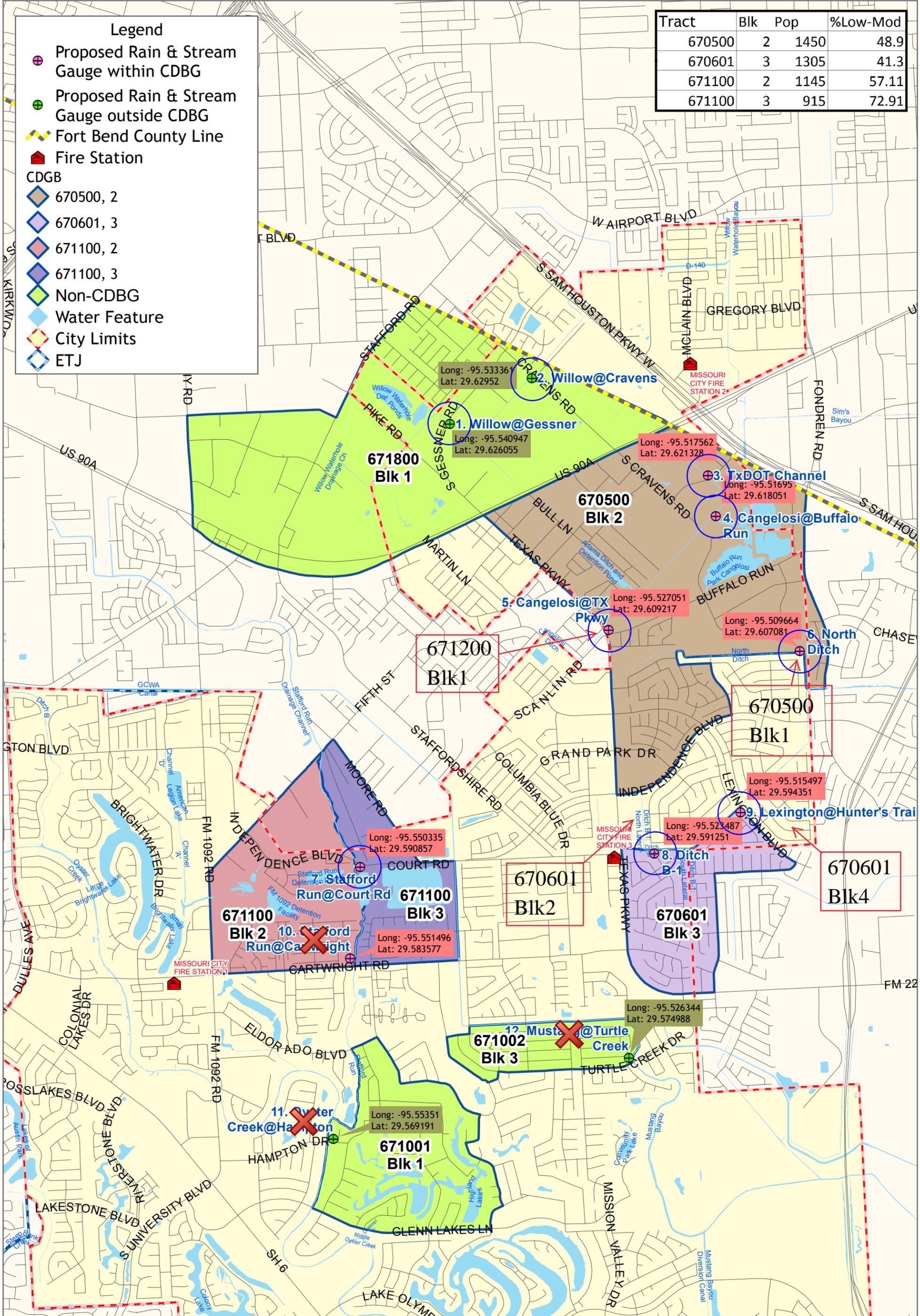
---

Jamilah Way for E. Joyce Iyamu, City Attorney

Tract	Blk	Pop	%Low-Mod
670500	2	1450	48.9
670601	3	1305	41.3
671100	2	1145	57.11
671100	3	915	72.91

**Legend**

- Proposed Rain & Stream Gauge within CDBG
- Proposed Rain & Stream Gauge outside CDBG
- Fort Bend County Line
- Fire Station
- CDGB**
- 670500, 2
- 670601, 3
- 671100, 2
- 671100, 3
- Non-CDBG
- Water Feature
- City Limits
- ETJ



Map By:  
GIS Division  
September 24, 2018

**Proposed Flood  
Alert Gauging System  
Benefiting CDBG Areas  
(Updated)**



0 800 1,600 3,200 4,800 6,400  
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 county and its vendors assume no legal responsibility for the information on this map.

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE  
OF GAGE STATIONS  
BETWEEN MISSOURI CITY AND  
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement ("Agreement") is made and entered into between **Missouri City, Texas**, a municipal corporation located primarily in Fort Bend County, Texas ("City"), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas ("District").

**RECITALS:**

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

**WHEREAS**, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

**WHEREAS**, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

**WHEREAS**, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

**WHEREAS**, the City desires that the District install nine (9) gage stations and maintain a total of nine (9) gage stations that will be owned by the City that measure rainfall amounts and water levels in channels; and

**WHEREAS**, the nine (9) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

**WHEREAS**, the City may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District; and

**WHEREAS**, the District has determined that maintaining the City owned gage stations would increase the efficiency and effectiveness of a District purpose, and benefit the citizens of Harris County and within the jurisdiction of the City.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the City and the District hereby agree as follows:

**I. Gage Stations**

During the term of this Agreement, the parties may, but shall not be obligated to, by an exchange of letters between the City and the District, agree to the installation and maintenance of additional gage stations, subject to the encumbrance and payment of additional funds.

## II. District Responsibilities

The District will:

- A. Conduct an initial inspection and assessment of each installation site within sixty (60) days of the Effective Date of this Agreement, and provide the City a brief report of the condition of each new gage location.
- B. Install nine (9) new gage stations at locations as jointly agreed to by the parties. The District may install additional gage stations upon request by the City during the term of this Agreement for additional consideration, as agreed to by the parties and as provided herein.
- C. Provide preventative maintenance labor to the nine (9) gage stations on a bi-annual schedule (such maintenance to occur approximately six months apart). Preventative maintenance on transmitters, rain gage tipping buckets, water level devices, and solar panels will be to the District standards. Additionally, recommendations will be provided for future site and system wide upgrades.
- D. Add the sites to their publically available Flood Warning System (FWS) website once the gage stations are operational. Data provided by these gages will remain on the FWS website until such time this Agreement is terminated.
- E. Provide the City with a written summary report of the work performed within two (2) work weeks of completing a maintenance cycle, including items such as problems noted and fixed equipment settings, and calibrations from the preventative maintenance performed.
- F. Review City gage station data to verify timely and accurate data flow and determine any potential sensor concerns.
- G. Troubleshoot and provide repair as needed between preventative maintenance upon validation of equipment failure or other problem at the gage stations as weather and site conditions safely permit. The District has forty-eight (48) hours to acknowledge the problem or equipment failure and determine how to correct it. The District will alert the City of the problem, the anticipated course of action for correction, and when the gage station is successfully repaired.
- H. Maintain an accurate survey of gage station site elevations using determined benchmark elevations.
- I. Perform these same services for each additional gage station installed by the District at the City's request, if any.
- J. Not incur any financial commitment under this Agreement.

