

**YOLANDA FORD**  
Mayor

**VASHAUNDR A 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, October 19, 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** – *There are no Presentations and Recognitions on this agenda.*
  4. **PUBLIC COMMENTS**  
*An opportunity for the public to address City Council on agenda items or concerns not on the agenda-those wishing to speak must complete the orange comment card, present the comment card to the City Secretary prior to the beginning of the meeting, and observe a three-minute time limit.*

**5. STAFF REPORTS**

- (a) Fire Chief Annual Report *(Proposed presenter: Fire Chief Eugene Campbell)*

**6. CONSENT AGENDA**

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

- (a) Consider approving the minutes of the special and regular City Council meetings of October 5, 2020. *(Proposed presenter: City Secretary Maria Jackson)*
- (b) Consider an ordinance directing the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement; and to consider the ordinance on the second and final reading. *(Proposed presenter: Director of Public Works Shashi Kumar)*

**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**
  - (1) Public hearing on Program Year 2019 Annual Action Plan Amendment, Community Development Block Grant-CARES. *(Proposed presenter: Community Development Coordinator Ami Moore)*

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

**9. AUTHORIZATIONS**

- (a) Consider awarding contracts for 2021 employee benefits. *(Proposed presenter: Director of Human Resources and Organization Development Martin Russell)*
- (b) Consider authorizing the purchase of a new street sweeper truck. *(Proposed presenter: Fleet Superintendent Mike Tubbs)*
- (c) Consider authorizing the purchase of replacement vehicles Fiscal Year 2021. *(Proposed presenter: Fleet Superintendent Mike Tubbs)*
- (d) Consider authorizing the purchase of two new vehicles for the Fire Marshal's office. *(Proposed presenter: Fleet Superintendent Mike Tubbs)*
- (e) Consider authorizing the execution of an amendment to the strategic partnership agreement with Sienna MUD No. 1 for the provision of fire protection services. *(Proposed presenter: City Attorney E. Joyce Iyamu)*
- (f) Consider authorizing the mayor to sign the Fort Bend Business Parkway Phase 2 final plat. *(Proposed presenter: Planning Manager Jennifer Thomas Gomez)*

**10. ORDINANCES**

- (a) Consider an ordinance annexing Sienna Municipal Utility District Numbers 1, 5, 6, and 7 for the limited purpose of providing fire protection services; and consider the ordinance on the first of two readings. *(Proposed presenter: City Attorney E. Joyce Iyamu)*
- (b) Consider an ordinance amending Chapter 2, Administration, of the Missouri City Code; providing rules of ethics for the Mayor, Councilmembers, the city manager, the city attorney, and the city secretary; and establishing an ethics commission. *(Proposed presenter: City Attorney E. Joyce Iyamu)*

**11. RESOLUTIONS**

- (a) Consider a resolution authorizing the submission of grant application though The Texas Parks and Wildlife Department for the enhancement of outdoor recreation programs. *(Proposed presenter: Director of Parks and Recreation Jason Mangum and Recreation Superintendent Kevin Browne)*
- (b) Consider a resolution authorizing the submission of the Click It or Ticket Grant application. *(Proposed presenter: Recognition & Compliance Program Coordinator Rachel Murray)*

**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**

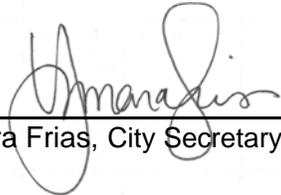
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**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 October 19, 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 October 15, 2020, at 4:00 p.m.

  
\_\_\_\_\_  
Yomara Frias, City Secretary Department



**Council Agenda Item  
October 19, 2020**

1. **ROLL CALL**
  2. **PLEDGE OF ALLEGIANCE**
  3. **PRESENTATIONS AND RECOGNITIONS** – *There are no Presentations and Recognitions on this agenda.*
  4. **PUBLIC COMMENTS**  
*An opportunity for the public to address City Council on agenda items or concerns not on the agenda- those wishing to speak must complete the orange comment card, present the comment card to the City Secretary prior to the beginning of the meeting, and observe a three-minute time limit.*
  5. **STAFF REPORTS**
    - (a) Fire Chief Annual Report (*Proposed presenter: Fire Chief Eugene Campbell*)
-

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**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL SPECIAL MEETING MINUTES**

The City Council of the City of Missouri City, Texas, met in special session on **Monday, October 5, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:30 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 6:30 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; City Manager Jones, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Communications Walker, and Director of Public Works/City Engineer Kumar.

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

(a) Discuss and consider board, committee, and commission member appointments.

City Secretary Jackson presented on the upcoming terms for the following Tax Increment Reinvestment Zone members expiring on December 31, 2020:

#### **TIRZ BOARD #1**

- Position 2 – Eunice Reiter, District A
- Position 4 – George Ewing, District B
- Position 6 – Farrah Sabouni, District D

#### **TIRZ BOARD #2**

- Position 2 – Kingsley Idemudia, District B
- Position 4 – Roy Gilbert, District D

#### **TIRZ BOARD #3**

- Position 2 – Reggie Abraham, District C
- Position 4 – JaPaula Kemp, District B
- Position 6 – Joe Workman, District D
- Position 10 - Marshall B. Heins (HCC representative)

Jackson explained that Houston Community College would no longer have appointment authority to appoint Position 10 on the TIRZ Board No. 3 board of directors for the term beginning January 1, 2021. As such, City Council may choose to either reappoint Mr. Heins, or appoint a new board member to Position 10. She

noted City Council was also required to appoint one member of the board to serve as the chair for a term of one year beginning on January 1, 2021. Mayor Ford asked that staff reach out to current members and applicants to determine if they were interested in serving, and then provide them with an update during the November 16 special City Council meeting.

**3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:41 p.m.

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

At 7:05 p.m., City Council reconvened into open session. No action was taken.

**4. ADJOURN**

The special City Council meeting adjourned at 7:05 p.m.

Minutes PASSED AND APPROVED this the 19<sup>th</sup> day of October 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 C  
**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, October 5, 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 7:05 p.m.

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

2. The **PLEDGE OF ALLEGIANCE** was led by Director of Development Services Spriggs.

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

Mayor Ford proclaimed the week of October 4-10, 2020, as "Fire Prevention Week" in the City of Missouri City, Texas and proclaimed the month of October as "National Community Planning Month" in the City of Missouri City, Texas. City Forester/Horticulturist Wierzbicki presented the 2020 Golden Tree Award to Lupe Tortilla, 9211 Highway 6, for outstanding contribution to our community's landscape.