### III. City Responsibilities

The City will:

- A. Maintain an inventory of replacement parts for the gage stations at the City and be prepared to provide the District access to the inventory within a forty-eight (48) hour notice. The City will provide an inventory status report of the replacement parts to the District quarterly. Should the District require a part that is not within the City inventory to repair a gage station, the City will purchase the required part and provide to the District for installation, within fourteen (14) days of notice by the District of the needed part.
- B. Pay the District Twenty-Seven Thousand Four Hundred Fifty and No/100 Dollars (\$27,450.00) within thirty (30) days of the Effective Date of this Agreement as consideration for the District's effort to install nine (9) gage stations.
- C. Pay the District an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each City gage station that will be maintained by the District that year at a cost of Seven Hundred and No/100 Dollars (\$700.00) per gage station, totaling Six Thousand Three Hundred and No/100 Dollars (\$6,300.00) on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of the District to reflect increased expenses.
- D. Pay additional installation fees and maintenance fees as agreed upon by the parties within two (2) weeks of each newly requested gage station being installed to cover all the District expenses not covered by the prepaid annual maintenance fee.
- E. The City will remit all payments to:
  - Harris County Flood Control District
  - 9900 Northwest Freeway
  - Houston, Texas 77092
  - Attn: Financial Manager
- G. Retain full ownership of the gage stations and provide any necessary replacement parts for lost, damaged, or destroyed gages.
- H. Provide the District access to perform required work and maintenance.
- I. Keep gage sites mowed, free of debris to support proper gage function, and accessible for the District.

### IV. Term of Agreement

This Agreement shall be for a period of one year beginning on the Effective Date. Thereafter, this Agreement shall automatically renew annually for a period of ten years unless terminated as provided herein.

This Agreement may be terminated by either party, without cause, by sending thirty (30) days' advance written notice to the other party. Within sixty (60) days of termination by either party, the District shall return the City funds provided under this Agreement, if any, less costs incurred by the District for services performed prior to the effective date of such termination.

V. Notice

Any notice required to be given by one party to another must be given in writing addressed to the party by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. Any address for notice may be changed by written notice as provided herein. Notice shall be given to the parties at the following addresses:

For the City:                   City of Missouri City  
                                       1522 Texas Parkway  
                                       Missouri City, Texas 77489  
                                       Attn: Shashi Kumar, P.E., Public Works Director

With a copy to:               City of Missouri City  
                                       Attn: County Judge  
                                       1522 Texas Parkway  
                                       Missouri City, Texas 77489

For the District:             Harris County Flood Control District  
                                       9900 Northwest Freeway  
                                       Houston, Texas 77092  
                                       Attn: Jeff Lindner, Director Hydrologic Operations Division

With a copy to:               Harris County Flood Control District  
                                       9900 Northwest Freeway  
                                       Houston, Texas 77092  
                                       Attn: Executive Director

VI. Miscellaneous

- A. It is expressly understood and agreed by the parties to this Agreement that no party shall be held liable for the actions of another party to this Agreement while in any manner furnishing services hereunder. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party.
- B. In the event the District fails or refuses to perform any of its obligations herein, City's sole remedy shall be to terminate this Agreement.
- C. Each party to this Agreement shall be solely responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs, arising from that party's negligence in the performance of this Agreement in accordance with applicable law.
- D. This Agreement shall be construed under and in accord with the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Harris County.
- E. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

F. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

G. This Agreement may be amended only by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the last date written below (Effective Date).

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL DISTRICT

VINCE RYAN  
Harris County Attorney

By \_\_\_\_\_  
MITZI TURNER  
Assistant County Attorney

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date: \_\_\_\_\_

CITY OF MISSOURI CITY, TEXAS

By: \_\_\_\_\_  
Yolanda Ford  
Mayor

By \_\_\_\_\_  
Maria Jackson  
City Secretary

Date: \_\_\_\_\_



**WHEREAS**, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

**WHEREAS**, the City desires that the District install nine (9) gage stations and maintain a total of nine (9) gage stations that will be owned by the City that measure rainfall amounts and water levels in channels; and

**WHEREAS**, the nine (9) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

**WHEREAS**, the City may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District; and

**WHEREAS**, the District has determined that maintaining the City owned gage stations would increase the efficiency and effectiveness of a District purpose, and benefit the citizens of Harris County and within the jurisdiction of the City.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and the City of Missouri City, Texas, for the installation of nine (9) gage stations to gather, disseminate and relay stream elevation and rainfall data through the Harris County Flood Control District's Flood Warning System, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: The Executive Director of the Harris County Flood Control District or his designee is hereby authorized to perform any and all necessary acts within the scope of the terms and conditions of the Agreement to accomplish the purpose of this order.





FWS MAP

ALERTS SIGNUP <sup>New</sup>

DOCUMENT LIBRARY

ABOUT FWS

LOGIN/REGISTER



Agency City of Sugar Land

Location 4150: 4150 Oyster Creek @ Dulles Avenue

Last 24 Hours Reported from 5/16/2020 9:13 AM

Subscribe to Real-time Alerts

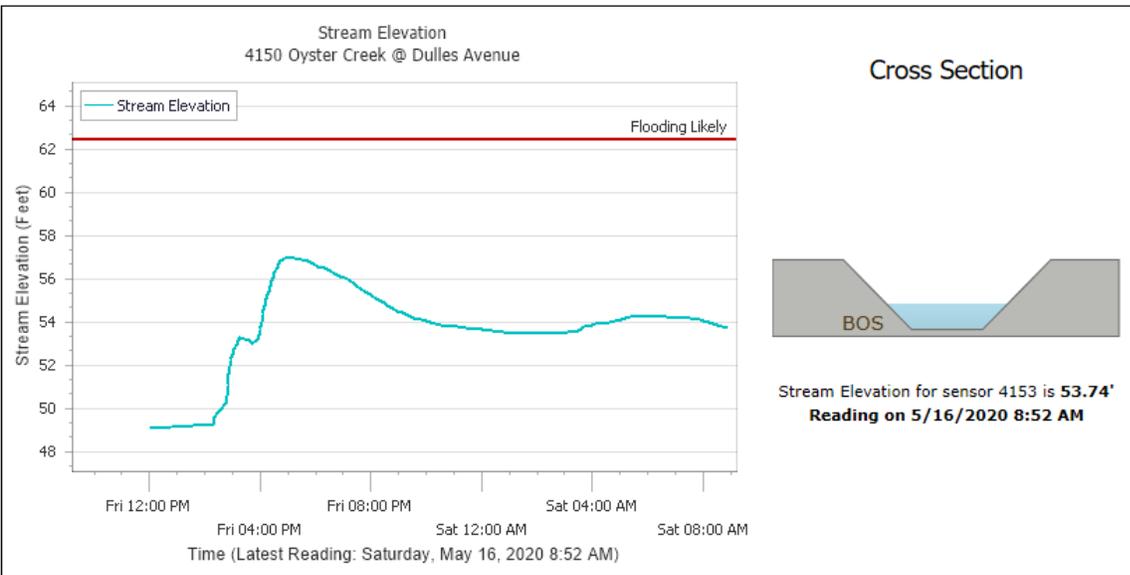
Show Current Conditions

### Information made possible by the City of Sugar Land

Stream Elevation Rainfall

Stream Elevation Sensor **4153**  
**4150 Oyster Creek @ Dulles Avenue**

Sensor ID	<b>4153</b>
Sensor Type	Pressure Transducer
TOB	62.40'
Flooding Likely	62.40'
Flooding Possible	59.40'
Bottom of Stream	48.58'
Tip of Orifice	49.08'
Measuring Plate	73.22'
Benchmark	69.85'
Disk located on sidewalk at stream centerline.	