### 4. **PUBLIC COMMENTS**

**Bruce Zabrowski**, 7915 Chancel Drive, expressed his concerns on the taxation problem in Missouri City and stated neighborhoods needed assistance as well. He also expressed concerns with the Fonmeadow bridge.

There were no **STAFF REPORTS**.

### 6. **CONSENT AGENDA**

- (a) Consider approving the minutes of the special and regular City Council meetings of September 21, 2020 and the special City Council meeting of September 28, 2020.
- (b) Consider approving the designation of acting city managers pursuant to Section 4.01.E of the City Charter of the City of Missouri City, Texas.

Mayor Pro Tem Preston moved to approve the Consent Agenda pursuant to recommendations by City Staff. 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

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

## 9. AUTHORIZATIONS

- (a) Consider authorizing an interlocal agreement with Fort Bend County for City Hall Drive reconstruction.

Director of Public Works Kumar presented on the interlocal agreement with Fort Bend County for City Hall Drive reconstruction. He stated the cost of the project would be of \$1.8 million dollars and they would have a matching contribution from Fort Bend County who would match up to \$1.1 million dollars towards design and construction cost.

Councilmember Edwards moved to authorize an interlocal agreement with Fort Bend County for City Hall Drive reconstruction. Mayor Pro Tem Preston. **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 purchase of Emergency Operations Center equipment.

Emergency Management Coordinator Jewett presented on the purchase of items for the Emergency Operations Center to comply with the Centers for Disease Control and Prevention (CDC) and social distancing regulations. Director of Information Technology Cole noted this would help have fully staffed technology equipment inside EOC.

Councilmember Maroulis moved to authorize the purchase of Emergency Operations Center equipment. 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

- (c) Consider authorizing an amendment to the strategic partnership agreements for Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, for the provision of fire protection services.

City Attorney Iyamu presented and asked that Council exclude MUD No. 1 from the authorization as they were not able to conduct two public hearings and therefore authorize the agreement, which was required by state law. She noted Council would be able to consider MUD No. 1 amendment at a different time. Councilmember Emery asked how long it would take MUD No. 1 to get their paperwork in line. Iyamu stated they should be able to have the hearing within the next few weeks and if so, the first reading would take place at the City's next City Council meeting.

Councilmember Emery moved to authorize an amendment to the strategic partnership agreements for Sienna Municipal Utility District Numbers 5, 6, and 7, respectively, for the provision of fire protection services. 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

(d) Consider authorizing the negotiation and execution of a contract for civil service legal services.

City Attorney Iyamu stated the contract would be for legal services for the City's potential civil service item that was placed on the November 3 election ballot.

Councilmember Boney inquired on the potential civil services that would be needed from the consultant. Ric J. Navarro, Navarro, Denton Navarro Rocha Bernal & Zech, P.C, stated the primary objective would be to make a transition to the civil service system.

Mr. Navarro noted the transition would include the following:

- the passage of ordinances by City Council relating to the classification of the Fire and Police departments;
- the establishment of a rank structure;
- establishing the number of positions within the department;
- the appointment of a Civil Service Commission performed by the City Manager or the Chief Executive Officer, subject to the City Council; and,
- the Civil Service Commission adopting local rules to address the various subject matter areas covered under Civil Service statutes.

Navarro stated they have performed these services at other cities thus having underlying content in a template form and provide it to the City's Legal Department. He also noted they would be on an on-call/as needed basis in situations that present unusual or difficult pertaining to laws.

Boney asked how soon after the item was voted on they would need their services. Navarro stated if it passed in November, the City would have to implement it in the next full Fiscal Year, which meant they would work to have it complete by October 1, 2021 and would launch in Fiscal Year 2022.

Councilmember Emery asked if they have worked with surrounding cities for their civil services and if they could share with those organizations to help hold down costs. Navarro stated they were free to look at what has been done, such as Galveston, but noted they would have to adapt the documents and ordinances that fit the need of Missouri City. He noted they would want to make sure, if adopted, would fit the culture and history of Missouri City and not that of another city. Iyamu noted they would try to do as much as possible in house, and attempt to bring in the experts on items that acquire additional expertise when needed.

Councilmember Boney moved to authorize the negotiation and execution of a contract for civil service legal services. 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

- (e) Consider ratifying the city manager's decision to submit concerns regarding public, educational, and government ("PEG") fund expenses to the district attorney's office and requesting an investigation.

City Manager Jones stated the item was to see if Council had any further questions on what was discussed in closed session. Councilmember Boney stated he sent a public information request to City Secretary's Office requesting documentation surrounding the alleged issued prior to the meeting where the item was discussed. He noted he specifically asked Jones if he could provide the information as it was a serious matter, but Jones stated the information had been sent to the district attorney's office and was under investigation. Boney stated the next day City Council received an email from the City Attorney stating the District Attorney's office let her know that there was no formal investigation and that a formal investigation into the PEG funds had not been initiated. He did not understand why Council was being asked to ratify a decision that was already made by Jones. Boney stated he had not received the information he requested. He asked if Brian Littleton had the documents when Jones came to them with the item. Jones asked that City Council go into closed executive session and stated the District Attorney's office also sent emails contrary to the email of the City Attorney. Jones noted a sworn affidavit had been provided and a criminal investigation was ongoing. Boney stated he understood what was being proposed but he was concerned that it was placed on the agenda.

At 7:46 p.m., City Council moved into closed executive session pursuant to section 551.071 of the government code.

At 8:39 p.m., City Council reconvened into the regular City Council meeting.

Councilmember Boney expressed concerns over processes and could not vote on information he had not seen. Councilmember Emery asked that whatever material was sent to the District Attorney's office it include details so they have the full scope for that particular account. Jones stated he would have staff do so. Councilmember Maroulis stated the dates that the investigation was accepted by the District Attorney's office were unclear and very little data had been provided to Council.

Councilmember Edwards moved to ratify the city manager's decision to submit concerns regarding public, educational, and government ("PEG") fund expenses to the district attorney's office and requesting an investigation. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Nays: Councilmember Boney, Councilmember Maroulis and Councilmember Emery

- (f) Consider authorizing the use of CARES Act funds on the submitted project list.

Director of Financial Services Portis presented on the COVID-19 funding streams and the proposed spending plan. Councilmember Emery asked if MPACT would be verifying that all applicants meet the criteria. Portis stated that was correct and that they would be submitting that information to the Financial Services Department to review. City Manager Jones noted these were grants and not loans.

Councilmember Emery asked for a brief overview of how the CARES program as there was a misconception in some areas. Portis outlined the program. Assistant City Manager Atkinson noted the programs would close once they were out of funding and that they would monitor and keep them posted.

Councilmember Boney expressed his excitement in assisting small businesses with the CARES program with grants. Boney inquired about the criteria and if individuals or self-proprietors would be monitored to make sure there were no conflict of interest or misuse of dollars. Atkinson stated they have contracted with

MPACT as they have run the County's program with these guidelines in place. He added that self-proprietors must have filed a Schedule C with IRS in 2019 and have an active license in place when applying.

Councilmember Boney asked if businesses that began in 2020 were eligible. Portis stated the criteria stated they would have had to be in business in 2019. Emery inquired about the grants provided, if those funds would be placed in the general fund once they came back. Portis stated the reimbursement from the County would go back to the general fund but would not be considered revenue. Emery asked if there was prohibition on the usage of the reimbursed funds. Portis stated there were no prohibitions as the funds would be part of the general fund balance.

Councilmember Emery moved to authorize the use of CARES Act funds on the submitted project list. 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

## 10. ORDINANCES

- (a) Consider an ordinance directing the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement.

Director of Public Works Kumar presented an overview on the drainage easement. Councilmember Boney asked if would cost the City anything or would they lose any money. Kumar stated they would not lose and that in fact the developer was dedicating more drainage easement than previously proposed.

Councilmember Boney moved to adopt 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

## 11. RESOLUTIONS

- (a) Consider a resolution providing the utility schedule of fees; providing for repeal; and providing an effective date.

Utilities Manager Hoover stated the resolution was to repeal the effective date of October 1, 2020 and to change it to December 1, 2020. He stated the change of the date came as several Groundwater Reduction Plan (GRP) participants expressed hardships, as they would have to absorb the increase in fee costs until they met in October. Hoover noted that although the GRP agreement does not contain required notification of fee adjustment timeframes, it was brought to his attention that the GRP Oversight Committee did not effectively communicate these matters to the respective districts.

Councilmember Edwards moved to approve the resolution. 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

**12. CITY COUNCIL ANNOUNCEMENTS**

Councilmember Boney encouraged residents of Missouri City to exercise their right to vote.

Councilmember Maroulis stated he attended the Patel's local grocery store grand opening in Houston.

Councilmember Emery wanted to make sure residents and businesses were fully aware of the programs being setup through CARES Act funding.

**13. ADJOURN**

The regular City Council meeting adjourned at 9:23 p.m.

Minutes PASSED AND APPROVED this the 19<sup>th</sup> day of October 2020.

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(b) Consider an ordinance directing the Mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement.  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

This item was brought to the City's attention by LJA Engineering, and allows the City Council to authorize the partial abandonment of a drainage easement granted to the City in 2015. The subject drainage easement is located in the Fort Bend Business Park north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. The City's drainage needs will be met by the provision of a new drainage easement.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

### BACKGROUND

On or about March 27, 2015, FLC Parkway, LP, a property owner in the City of Missouri City, recorded an approximately 19.945 acre drainage easement and conveyed it to the City for the construction, installation, placement, maintenance, operation, protection, inspection, repair, replacement or removal of drainage improvements, channels, structures and ditches as shown in the attached Exhibit A.

To accommodate a new proposed development project in the vicinity, the Engineer (LJA) has proposed to re-locate and reconfigure this original 19.945 acres easement to serve the drainage purpose stated above. The property owner now proposes to convey a new approximately 23.44 acres drainage easement as shown in Exhibit B. Upon conveyance of this new 23.44 acres drainage easement, a portion of the easement tracts constituting the existing 19.945 acres easement, as shown in Exhibit A will no longer be necessary and is therefore proposed to be abandoned.

In consideration and as a condition of this abandonment of the 19.945-acre easement (Exhibit A), the property owner will convey a drainage easement in writing (approximately 23.44 acres), substantially similar to the form provided in Exhibit "B" of the ordinance. This abandonment shall not be effective unless and until this dedication is completed as herein provided

City's Engineering staff have reviewed and approved a drainage analysis that supports the need for the new 23.44 acres drainage easement and also verified that the existing drainage easement as shown under Exhibit "A" can now to be abandoned.

### BUDGET ANALYSIS

Funds are not being requested at this time.

## **SUPPORTING MATERIALS**

1. Abandonment Ordinance
2. Exhibit A - Partial Abandonment of the 19.945 Acre of Easement Tract
3. Exhibit B – Proposed Drainage Easement (23.44 Acres)

## **STAFF'S RECOMMENDATION**

Staff recommends that the Council direct the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement as shown in Exhibit A.

**Director Approval:**

**Shashi K. Kumar, P.E.**

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

**Bill Atkinson**

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR THE PARTIAL ABANDONMENT OF AN APPROXIMATE 19.95-ACRE DRAINAGE EASEMENT IN THE CITY OF MISSOURI CITY, TEXAS; PROVIDING FOR THE PARTIAL ABANDONMENT THEREOF TO FLC PARKWAY, LP, A TEXAS LIMITED PARTNERSHIP; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELEASE, AND RELINQUISHMENT; PROVIDING FOR THE ACCEPTANCE OF A NEW DRAINAGE EASEMENT TO THE CITY OF MISSOURI CITY; RATIFYING THE ABANDONMENT OF A RELATED DRAINAGE EASEMENT; AND PROVIDING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City (the City), acting pursuant to Chapter 253 of the Texas Local Government Code, and upon the request of FLC Parkway, LP, a Texas Limited Partnership, hereinafter referred to as Grantee, deems it advisable to abandon, release, and relinquish any and all of its rights, title and interests as to that portion of a drainage easement dated March 27, 2015, recorded under Clerk's File No. 2015102992 in the Official Public Records of Fort Bend County, consisting of approximately 19.95 acres, as the same is more particularly described in and shown on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Abandoned Easement Tract"); and

WHEREAS, the City finds that, subject to the terms and conditions provided, said Abandoned Easement Tract in no longer needed for public use, and same should be abandoned and released to Grantee, as hereinafter stated; and

WHEREAS, the City Council of the City of Missouri City seeks to ratify the conveyance of that certain abandoned drainage easement consisting of a 2.70-acre tract dated July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas; and

WHEREAS, the City Council of the City of Missouri City is of the opinion that the best interest and welfare of the public will be served by abandoning the Abandoned Easement Tract, subject to the terms and conditions more fully set forth below; now, therefore,

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

Section 1. That the tract of land described in Exhibit "A," which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, released, and

relinquished, insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set forth in this Ordinance.