Export to Excel

24 Hours



## CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Vrindavan Resorts parkland dedication proposal  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

### SYNOPSIS

Vrindavan Resorts is a proposed age restricted residential senior community to be located along Staffordshire Road, north of the Knanaya Homes. The subdivision is proposed to include 87 dwelling units. As required by Section 82-174 of the City's subdivision ordinance, a parkland dedication proposal has been submitted for consideration.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

Vrindavan Resorts is located in Park Zone 5. Based upon the proposed number of dwelling units, a parkland dedication of .87 acres is required. Section 82-174 provides for alternatives to a public land dedication including the provision of private land for up to 50 percent of the acreage required and/or cash in lieu of a land dedication.

Trimcos Engineering and Construction, on behalf of Vrindavan Senior Living, provided a proposal to dedicate approximately 3.57 acres of land for onsite, private amenities. This acreage would be provided along the Staffordshire Road frontage and within an interior courtyard. Approximately 2.44 acres of this land would be encumbered for use as drainage/detention facilities. The remainder of the proposal is to pay cash in lieu of land for an amount of \$60,900.

The Parks and Recreation Board considered the proposal on their May 7, 2020 agenda. The Board recommends cash in lieu of public or private land be required, in an amount of \$121,800 (\$1,400 \* 87 dwelling units). The Board expressed concern with the limited amount of onsite acreage dedicated to private parkland. The Board cited Section 82-174.(f).(4).c. limiting the amount of encumbered private parkland to no more than 50 percent of the private dedication; and Section 82-174.(f).(6) providing that private parkland of less than one-half acre in size is generally discouraged.

The Planning and Zoning Commission considered the applicant's proposal and the Board's recommendation on their May 13, 2020 agenda. The Planning and Zoning Commission forwards a recommendation to approve the Parks Board's recommendation.

Following both the Board and Commission recommendations, Vrindavan Senior Living has provided a letter requesting that the Council reconsider their original proposal and allow the community to receive some credit for the provision of onsite amenities. The letter provides a request to allow for the development to provide cash in lieu of for half of the required dedication.

### BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
Parkland Zone #5	275-48411-01-001	Parkland Revenue Zone	\$0	\$0	\$121,800

An appropriation is not requested with this agenda item. This payment, once received, will be recorded in the above revenue account for Parkland Zone #5.

**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. Vrindavan Senior Living letter to Council dated May 22, 2020
2. Parkland proposal dated January 26, 2020
3. Vrindavan Resorts site plan
4. Draft Parks Board meeting minutes dated May 7, 2020
5. Draft Planning and Zoning Commission meeting minutes dated May 13, 2020
6. Planning and Zoning Commission final report

### STAFF'S RECOMMENDATION

Approve a parkland dedication for Vrindavan Resorts.

**Director Approval:**

**Otis T. Spriggs, AICP, Development Services Director  
Jason Mangum CPRE, Director of Parks and Recreation**

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

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



1950 Staffordshire Road, Missouri City, TX 77489

**22nd May 2020**

**To,**

**Members of the City of Missouri City  
Parkland Commission, P&Z committee, and City Council**

**Sub: Application parkland as private parkland**

Our application for accepting the designated parkland as private parkland was rejected by the parkland commission board. The message we got from Parkland meeting was that they are recommending for 100% payment to be given to City and that we have two more opportunities to present our case at P&Z meeting and City Council meeting. In the last P&Z meeting, we did not get any such opportunity, though.

I am writing this on behalf of all the Vrindavan Senior Living directors as a request that this decision be reconsidered. Below are the reasons why we are making this request:

The residents of this community will be relatively older citizens who would like to enjoy the recreational facilities within the property rather than going to public parks. So, it is important for them to have the private parkland inside the community. That is why we prefer to have private parkland.

We are happy to pay 50% of the payment and balance 50% need to be adjusted as credit in the private parkland we want to make. That way both senior citizen residents and City will be in a win-win situation.

A) I am providing the numbers to back up above statement (the drawings to back this statement have also been provided).

Per requirement, with 50% payment, we are required to provide only 0.435 acres of private parkland for the 87 units on the property. Even if we consider only 1/3 of green space provided for the property (since it is being partially used for detention) we still have 1.1316 acres for private parkland which is more than twice the required amount.

The reason that was cited to us by the Board for refusal was that we did not have the private parkland per city ordinance. This is not true. So we request to go by our original plan of 50% payment to City and 50% credit for the private parkland.

We would appreciate the opportunity to present this case at the June 1<sup>st</sup> City Council meeting should you need any more clarifications.

B) Vrindavan resorts is a dream project for us and senior citizens of our community. During the conceptual stage of this project we had several discussions with City officials including mayor and councilmen. They were all excited about this and project promised all support. We are not receiving any such support, though.

Sincerely,

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

Joseph Manakalathil

President, Vrindavan Senior Living

Cel: 281 731 4570



January 26<sup>th</sup>, 2020 **Processed for Parkland on 04/17/2020 after revisions and clarifications requested**

Mr. Jason Mangum  
Director, Parkland & Recreation  
City of Missouri City  
2701 Cypress Point Drive  
Missouri City, Texas 77459

Re: Parkland dedication proposal for Vrindavan Resorts Subdivision.

Dear Mr. Mangum,  
Attached is a copy of the **proposed final plat** ~~preliminary~~ plat for Vrindavan Resorts, a property subdivision of 13.6566 acres. A parkland site plan with a table showing the areas dedicated for parkland and its calculations has also been attached. The proposed subdivision is for an age restricted residential senior community of 87 dwelling units. In accordance with Section 82-174 of the City of Missouri city Code of Ordinances, A parkland dedication of 0.87 acres ( 0.435 public and 0.435 private ) is required.

The developed is proposing to provide parkland within the subdivision for 50 percent of the dedication requirement. This area ( shown as reserves B,C and D) will be maintained by a homeowner's association created for the subdivision. The developer is proposing to provide cash in lieu of Public parkland to total \$60,900.

If you have any questions or require additional information , I can be contacted at (713) 526 3500.

Sincerely,

**Sowmya Balasubramani** LEED AP  
Lead Architectural Designer

TRIMCOS ENGINEERING LLC  
2405 SMITH STREET  
HOUSTON TX, 77006  
TEL: 713-526-3500  
EMAIL: sowmya@trimcos.com





## Missouri City Parks Board

Jason Mangum, Director  
Randy Troxell, Assistant Director  
Kevin Browne, Recreation Superintendent  
Barry Hamilton, Parks Superintendent  
J.R. Atkins, Board Member  
Claudia Iveth Garcia, Board Member  
Diane Giltner, Board Member  
Raj Joseph, Board Member  
Llarance Turner, Chairman

Don Johnson, Board Member  
Thomasine Johnson, Board Member  
Leslie Mack, Jr., Board Member  
Mary Ross, Board Member  
Sharman McGilbert, Board Member  
Brian Merchant, Board Member  
Victoria Porter, Board Member  
Buddy Snyder, Vice-Chair

# PARKS BOARD MEETING MINUTES THURSDAY, MAY 7, 2020

Notice is hereby given of a **Parks Board Meeting** to be held on Thursday, May 7<sup>th</sup>, 2019, 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 Parks Board reserves the right to meet in a closed session on any agenda item should the need arise, and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

## NOTICE REGARDING PUBLIC PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting.

The meeting will be available to members of the public and allow for two-way communications for those desiring to participate. Any person interested in speaking on any item on the agenda must notify the City by one of the following methods **before 4:00 p.m. on the day of the Parks Board meeting**:

1. Email or call the Parks and Recreation Department at [sydney.andrews@missouricitytx.gov](mailto:sydney.andrews@missouricitytx.gov) or 281-403-8638; or,
2. Submit a "Public Comment Form" to the Parks and Recreation Department from the following webpage: <https://bit.ly/39pw73Q>.

**The request must include the speaker's name, address, email address, phone number and the agenda item number.**

To livestream the meeting, the public may access the following link:  
<https://www.missouricitytx.gov/780/MCTV>.

To access the meeting agenda packet in PDF format, the public may access the following link:  
<https://www.missouricitytx.gov/812/Parks-Board>.

### Attendees:

Board members in attendance: Diane Giltner, Don Johnson, Vice-Chair Buddy Snyder, Brian Merchant, Chairman Llarance Turner, Claudia Yvette Garcia, Leslie Mack Jr., Victoria Porter, Thomasine Johnson, Raj Joseph and Mary Ross.

**Absent were:** J.R. Atkins and Sharman McGilbert.

**Staff in Attendance:** Parks and Recreation Director Jason Mangum, Assistant Director Randy Troxell, Parks Superintendent Barry Hamilton, Recreation Superintendent Kevin Browne, Administrative Assistant Sydney Andrews, Planning Manager Jennifer Gomez, and Assistant City Attorney James Santangelo.

**Others in Attendance:** Molly Thomas, Sowmya Balasubramani, and Jared Williams.

**6. CONSIDER A RECOMMENDATION FOR THE VRINDAVAN RESORT PARKLAND DEDICATION**

Director Mangum introduced the agenda item. He stated the proposal was for a small development on Staffordshire Road consisting of 87 units which requires less than an acre of parkland dedication. The applicant is proposing 50% private parkland and 50% cash in lieu of. Chairman Turner brought up some concerns from the proposal not being at least half an acre of land. The reserve of parkland along Staffordshire Road is 0.2784 acers. Chairman Turner also stated based on the rules the maximum encumbrance for private parkland for this project is 0.2175. The maximum area of the combined area of both B and D reserves equals 0.215. Director Mangum stated that in the rules it is encouraged to have at least half an acre of private parkland but, not mandatory. Chairman Turner recommended based on the location, size, and information presented to the board accepting 100% money in lieu of land. The Architect Somya Balasubramani asked if the proposal ended up being 100% money in lieu of land would they have the opportunity to redesign the proposal. Planning Manner Gomez stated if the developer redesigns the proposal it will still need to meet all City zoning regulations and ordinances. Board member D. Johnson made a motion to recommend accepting the money in lieu of the full amount of \$1400 per 87 dwelling unit for The Vrindavan Resort Parkland Dedication. Board member Snyder seconded the motion. The vote was unanimous. **The motion passed.**

**7. CONSIDER A RECOMMENDATION FOR THE PARKWAY CROSSING PARKLAND DEDICATION**

Director Mangum presented the agenda item. He stated the proposal was for a development ~~on Parkway Crossing~~ [Lake Olympia Parkway]. The proposal also includes private parkland. Vice-Chair Snyder questioned about the maintenance of the parkland. Chairman Turner explained because they are proposing this parkland as private the City will not be maintaining the area. Since it is private parkland they are only meeting 50% of parkland dedication so, the remaining portion must be money in lieu of land according to the ordinance. Director Mangum stated the applicant would need to make a payment to the City for \$400,000. Director Mangum stated the developer didn't mention the other half of the parkland dedication requirement in the cover letter. Jared Williams stated they are looking to avoid a payment and questioned what would prevent the developers from making this public parkland instead of private. Director Mangum stated the City would have to look at the proposal differently before taking on the proposal as a public parkland dedication. Things to be considered would be quality of the land, access to the public and as it related to public parkland requirements.

Chairman Turner explained to Jared Williams that the board is making a recommendation on the information that is in front of them and if the developer has different plans that this item should be pulled. Jared Williams agreed with Chairman Turner about pulling the item. He stated he misunderstood the requirements for the private parkland dedication and doesn't want to have his developer pay the \$400,000 fee. Mr. Williams would like to pursue it as a public parkland dedication and understands if the proposal has to be resubmitted. Assistant Attorney Santangelo stated that the parkland dedication has to be considered by Parks Board and Planning and Zoning Commission. He recommends the board to take a vote at this time. Chairman Turner recommend due to the submittal as presented not meeting the criteria and the applicant wanting to submit something new to disapprove the Parkway Crossing Parkland Dedication. Board member Porter asked what park zone the development is located in. Board member Mack stated the development is located in park zone 10. Director Mangum stated that the development is located in a park zone that has very little parkland so, this could be a benefit to the City. There is undeveloped park land in park zone 10. Board member Mack asked could the board get staff's recommendation on this development being

public parkland. Director Mangum answered yes, that staff would assess the land and work with the developer on what would be best for the City.

Chairman Turner wanted to point out after staff explanation that the City would benefit by having a park in that area. The biggest challenge the department would face would be the operations and maintenance of the land. Chairman Turner brought up the opportunity of having land in this park zone. He explained that land is very expensive and that the city has been looking for park land in this park zone. He explained it might be in the City's best interest to obtain the parkland now. Board member Ross agreed and stated that the public/private option would be a good route for the City and developer. She believes this development is needed for the citizens in that area. Board Member Joseph made a motion to recommend public parkland that is in a location approved by staff. Board Member D. Johnson seconded. Board member Mack disagrees with the motion saying he would like know what the land can really be used for and it is feasible for the City. Board member Giltner stated if the development gets approved for public parkland the City would have to maintain the land and that is a big responsibility for Parks Maintenance. Chairman Turner stated that this will be undeveloped parkland that will be used at the appropriate time. He stated that land is important. Board member D. Johnson withdrew his second. Board Member Joseph withdrew his motion. Board member Porter made a motion to approve with conditions to accept the public parkland as required by the ordinance and for staff to work with the developer on the location and potentially develop the land together. Board member Garcia seconded the motion. **The motion passed**, with 10 votes in favor, and 1 abstention from Board member Mack.

DRAFT



**MINUTES  
PLANNING AND ZONING  
COMMISSION CITY OF MISSOURI  
CITY, TEXAS  
May 13, 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  
Gloria Lucas  
Monica L. Rasmus  
Courtney Johnson Rose  
James G. Norcom III  
Hugh Brightwell  
James R. Bailey

**Commissioners Absent:** None.

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
Thomas White, Planner II  
Gretchen Pyle, Interim Planning Specialist  
Jeremy Davis, Assistant City Engineer, Public Works  
Egima Edwards, Planning Technician  
Jamilah Way, First Assistant City Attorney  
Randy Troxell, Assistant Director, Parks and Recreation

**Others Present:** Daniel Valdez, META Planning; Joseph Manakalathil, President/ Vrindavan Resorts LLC; Sowmya Balasubramani, Trimcos Engineering and Construction; Jared Williams, Jones|Carter; Tom Duecker, Jones|Carter, Mary Thomas, Vrindavan Resorts, LLC

## 6. PLATS

### B. PARKLAND DEDICATION

(1) Consider an application for a parkland dedication for Vrindavan Resort

Randy Troxell, Assistant Director, Parks and Recreation, presented the agenda item. Mr. Troxell stated the Parks Board unanimously voted to accept money in lieu of the parkland dedication.

Chair Brown-Marshall inquired about the applicant mentioning a possible redesign in the Parks Board minutes and if they resubmitted another design.

Mr. Troxell stated that he had not seen one. If submitted, a design would not change any of the parkland issues at that point.

Sowmya Balasubramani, Architect/Trimcos Engineering and Construction, stated to clarify, the redesign was not to reconsider the parkland position. Ms. Balasubramani requested clarification of what the bases was for the areas proposed not to be classified as private parkland. Ms. Balasubramani stated that she was confused by the minutes of the Parks Board meeting and needed clarification of the rejection.

Chair Brown-Marshall stated that first the Commissioners needed to make a motion on the Parks Boards recommendation.