Section 2. That the City of Missouri City hereby releases the City's interests in the property described in Exhibit "A" as is, and hereby directs the Mayor to execute the conveyance and provide such document to the Grantee.

Section 3. That upon the date of any permitted development on the property in Exhibit "A," Grantee accepts the terms, provisions, and conditions of this Ordinance.

Section 4. That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

Section 5. That the terms and conditions contained in this ordinance shall be binding upon Grantee, its heirs, successors and assigns.

Section 6. That the abandonment, release, and relinquishment provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the governing body of the City of Missouri City may legally and lawfully abandon, release, and relinquish.

Section 7. That in consideration and as a condition of this abandonment, release, and relinquishment herein, Grantee shall convey a drainage easement in writing, substantially similar to the form provided in Exhibit "B," attached hereto and made a part hereof for all purposes, to the City of Missouri City, on or about the effective date of this Ordinance. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this Ordinance null and void and of no further effect.

Section 8. That at such time as the instrument described in Section 7 above is executed and delivered to the City of Missouri City, reviewed by the City Attorney and signed by the Mayor; thereafter, the City Secretary is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record

Section 9. That both the City and Grantee have found that the Abandoned Easement Tract is the same or less value than the new drainage easement to be conveyed as described in Section 7 of this Ordinance. Further, as a condition of this abandonment, Grantee shall pay all publication and recording fees associated with the abandonment and acquisition of the drainage easement described in Section 7.

Section 10. Ratification. That the City Council of the City of Missouri City ratifies and confirms the conveyance of that certain Partial Abandonment of Drainage Easement

of an approximately 2.70-acre tract dated July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas. The City, with the consent of FLC Parkway, previously released, relinquished and abandoned all of its rights, title and interests in and to the 2.70-acre easement tract, as well as any of the facilities located thereon.

Section 11. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Missouri City, and it is accordingly so ordained.

PASSED and APPROVED on first reading this 5<sup>th</sup> day of October 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 19<sup>th</sup> day of October 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

PARTIAL ABANDONMENT OF DRAINAGE EASEMENT  
(19.945 Acres)

STATE OF TEXAS                   §  
  §        **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF FORT BEND       §

**RECITALS:**

- A. Pursuant to that certain Drainage Easement (the "Drainage Easement") dated March 27, 2015, recorded under Clerk's File No. 2015102992 in the Official Public Records of Fort Bend County, Texas, FLC PARKWAY, LP, a Texas limited partnership ("FLC Parkway"), conveyed to the CITY OF MISSOURI CITY, a home-rule municipality (the "City"), a perpetual easement (the "Easement") for the construction, installation, placement, maintenance, operation, protection, inspection, repair, replacement or removal of drainage improvements, channels, structures, and ditches (collectively, the "Facilities") over, along, across and under those three (3) certain tracts of land located in Fort Bend County, Texas, containing 19.945 acres (the "19.945 Acre Easement Tract"), 2.702 acres (the "2.702 Acre Easement Tract"), and 9.569 acres (the "9.569 Acre Easement Tract"), respectively, and more particularly described in the Drainage Easement (the 19.945 Acre Easement Tract, the 2.702 Acre Easement Tract and the 9.569 Acre Easement Tract shall be collectively referred to herein as the "Easement Tracts").
  
- B. Pursuant to that certain Partial Abandonment of Drainage Easement (2.702 Acres) dated effective as of July 15, 2019, recorded under Clerk's File No. 2019085907 in the Official Public Records of Fort Bend County, Texas, the City, with the consent of FLC Parkway, previously released, relinquished and abandoned all of its rights, titles and interests in and to a portion of the Easement as to the 2.702 Acre Easement Tract, as well as any of the Facilities located thereon.
  
- C. The City has determined that the Easement as to that portion of the Easement Tracts constituting the 19.945 Acre Easement Tract, as the same is more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Abandoned Easement Tract"), is no longer necessary for the purpose of accomplishing any of the purposes of the City. The City, therefore, desires to release, abandon, and relinquish any and all of its rights, title and interests in and to the Easement as to the Abandoned Easement Tract and any Facilities located thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby RELEASE, RELINQUISH, AND FOREVER ABANDON any and all rights, title and interests in the Abandoned Easement Tract and any Facilities located thereon; provided, however, that nothing in this Partial Abandonment of Drainage Easement shall release or be deemed an abandonment of the Easement other than the Easement on the Abandoned Easement Tract, and the Easement shall remain in full force and effect as the 9.569 Acre Easement Tract.

*[Signature page follows this page.]*

EXECUTED by the City on the date set forth in the acknowledgment below, but EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date").

**CITY:**

**CITY OF MISSOURI CITY,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: Yolanda Ford  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: Maria Jackson  
Title: City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Yolanda Ford, Mayor, and Maria Jackson, City Secretary of the CITY OF MISSOURI CITY, a Texas home-rule municipality, on behalf of said home-rule municipality.

(NOTARY SEAL)

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

**Attachment:**

Exhibit A - Description and Sketch of Abandoned Easement Tract

**After recording, please return to:**

Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Real Estate Department

**CONSENT OF FLC PARKWAY**

FLC PARKWAY LP, being the owner of fee simple title in and to the Abandoned Easement Tract described herein, hereby consents to the City's release, abandonment, and relinquishment of any and all of the City's rights, title and interests in and to the Easement as to the Abandoned Easement Tract and any Facilities located thereon.

EXECUTED by FLC Parkway on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

**FLC PARKWAY:**

**FLC PARKWAY LP,**  
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Name: Rocky Lai  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FLC PARKWAY LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

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

Exhibit A  
Description and Sketch of Abandoned Easement Tract

Exhibit "A" - Page 1 of 5

July 12, 2012  
Job No. 1555-1000

DESCRIPTION OF  
19.945 ACRES (868,789 SQUARE FEET)  
"DRAINAGE EASEMENT"

Being 19.945 acres (868,789 square feet) of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being a portion of the residue of that certain called 405.8236 acre tract conveyed from Memorial Hermann Hospital System to Marhaba Partners Limited Partnership by an instrument of record under File Number 2001122130, Official Public Records, Fort Bend County, Texas (O.P.R.F.B.C.T.), said 19.945 acres (868,789 square feet) being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

COMMENCING for reference at the southeast corner of said 405.8236 acre tract, said point being on the north right-of-way line of Trammel Fresno Road, said point also being on the westerly line of that certain called 80-foot wide Houston Lighting and Power Company Easement of record in Volume 495, Page 659, F.B.C.D.R.;

Thence, North 16° 43' 58" East, along the northwesterly line of said 80-foot wide easement, 2,506.55 feet to the POINT OF BEGINNING of the herein described tract, the beginning of a curve;

Thence, 227.77 feet along a curve to the right having a radius of 72.50 feet, a central angle of 180° 00' 00" and a chord that bears North 73° 16' 02" West, 145.00 feet to a point for corner;

Thence, North 16° 43' 58" East, 614.67 feet to a point for corner, the beginning of a curve;

Thence, 126.34 feet along the arc of a tangent curve to the left having a radius of 362.50 feet, a central angle of 19° 58' 09" and a chord that bears North 06° 44' 53" East, 125.70 feet to a point for corner;

Thence, North 03° 14' 11" West, 96.46 feet to a point for corner;

Exhibit "A" - Page 2 of 5

19.945 Acres

July 12, 2012  
Job No. 1555-1000

Thence, South  $87^{\circ} 10' 53''$  West, 1,454.23 feet to a point for corner, the beginning of a curve;

Thence, 151.67 feet along the arc of a non-tangent curve to the left having a radius of 6,014.59 feet, a central angle of  $01^{\circ} 26' 41''$  and a chord that bears North  $11^{\circ} 19' 33''$  West, 151.67 feet to a point for corner;

Thence, North  $87^{\circ} 10' 53''$  East, 1,475.57 feet to a point for corner;

Thence, North  $03^{\circ} 14' 11''$  West, 1,407.80 feet to a point for corner, the beginning of a curve;

Thence, 82.08 feet along the arc of a tangent curve to the left having a radius of 52.50 feet, a central angle of  $89^{\circ} 34' 56''$  and a chord that bears North  $48^{\circ} 01' 39''$  West, 73.98 feet to a point for corner;

Thence, South  $87^{\circ} 10' 53''$  West, 1,793.48 feet to a point for corner, the beginning of a curve;

Thence, 146.21 feet along the arc of a non-tangent curve to the right having a radius of 1950.00 feet, a central angle of  $04^{\circ} 17' 46''$  and a chord that bears North  $10^{\circ} 05' 23''$  West, 146.18 feet to a point for corner;

Thence, North  $87^{\circ} 10' 53''$  East, 1,811.98 feet to a point for corner, the beginning of a curve;

Thence, 308.79 feet along the arc of a tangent curve to the right having a radius of 197.50 feet, a central angle of  $89^{\circ} 34' 56''$  and a chord that bears South  $48^{\circ} 01' 39''$  East, 278.29 feet to a point for corner;

Exhibit "A" - Page 3 of 5

19.945 Acres

July 12, 2012  
Job No. 1555-1000

Thence, South 03° 14' 11" East, 1,654.26 feet to a point for corner, the beginning of a curve;

Thence, 176.87 feet along the arc of a tangent curve to the right having a radius of 507.50 feet, a central angle of 19° 58' 07" and a chord that bears South 06° 44' 52" West, 175.98 feet to a point for corner on the northwesterly line of the aforementioned 80-foot wide easement;

Thence, South 16° 43' 58" West, along the northwesterly line of said 80-foot wide easement, 614.67 feet to the POINT OF BEGINNING and containing 19.945 acres (868,789 square feet) of land;

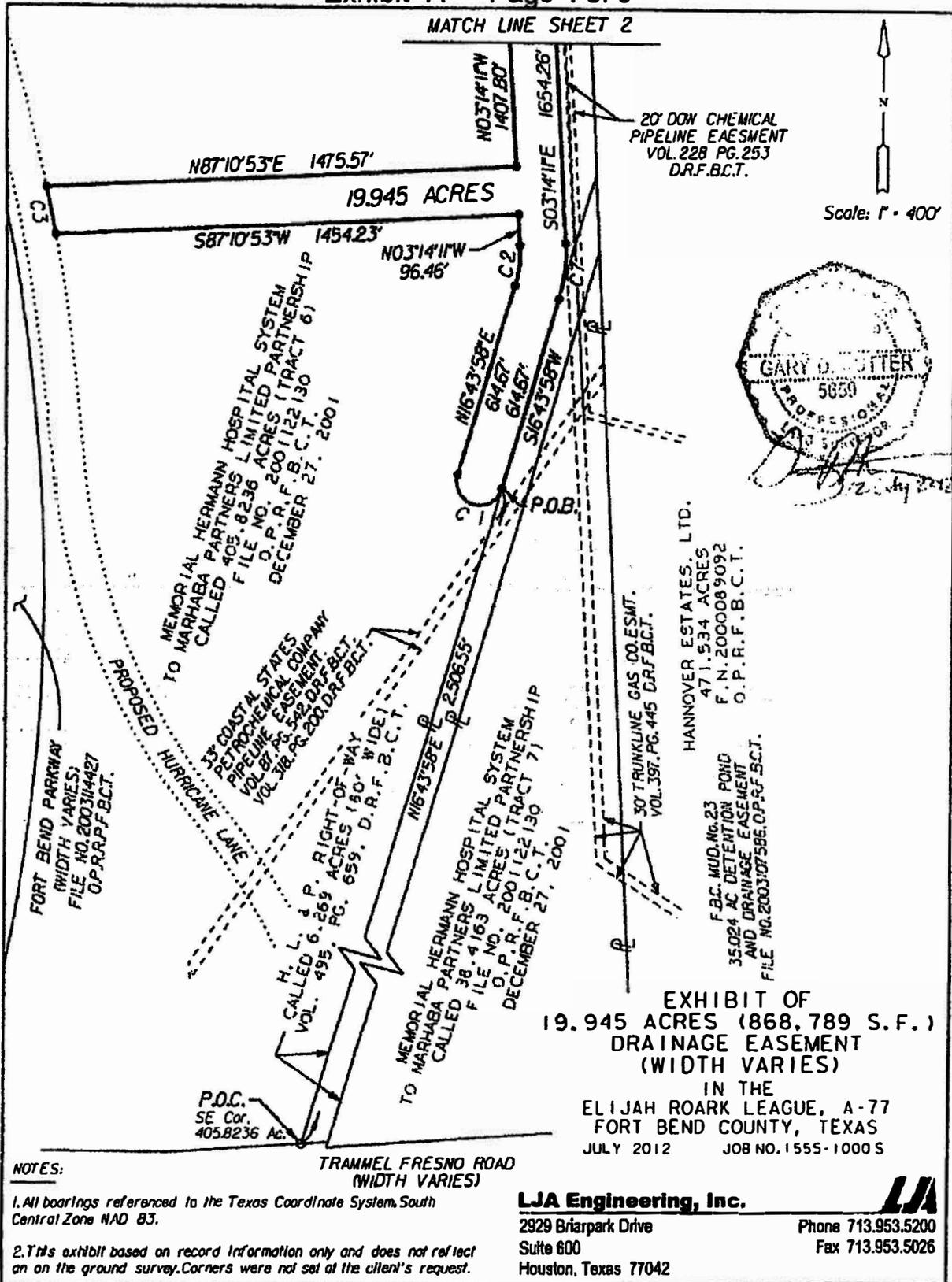
This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.