Vice Chair Haney stated that he interpreted the meeting minutes as being that the original proposal was to provide 50 percent private land and 50 percent cash in lieu of land. The Parks Board raised concerns given the small amount of land. Vice Chair Haney indicated the Board recommended money in lieu of and therefore there wouldn't be any parkland requirements within the development.

Chair Brown-Marshall stated that she agreed and provided that this didn't appear to be what the applicant wanted to do. The recommendation was what the Parks Board decided.

Chair Brown-Marshall asked Mr. Troxell to clarify.

Mr. Troxell stated that Chair was on the right track. Typically with public land there are very few cases they look at in a small subdivision benefitting a larger area. Historically the City has preferred to take larger parcels of land, sometimes minimum of five acres. It came out to somewhere around less than an acre. Mr. Troxell stated typically those types of parcels are set aside for the subdivision to do something on the private side, small immediate subdivision area. That is considered only on the private side. On the public side, they would meet the money in lieu of to be spent on larger parts of parkland in that particular park zone.

Mr. Troxell stated that when looking at that park zone, not too far from there is Quail Green West park; Sta-Mo park is on the back side of the development; and across the street from Sta-Mo is the 75+ acres of Independence Park, a public park that can serve residents in the proposed development as well. Mr. Troxell stated the Parks Board looked at that and thought it was the best solution.

Chair Brown-Marshall inquired about the decision of the Parks Board regarding money in lieu of and the parameters within the City's ordinance.

Chair Brown-Marshall advised the applicant to speak with Mr. Troxell for understanding as to why the Parks Board made the recommendation.

Ms. Balasubramani stated that she had a fair understanding.

**Motion:** The Planning and Zoning Commission forwards a recommendation to approve to Council.

**Made By:** Commissioner Haney

**Second:** Commissioner Lucas

Vice Chair Haney withdrew motion due to a request to speak submitted by Joseph Manakalathil, President/ Vrindavan Resorts LLC.

Joseph Manakalathil, President/ Vrindavan Resorts LLC, stated that the plan was to build senior living in the area. Residents would like to enjoy the facilities without having to go outside the community; it is important to have private parkland inside the community. Mr. Manakalathil stated they were ready to pay 50 percent of the payment which would result in a resident and City win/win situation.

Mr. Manakalathil stated if 100 percent of the money goes to the City for a public park, senior citizens would not be able to use of the public park facility because of the age factor. Their request is to pay 50 percent cash in lieu of land and provide 50 percent private parkland.

Vice Chair Haney stated that it seemed the agenda item would have to return to the Parks Board. It appeared in the minutes the representative of the property agreed to the outcome of the meeting.

Jennifer Gomez, Planning Manager, stated the parkland dedication was subject to the new process. The Parks Board had to make a recommendation to either approve with conditions or disapprove. The Commission also had to make a recommendation in the same manner and forward to City Council. City Council would make final determination. If the Council decides the Parks Board needs to reconsider then that could restart the whole process.

Ms. Gomez stated the application would have to move forward to Council with a recommendation. Timing of the plat being finalized would be affected.

Vice Chair inquired since a motion was made, would the more appropriate choice be to “approve with conditions”.

**Amended Motion:** The Planning and Zoning Commission forwards an “approve with conditions” report to Council.

Jamilah Way, First Assistant City Attorney, stated that the rule to what was being conditioned had to be added.

Commissioner O’Malley inquired if the applicant did not want to pay the 100 percent and they were asking the Commission to not approve Parks Board’s recommendation. It was debated at the Parks Board and discussion took place, it was voted on and a solid recommendation was made. It is not the role of Commission to decide on cash payment in lieu of.

Commissioner Brightwell stated he agreed with Commissioner O'Malley that it is not the Commission's responsibility to change the ordinance in regards to cash in lieu of parkland. Commissioner Brightwell added that the Commission needed to move forward with a motion.

Commissioner Norcom III stated he agreed and that the applicant needed to revisit with City Council.

Chair Brown-Marshall stated staff was requesting to forward of recommendation. The only recommendation would be an approval or disapproval. If disapproval, "why" would have to be stated.

**Amended Motion:** The Planning and Zoning Commission forwards a recommendation to approve to Council.

**Made By:** Commissioner Haney  
**Second:** Commissioner O'Malley

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

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

The motion passed.



**PLANNING AND ZONING COMMISSION  
STAFF REPORT**

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**AGENDA DATE:** June 1, 2020

**AGENDA ITEM SUBJECT:** Vrindavan Resorts - parkland dedication

**AGENDA ITEM NUMBER:** 9.c.

**PROJECT PLANNER:** **Jennifer Thomas Gomez, AICP**, Planning Manager / **Gretchen Pyle**, Planning Specialist

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

Sonya Brown-Marshall, Planning and Zoning Commission

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

Sonya Brown Marshall, Chair

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**PERMIT NUMBER:** 2020-00028

**PROPERTY ID:** 0064-00-000-0601-907

**LOCATION:** North of the Knanaya Homes residential subdivision, south of Scanlin Road, west of Staffordshire Road, the Hunters Green and Quail Green west residential subdivisions

**ZONING DISTRICT DESIGNATION:** PD, Planned Development District No. 105 (Ordinance O-18-01)

**DEVELOPMENT AGREEMENT/STRATEGIC PARTNERSHIP:** None

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**RECOMMENDED ACTION:**

The Planning and Zoning Commission adopts the following as its Final Report and forwards a recommendation to **APPROVE** the Parks Board recommendation following the requirements of Subdivision Ordinance Section 82-174 regarding the dedication of land for neighborhood parks; reservation of land for public purposes.

**APPLICANT'S PROPOSAL:**

Vrindavan Resorts is a proposed age restricted residential senior community to include 87 dwelling units. A preliminary plat was approved in December 2019. The applicant has submitted the attached proposal for consideration of a parkland dedication in accordance with Section 82-174 of the City's Code of Ordinances.

Based on the number of dwelling units proposed, a parkland dedication of .87 acres is required. Section 82-174 provides for alternatives to a public land dedication; private land for up to 50 percent of the acreage required and/or cash in lieu of a land dedication are permitted.

The applicant's proposal includes a dedication of approximately 3.57 acres of land for onsite, private amenities. Of this acreage, approximately 2.44 acres would be considered encumbered for use as drainage/detention facilities. Approximately 1.13 acres would be available on site, along the Staffordshire Road frontage and within an interior courtyard for the private amenities. The remainder of the applicant's proposal is to pay cash in lieu of land for an amount of \$60,900.

**PARKS BOARD ACTION:**

The Parks and Recreation Board considered the applicant's proposal on their May 7, 2020 agenda. A draft of the Board's meeting minutes are attached. The proposed development is located within Park Zone #5.

The Board expressed concern with the limited amount of onsite acreage dedicated to private parkland. The Board recommends that cash in lieu of land for the full parkland requirement and in the amount of \$121,800 ( $\$1,400 * 87$  dwelling units) is provided.

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

June 1, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(c) Parkway Crossing Phase I parkland dedication proposal  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

### SYNOPSIS

Parkway Crossing is a proposed mixed use development to be located within PD, Planned Development District No. 96; north of Lake Olympia Parkway, east of the Fort Bend Parkway and west of the Parks Edge subdivision. As required by Section 82-174 of the City's subdivision ordinance, a parkland dedication proposal has been submitted for consideration.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

Parkway Crossing is located in Park Zone 10. PD No. 96 was recently amended to modify and refine the mix of uses permitted and to amend the site plan. A preliminary plat for Phase I of the development was approved by the Planning and Zoning Commission on their May 13, 2020 agenda. The preliminary plat includes a reserve for the future Fire Station No. 6 site as well as an approximate 10.02 acre reserve which could include a maximum of 700 multifamily dwelling units. Based on the number of dwelling units, a parkland dedication of 7 acres is required. Section 82-174 provides for alternatives to a public land dedication; private land for up to 50 percent of the acreage required and/or cash in lieu of a land dedication are permitted.