Gary D. Nutter  
Registered Professional Land Surveyor,  
Texas Registration Number 5659  
LJA Engineering, Inc.



Exhibit "A" - Page 4 of 5



**NOTES:**

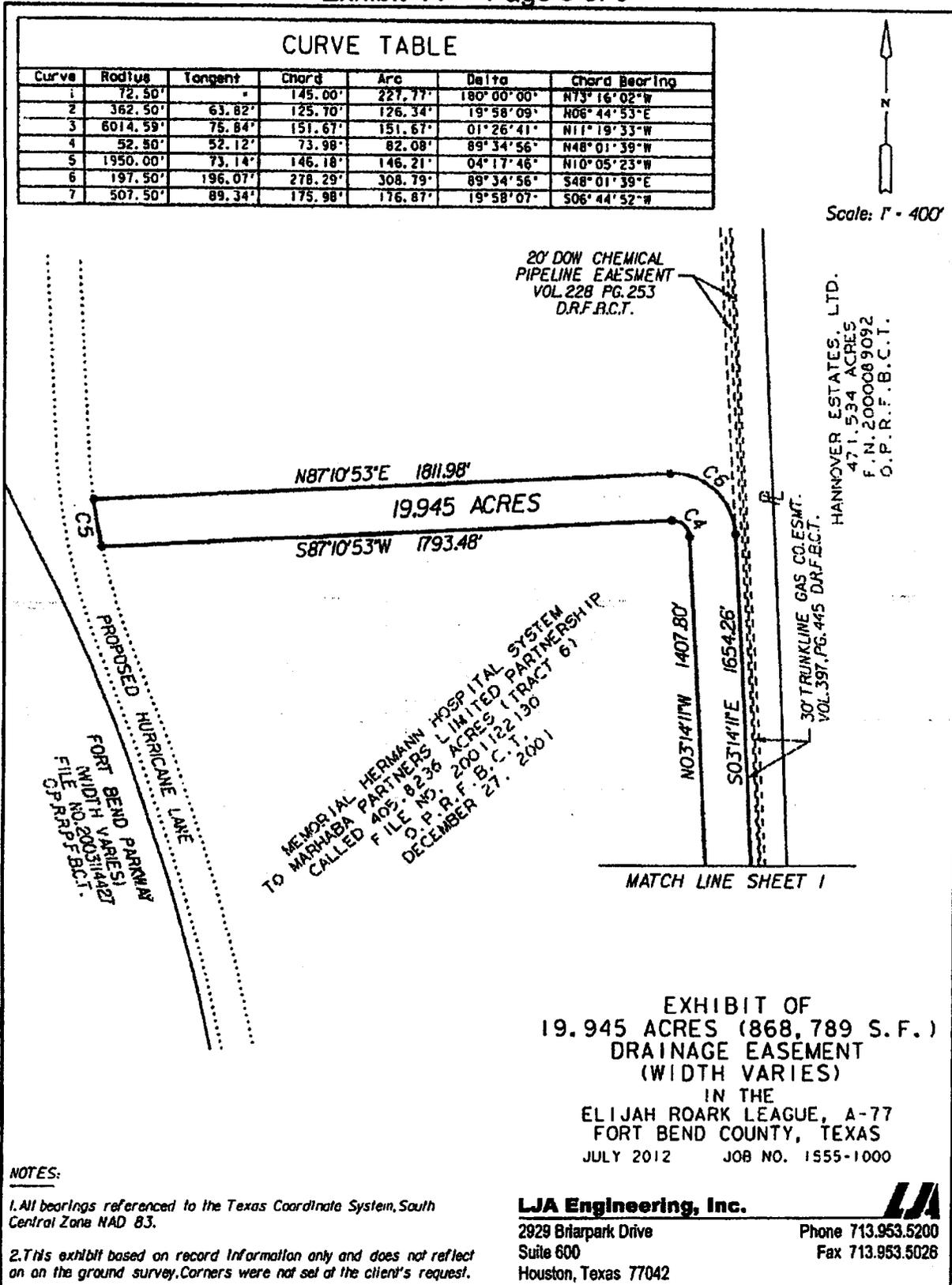
- All bearings referenced to the Texas Coordinate System, South Central Zone NAD 83.
- This exhibit based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

**LJA Engineering, Inc.**  
2929 Briarpark Drive  
Suite 600  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026

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7/12/2012

Exhibit "A" - Page 5 of 5



**DRAINAGE EASEMENT  
(23.44 Acres)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**THE STATE OF TEXAS                   §  
  §           KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND           §**