Jones|Carter Engineering, on behalf of the developer originally proposed to dedicate private parkland; a pedestrian connection from Parkway Crossing on to the Parks Edge trail system and public street access to each proposed parkland area in the development. Based upon the recommendation of the Parks and Recreation Board, the proposal was updated to include a dedication of 5 acres of public parkland; 2.52 acres of private parkland; a pedestrian connection and the public street access.

The Parks and Recreation Board considered the original proposal on their May 7, 2020 agenda. The Board recommends that 100 percent of the dedication be made as public land (7 acres). The Board discussed the need and opportunity for public parkland in this part of the city.

The Planning and Zoning Commission considered the original proposal and the Board's recommendation on their May 13, 2020 agenda. The Planning and Zoning Commission forwards a recommendation to approve the Parks Board's recommendation.

## BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
Parkland #10      Zone	280-48411-01-001	Parkland Revenue      Zone	\$0	\$0	None

An appropriation is not requested with this agenda item.

**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. Original parkland proposal dated April 28, 2020
2. Updated parkland proposal dated May 12, 2020
3. Parkway Crossing amended site plan
4. Draft Parks Board meeting minutes dated May 7, 2020
5. Draft Planning and Zoning Commission meeting minutes dated May 13, 2020
6. Planning and Zoning Commission final report

## STAFF'S RECOMMENDATION

Approve a parkland dedication for Parkway Crossing Phase I.

**Director Approval:**

**Otis T. Spriggs, AICP, Development Services Director  
Jason Mangum CPRE, Director of Parks and Recreation**

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

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



6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
Tel: 713.777.5337  
Fax: 713.777.5976  
[www.jonescarter.com](http://www.jonescarter.com)

April 28, 2020

**Original Proposal**

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

Re: Parkway Crossing – Parkland Dedication

Dear Jennifer:

On behalf of our client, Jones|Carter is submitting a proposal for parkland dedication for Parkway Crossing. The project is located east of Park Edge Boulevard and north of Lake Olympia Parkway. The proposed development will have approximately 700 dwelling units, requiring a total of 7.0 acres of parkland or payment of the applicable parkland fees (\$1,400 per unit). Please note, the final dwelling unit count is subject to change as the project develops. All fees and/or dedication requirements will be adjusted accordingly.

To meet the required parkland dedication requirement, the developer proposes the following:

- 100% private parkland
- Pedestrian connection from Parkway Crossing to the Parks Edge trail system west of the development
- Public street access to each proposed parkland area in the development

The proposed parkland will be composed of a mixture of amenitized drainage/detention, open space and park areas. A trail system will be incorporated throughout the development, connecting to and thru the various parks, detention areas and open spaces. The trail system will also connect to other trails in the area and to the Parks Edge trail system west of the development. With the various parkland elements located within the development, residents will have ample opportunity for recreation within the community. All parkland will be privately maintained by the HOA. Enclosed you will find an exhibit highlighting the location of all proposed parkland and open space. A chart specifying the land use and acreages is also included. We are requesting this application to be reviewed by staff and the Parks Board at the May meeting. Please contact me if any further information is necessary.

Sincerely,

Jared S. Williams, P.E.  
Project Engineer

JSW

K:\13951\13951-0012-00 Parkway Crossing Phase I Platting\Project Management\Deliverables\Parkland Dedication\Parkway Crossing - Ph I Parkland Dedication v2.docx

cc: Mr. Joel Scott – Palmetto/WIHA FB107, LP

# Original Proposal

## Parkway Crossing Parkland Dedication Proposal

Number of Units*	700
Req. Parkland Dedication (1 Ac/Per 100 Units)*	7.0

Land Use	Acreage	% Credit	Credited Acreage
Park (Unencumbered)	4.29	100%	4.29
Lakes/Drainage	15.71	16.66%	2.62
Easements through Parks	1.84	33.33%	0.61
Total Parkland Provided	21.84		7.52

\* All acreages and unit counts are preliminary and subject to change through the platting process. All final dedication will comply with the applicable parkland calculations. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, additional dedication will be provided by payment of cash in lieu of land amount provided, or by the conveyance of additional land by amendment of plat or by separate instrument.



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

May 12, 2020

## Updated Proposal

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

Re: Parkway Crossing – Parkland Dedication

Dear Jennifer:

On behalf of our client, Jones|Carter is submitting a proposal for parkland dedication for Parkway Crossing. The project is located east of Park Edge Boulevard and north of Lake Olympia Parkway. The proposed development will have approximately 700 dwelling units, requiring a total of 7.0 acres of parkland or payment of the applicable parkland fees (\$1,400 per unit). Please note, the final dwelling unit count is subject to change as the project develops. All fees and/or dedication requirements will be adjusted accordingly.

To meet the required parkland dedication requirement, the developer proposes the following:

- 5.0 Acres of public parkland, 2.52 Acres of private parkland
- Pedestrian connection from Parkway Crossing to the Parks Edge trail system west of the development
- Public street access to each proposed parkland area in the development

The proposed parkland will be composed of a mixture of amenitized drainage/detention, open space and park areas. A trail system will be incorporated throughout the development, connecting to and thru the various parks, detention areas and open spaces. The trail system will also connect to other trails in the area and to the Parks Edge trail system west of the development. With the various parkland elements located within the development, residents will have ample opportunity for recreation within the community. All public parkland will be maintained by Missouri City. All private parkland will be privately maintained by the HOA. Enclosed you will find an exhibit highlighting the location of all proposed parkland and open space. The exact layout is subject to change as the project develops. A chart specifying the land use and acreages is also included. We are requesting this application to be reviewed by staff and the Parks Board at the May meeting. Please contact me if any further information is necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jared S. Williams'.

Jared S. Williams, P.E.  
Project Engineer

JSW

K:\13951\13951-0012-00 Parkway Crossing Phase I Platting\Project Management\Deliverables\Parkland Dedication\Parkway Crossing - Ph I Parkland Dedication v2.docx