THAT **FLC PARKWAY LP**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto the **CITY OF MISSOURI CITY**, a Texas home-rule municipality, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, protection, inspection, modification, replacement, removal and operation of drainage facilities, including, without limitation, drainage improvements, channels, structures and ditches, as well as all related connections and appurtenances thereto (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 23.44 acres, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction,

installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the Easement Tract for any and all purposes; provided, however, Grantor's use and enjoyment of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, unless otherwise expressly provided herein, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Notwithstanding anything in this instrument to the contrary, Grantor specifically reserves the right to construct or install the following within the Easement Tract: (A) pavement upon the surface of the Easement Tract, so long as (i) the location of same crosses the Easement Tract and is perpendicular (and not parallel) to the Facilities, and (ii) Grantor shall add expansion joints to any such pavement over the Facilities at Grantee's discretion; and (B) utility lines for dry utilities and all related connections and appurtenances (both surface and underground), so long as the location of same crosses the Easement Tract, is perpendicular (and not parallel) to the Facilities, is at a depth (with respect to any such underground utility lines for dry utilities) so as not to interfere with the Facilities, and such utility lines comport with Grantee's Public Infrastructure Design Standards (collectively, the "Permitted Improvements"). The Permitted Improvements shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance or repair of same. Further, Grantor shall be responsible for maintaining all such Permitted

Improvements, at its sole cost and expense, and shall keep the same in good condition and repair.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor. The individual signing this

instrument on behalf of Grantee represents that he/she has the requisite authority to bind Grantee.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 1522 Texas Parkway, Missouri City, Texas 77489.

*[Signature pages follow this page.]*

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

**GRANTOR:**

**FLC PARKWAY LP,**  
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Name: Rocky Lai  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FLC PARKWAY LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

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

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

**GRANTEE:**

**CITY OF MISSOURI CITY,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: Yolanda Ford  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: Maria Jackson  
Title: City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Yolanda Ford, Mayor, and Maria Jackson, City Secretary of the CITY OF MISSOURI CITY, a Texas home-rule municipality, on behalf of said home-rule municipality.

(NOTARY SEAL)

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

**Attachments:**

Consent of Lienholder (Ft Bend Parkway-34, LP)

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

**CONSENT OF LIENHOLDER**  
*(Ft Bend Parkway-34, LP)*

**FT BEND PARKWAY-34, LP**, a Texas limited partnership, being the owner and holder of certain liens or other security interests (the "Security Interests") filed against the real property described in **Exhibit A** and shown on **Exhibit B**, both attached hereto (the "Easement Tract"), hereby:

- (a) Consents to the conveyance of the Drainage Easement to City of Missouri City (the "City") across, along, under, over, upon, and through the Easement Tract;
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Drainage Easement; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the City created under the Drainage Easement.

EXECUTED on the date set forth in the acknowledgment below, but EFFECTIVE as of the date of Grantor's execution of the Drainage Easement.

**FT BEND PARKWAY-34, LP**,  
a Texas limited partnership

By: Rocky Lai & Associates, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Name: Rocky Lai  
Title: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Rocky Lai, President of Rocky Lai & Associates, Inc., a Texas corporation, General Partner of FT BEND PARKWAY-34, LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)

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

August 19, 2020  
Job No. 2088-6002

DESCRIPTION OF  
23.44 ACRE  
DRAINAGE EASEMENT

Being a 23.44 acre tract of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, being a portion of that certain called 152.586 acre tract (Tract 1) and that certain called 116.302 acre tract (Tract 2) conveyed to FLC Parkway LP by an instrument of record under File Number 2014029789 and corrected in File Number 2014050617, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 23.44 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southwest corner of Reserve "C" of Fort Bend Parkway Business Park Phase 1, a subdivision of record under Plat Number 20190105 of the Plat Records of said Fort Bend County, Texas (F.B.C.P.R.) and on the east right-of-way line of Hurricane Lane (100 feet wide) as shown on said Fort Bend Parkway Business Park Phase 1;

Thence, North 87° 10' 53" East, departing the east right-of-line of said Hurricane Lane, along the south line of said Reserve "C", passing at 85.00 feet a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southeast corner of said Reserve "C", continuing for a total distance of 136.73 feet to a point for corner, the beginning of a curve;

Thence, 668.90 feet along the arc of a non-tangent curve to the right, having a radius of 6,149.59 feet, a central angle of 06° 13' 56", and a chord which bears South 08° 43' 40" East, 668.57 feet to a point for corner;

Thence, South 05° 36' 42" East, 200.00 feet to a point for corner, the beginning of a curve;

Thence, 49.65 feet along the arc of a tangent curve to the left, having a radius of 1815.00 feet, a central angle of 01° 34' 03", and a chord which bears South 06° 23' 44" East, 49.65 feet to a point for corner;

23.44 Acres

August 19, 2020  
Job No. 2088-6002

Thence, North  $86^{\circ} 58' 34''$  East, 1,046.25 feet to a point for corner;

Thence, North  $16^{\circ} 43' 58''$  East, 573.23 feet to a point for corner, the beginning of a curve;

Thence, 126.34 feet along the arc of a tangent curve to the left, having a radius of 362.50 feet, a central angle of  $19^{\circ} 58' 09''$ , and a chord which bears North  $06^{\circ} 44' 53''$  East, 125.70 feet to a point for corner;

Thence, North  $03^{\circ} 14' 11''$  West, 1,654.26 feet to a point for corner, the beginning of a curve;

Thence, 82.08 feet along the arc of a tangent curve to the left, having a radius of 52.50 feet, a central angle of  $89^{\circ} 34' 56''$ , and a chord which bears North  $48^{\circ} 01' 39''$  West, 73.98 feet

Thence, South  $87^{\circ} 10' 53''$  West, 1,793.48 feet to a point for corner on the east right-of-way line of the Hurricane Lane as described in that certain called 15.307 acre tract (Part Two) conveyed to City of Missouri City by an instrument of record under File Number 2015102991, F.B.C.O.P.R.;

Thence, along said east right-of-way line and 146.21 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of  $04^{\circ} 17' 46''$ , and a chord which bears North  $10^{\circ} 05' 23''$  West, 146.18 feet to a point for corner;