cc: Mr. Joel Scott – Palmetto/WIHA FB107, LP

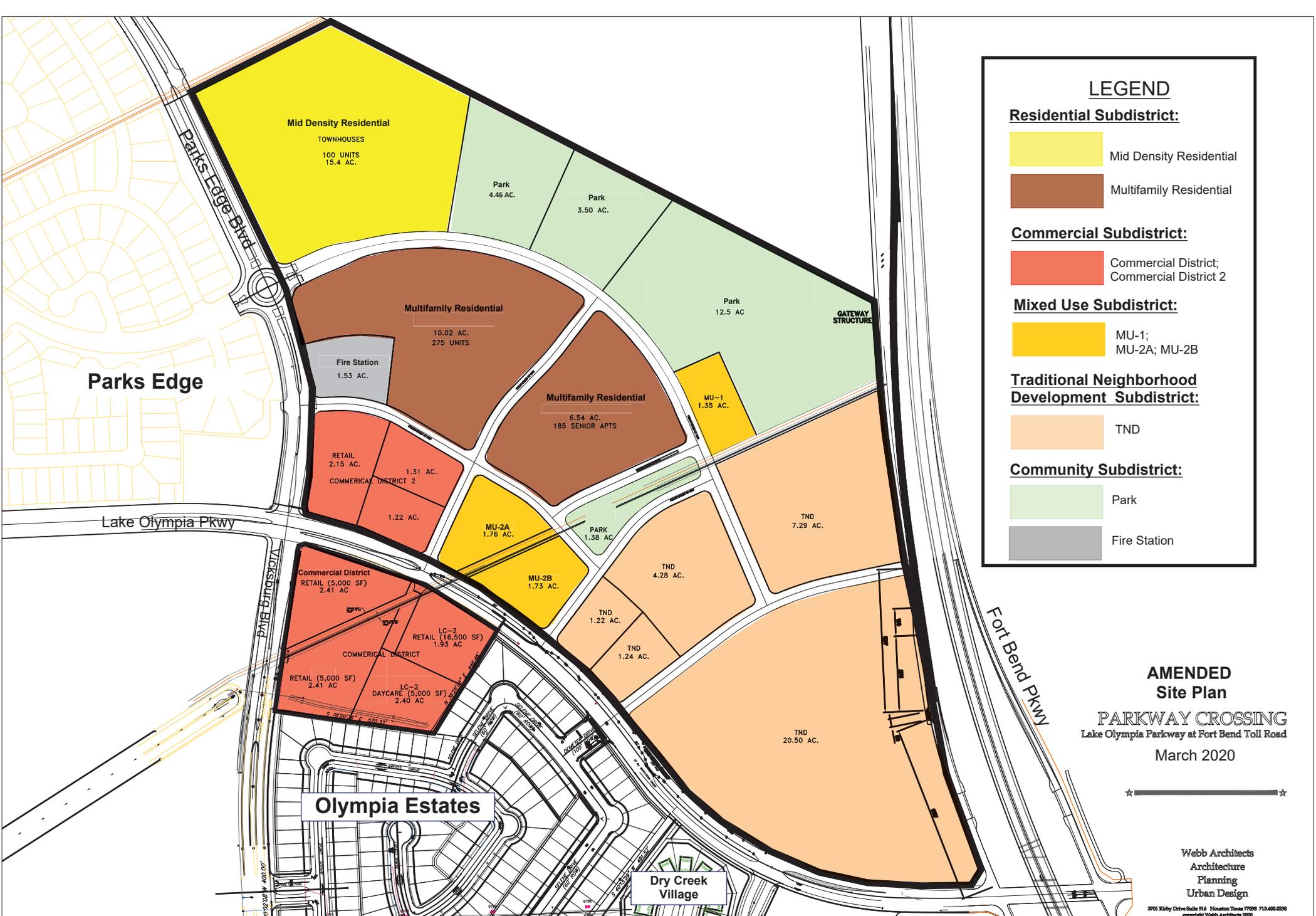
# Updated Proposal

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**LEGEND**

**Residential Subdistrict:**

Mid Density Residential

Multifamily Residential

**Commercial Subdistrict:**

Commercial District;  
Commercial District 2

**Mixed Use Subdistrict:**

MU-1;  
MU-2A; MU-2B

**Traditional Neighborhood Development Subdistrict:**

TND

**Community Subdistrict:**

Park

Fire Station

**AMENDED Site Plan**

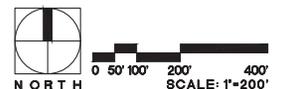
**PARKWAY CROSSING**  
Lake Olympia Parkway at Fort Bend Toll Road

March 2020



Webb Architects  
Architecture  
Planning  
Urban Design

3701 Kirby Drive Suite 515 Houston Texas 77098 713.400.0200  
copyright Webb Architects 2020





## Missouri City Parks Board

Jason Mangum, Director  
Randy Troxell, Assistant Director  
Kevin Browne, Recreation Superintendent  
Barry Hamilton, Parks Superintendent  
J.R. Atkins, Board Member  
Claudia Iveth Garcia, Board Member  
Diane Giltner, Board Member  
Raj Joseph, Board Member  
Llarance Turner, Chairman

Don Johnson, Board Member  
Thomasine Johnson, Board Member  
Leslie Mack, Jr., Board Member  
Mary Ross, Board Member  
Sharman McGilbert, Board Member  
Brian Merchant, Board Member  
Victoria Porter, Board Member  
Buddy Snyder, Vice-Chair

# PARKS BOARD MEETING MINUTES THURSDAY, MAY 7, 2020

Notice is hereby given of a **Parks Board Meeting** to be held on Thursday, May 7<sup>th</sup>, 2019, 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 Parks Board reserves the right to meet in a closed session on any agenda item should the need arise, and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

## NOTICE REGARDING PUBLIC PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting.

The meeting will be available to members of the public and allow for two-way communications for those desiring to participate. Any person interested in speaking on any item on the agenda must notify the City by one of the following methods **before 4:00 p.m. on the day of the Parks Board meeting**:

1. Email or call the Parks and Recreation Department at [sydney.andrews@missouricitytx.gov](mailto:sydney.andrews@missouricitytx.gov) or 281-403-8638; or,
2. Submit a "Public Comment Form" to the Parks and Recreation Department from the following webpage: <https://bit.ly/39pw73Q>.

**The request must include the speaker's name, address, email address, phone number and the agenda item number.**

To livestream the meeting, the public may access the following link:  
<https://www.missouricitytx.gov/780/MCTV>.

To access the meeting agenda packet in PDF format, the public may access the following link:  
<https://www.missouricitytx.gov/812/Parks-Board>.

### Attendees:

Board members in attendance: Diane Giltner, Don Johnson, Vice-Chair Buddy Snyder, Brian Merchant, Chairman Llarance Turner, Claudia Yvette Garcia, Leslie Mack Jr., Victoria Porter, Thomasine Johnson, Raj Joseph and Mary Ross.

**Absent were:** J.R. Atkins and Sharman McGilbert.

**Staff in Attendance:** Parks and Recreation Director Jason Mangum, Assistant Director Randy Troxell, Parks Superintendent Barry Hamilton, Recreation Superintendent Kevin Browne, Administrative Assistant Sydney Andrews, Planning Manager Jennifer Gomez, and Assistant City Attorney James Santangelo.

**Others in Attendance:** Molly Thomas, Sowmya Balasubramani, and Jared Williams.

**6. CONSIDER A RECOMMENDATION FOR THE VRINDAVAN RESORT PARKLAND DEDICATION**

Director Mangum introduced the agenda item. He stated the proposal was for a small development on Staffordshire Road consisting of 87 units which requires less than an acre of parkland dedication. The applicant is proposing 50% private parkland and 50% cash in lieu of. Chairman Turner brought up some concerns from the proposal not being at least half an acre of land. The reserve of parkland along Staffordshire Road is 0.2784 acers. Chairman Turner also stated based on the rules the maximum encumbrance for private parkland for this project is 0.2175. The maximum area of the combined area of both B and D reserves equals 0.215. Director Mangum stated that in the rules it is encouraged to have at least half an acre of private parkland but, not mandatory. Chairman Turner recommended based on the location, size, and information presented to the board accepting 100% money in lieu of land. The Architect Somya Balasubramani asked if the proposal ended up being 100% money in lieu of land would they have the opportunity to redesign the proposal. Planning Manner Gomez stated if the developer redesigns the proposal it will still need to meet all City zoning regulations and ordinances. Board member D. Johnson made a motion to recommend accepting the money in lieu of the full amount of \$1400 per 87 dwelling unit for The Vrindavan Resort Parkland Dedication. Board member Snyder seconded the motion. The vote was unanimous. **The motion passed.**

**7. CONSIDER A RECOMMENDATION FOR THE PARKWAY CROSSING PARKLAND DEDICATION**

Director Mangum presented the agenda item. He stated the proposal was for a development ~~on Parkway Crossing~~ [Lake Olympia Parkway]. The proposal also includes private parkland. Vice-Chair Snyder questioned about the maintenance of the parkland. Chairman Turner explained because they are proposing this parkland as private the City will not be maintaining the area. Since it is private parkland they are only meeting 50% of parkland dedication so, the remaining portion must be money in lieu of land according to the ordinance. Director Mangum stated the applicant would need to make a payment to the City for \$400,000. Director Mangum stated the developer didn't mention the other half of the parkland dedication requirement in the cover letter. Jared Williams stated they are looking to avoid a payment and questioned what would prevent the developers from making this public parkland instead of private. Director Mangum stated the City would have to look at the proposal differently before taking on the proposal as a public parkland dedication. Things to be considered would be quality of the land, access to the public and as it related to public parkland requirements.

Chairman Turner explained to Jared Williams that the board is making a recommendation on the information that is in front of them and if the developer has different plans that this item should be pulled. Jared Williams agreed with Chairman Turner about pulling the item. He stated he misunderstood the requirements for the private parkland dedication and doesn't want to have his developer pay the \$400,000 fee. Mr. Williams would like to pursue it as a public parkland dedication and understands if the proposal has to be resubmitted. Assistant Attorney Santangelo stated that the parkland dedication has to be considered by Parks Board and Planning and Zoning Commission. He recommends the board to take a vote at this time. Chairman Turner recommend due to the submittal as presented not meeting the criteria and the applicant wanting to submit something new to disapprove the Parkway Crossing Parkland Dedication. Board member Porter asked what park zone the development is located in. Board member Mack stated the development is located in park zone 10. Director Mangum stated that the development is located in a park zone that has very little parkland so, this could be a benefit to the City. There is undeveloped park land in park zone 10. Board member Mack asked could the board get staff's recommendation on this development being

public parkland. Director Mangum answered yes, that staff would assess the land and work with the developer on what would be best for the City.

Chairman Turner wanted to point out after staff explanation that the City would benefit by having a park in that area. The biggest challenge the department would face would be the operations and maintenance of the land. Chairman Turner brought up the opportunity of having land in this park zone. He explained that land is very expensive and that the city has been looking for park land in this park zone. He explained it might be in the City's best interest to obtain the parkland now. Board member Ross agreed and stated that the public/private option would be a good route for the City and developer. She believes this development is needed for the citizens in that area. Board Member Joseph made a motion to recommend public parkland that is in a location approved by staff. Board Member D. Johnson seconded. Board member Mack disagrees with the motion saying he would like know what the land can really be used for and it is feasible for the City. Board member Giltner stated if the development gets approved for public parkland the City would have to maintain the land and that is a big responsibility for Parks Maintenance. Chairman Turner stated that this will be undeveloped parkland that will be used at the appropriate time. He stated that land is important. Board member D. Johnson withdrew his second. Board Member Joseph withdrew his motion. Board member Porter made a motion to approve with conditions to accept the public parkland as required by the ordinance and for staff to work with the developer on the location and potentially develop the land together. Board member Garcia seconded the motion. **The motion passed**, with 10 votes in favor, and 1 abstention from Board member Mack.

DRAFT



**MINUTES  
PLANNING AND ZONING  
COMMISSION CITY OF MISSOURI  
CITY, TEXAS  
May 13, 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  
Gloria Lucas  
Monica L. Rasmus  
Courtney Johnson Rose  
James G. Norcom III  
Hugh Brightwell  
James R. Bailey

**Commissioners Absent:** None.

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
Thomas White, Planner II  
Gretchen Pyle, Interim Planning Specialist  
Jeremy Davis, Assistant City Engineer, Public Works  
Egima Edwards, Planning Technician  
Jamilah Way, First Assistant City Attorney  
Randy Troxell, Assistant Director, Parks and Recreation

**Others Present:** Daniel Valdez, META Planning; Joseph Manakalathil, President/ Vrindavan Resorts LLC; Sowmya Balasubramani, Trimcos Engineering and Construction; Jared Williams, Jones|Carter; Tom Duecker, Jones|Carter, Mary Thomas, Vrindavan Resorts, LLC

## 6. PLATS

### B. PARKLAND DEDICATION

(2) Consider an application for a parkland dedication for Parkway Crossing  
Phase 1

Randy Troxell, Assistant Director/Parks and Recreations, presented the agenda item. Mr. Troxell stated a motion was made for the developer to work with staff on the location and potential development of the land. A reason was that the park zone does not have any parkland. Parks Board looked at it as an opportunity to possibly attain five plus acres of parkland in the public setting. A recommendation was made with a condition that staff work with the developer to work out details of how the land could be used as parkland.

Mr. Troxell stated as part of the land plan for the subdivision, there are four areas shown in green on the submitted site plan that totaled about 21 acres. These are the area referenced.

**Motion:** The Planning and Zoning Commission forwards a recommendation to approve to Council.

**Made By:** Commissioner Haney

**Second:** Commissioner Lucas

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

**NAYES:** None

**ABSTENTIONS:** None

The motion passed.



**PLANNING AND ZONING COMMISSION  
STAFF REPORT**

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**AGENDA DATE:** June 1, 2020  
**AGENDA ITEM SUBJECT:** Parkway Crossing Phase I - parkland dedication  
**AGENDA ITEM NUMBER:** 9.d  
**PROJECT PLANNER:** **Jennifer Thomas Gomez, AICP**, Planning Manager / **Gretchen Pyle**, Planning Specialist  
**APPROVAL:** **Otis T. Spriggs, AICP**, Director, Development Services

**Sonya Brown-Marshall**, Planning and Zoning Commission

Sonya Brown Marshall, Chair

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**PERMIT NUMBER:** PARK2020-00034  
**PROPERTY ID:** 0313-00-000-0161-907  
**LOCATION:** North of Lake Olympia Parkway, east of Parks Edge Boulevard and west of Fort Bend Parkway (Tollroad)  
**ZONING DISTRICT DESIGNATION:** PD, Planned Development District No. 96 (Ordinance O-20-16)  
**DEVELOPMENT AGREEMENT/STRATEGIC PARTNERSHIP:** None

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**RECOMMENDED ACTION:**

The Planning and Zoning Commission adopts the following as its Final Report and forwards a recommendation to **APPROVE** the Parks Board recommendation following the requirements of Subdivision Ordinance Section 82-174 regarding the dedication of land for neighborhood parks; reservation of land for public purposes.

**APPLICANT'S PROPOSAL:**

Parkway Crossing is a proposed mixed use development to be located within PD No. 96. The PD was recently amended to modify and refine the mix of uses permitted and to amend the site plan. A preliminary plat was approved on the May 13, 2020 agenda. The preliminary plat contains a portion of the residential uses proposed within PD No. 96. An approximate 10.02 acres of land, Reserve A, is proposed to include a maximum of 700 multifamily dwelling units. The applicant has submitted the attached proposal for consideration of a parkland dedication in accordance with Section 82-174 of the City's Code of Ordinances.

Based on the number of dwelling units proposed, a parkland dedication of 7 acres is required. Section 82-174 provides for alternatives to a public land dedication; private land for up to 50 percent of the acreage required and/or cash in lieu of a land dedication are permitted.

The applicant's proposal includes a dedication of 100 percent private parkland; a pedestrian connection from Parkway Crossing into the Parks Edge trail system and public street access to each proposed parkland area in the development.

**PARKS BOARD ACTION:**

The Parks and Recreation Board considered the applicant's proposal on their May 7, 2020 agenda. A draft of the Board's meeting minutes are attached. The proposed development is located within Park Zone #10.

The Board expressed concern that the proposed dedication does not meet the requirements of Section 82-174 as a maximum of 50 percent of the dedication can be private parkland. The Board discussed the need and opportunity for public parkland in this part of the city. The Board recommends **APPROVE WITH CONDITIONS** with the condition that the parkland is 100 percent public in the amount required by Section 82-174 and upon agreement between the developer and staff on the specific location for the area to be dedicated.

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



**Council Agenda Item  
June 1, 2020**

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