Thence, North  $87^{\circ} 10' 53''$  East, departing said east right-of-way line, 2,008.04 feet to a point for corner;

Thence, South  $03^{\circ} 14' 11''$  East, 1,850.33 feet to a point for corner, the beginning of a curve;

23.44 Acres

August 19, 2020  
Job No. 2088-6002

Thence, 176.88 feet along the arc of a tangent curve to the right, having a radius of 507.50 feet, a central angle of  $19^{\circ} 58' 09''$ , and a chord which bears South  $06^{\circ} 44' 53''$  West, 175.98 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set in east line of the aforementioned 152.586 acre tract, common to the northwest line of that certain called 6.269 acre H.L. & P. right-of-way (80 feet wide) as described in Volume 495, Page 659, F.B.C.D.R.;

Thence, South  $16^{\circ} 43' 58''$  West, along the common line of said 152.586 acre tract and said 6.269 acre Houston Lighting & Power Company right-of-way, 733.66 feet to a point for corner;

Thence, South  $86^{\circ} 58' 34''$  West, departing said common line, 1,239.87 feet to a point for corner on the east right-of-way line of the aforementioned Hurricane Lane as shown on said Fort Bend Parkway Business Park Phase 1, the beginning of a curve;

Thence, along the east right-of-way line of said Hurricane Lane the following three (3) courses:

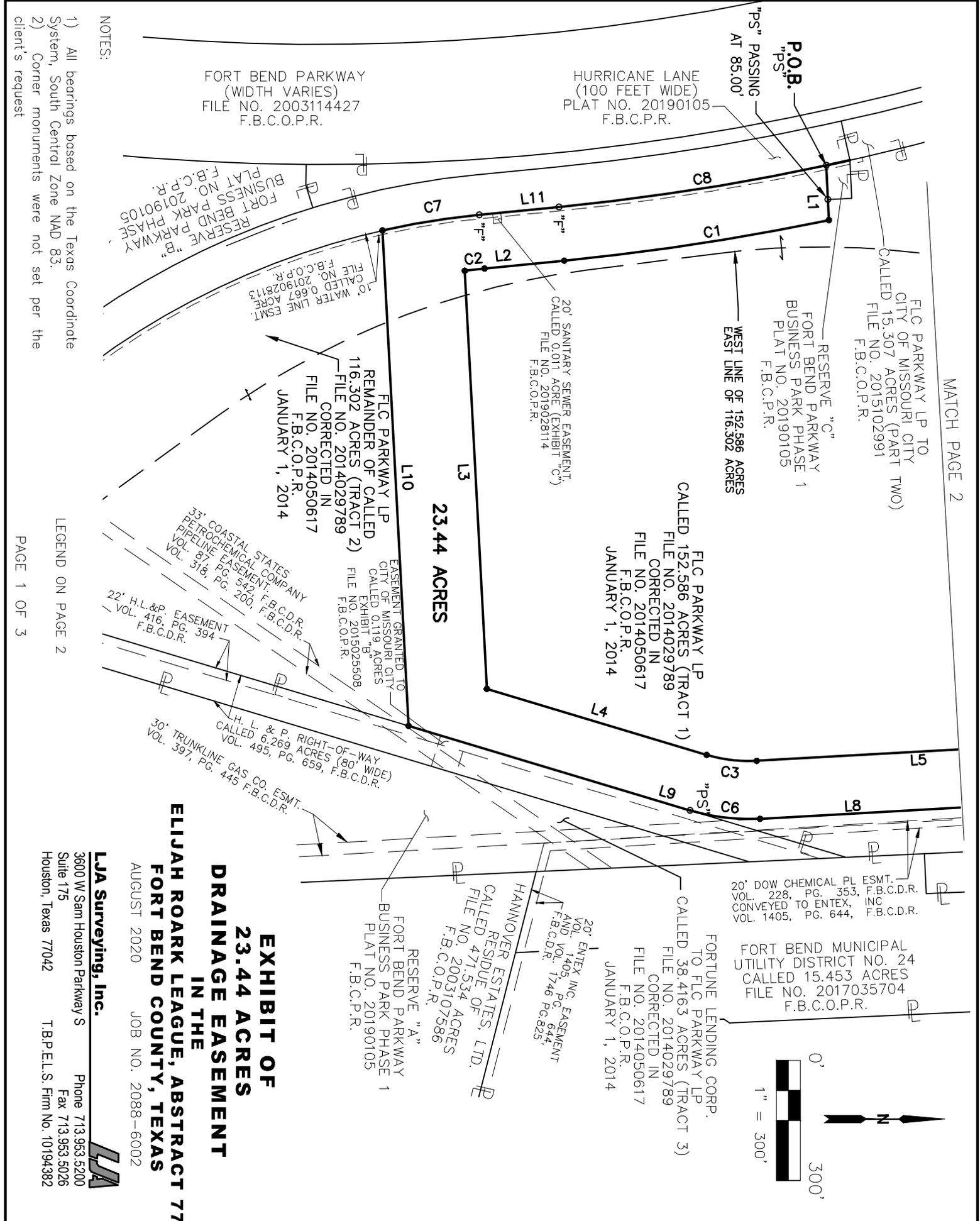
1. 245.06 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of  $07^{\circ} 12' 02''$ , and a chord which bears North  $09^{\circ} 12' 43''$  West, 244.90 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;
2. North  $05^{\circ} 36' 42''$  West, 200.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;
3. 675.67 feet along the arc of a tangent curve to the left, having a radius of 6,014.59 feet, a central angle of  $06^{\circ} 26' 11''$ , and a chord which bears North  $08^{\circ} 49' 48''$  West, 675.31 feet to the POINT OF BEGINNING and containing 23.44 acres of land.

Corners were set by the client's request.



LJA Surveying, Inc.

I:\Projdsk1\SURVEY\2088\6002\CAD\23.44 ac drainage ditch survey templete.dwg 8/26/2020



- NOTES:
- 1) All bearings based on the Texas Coordinate System, South Central Zone NAD 83.
  - 2) Corner monuments were not set per the client's request

LEGEND ON PAGE 2  
PAGE 1 OF 3

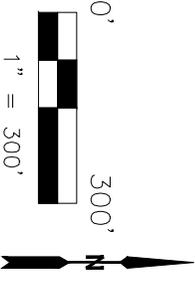
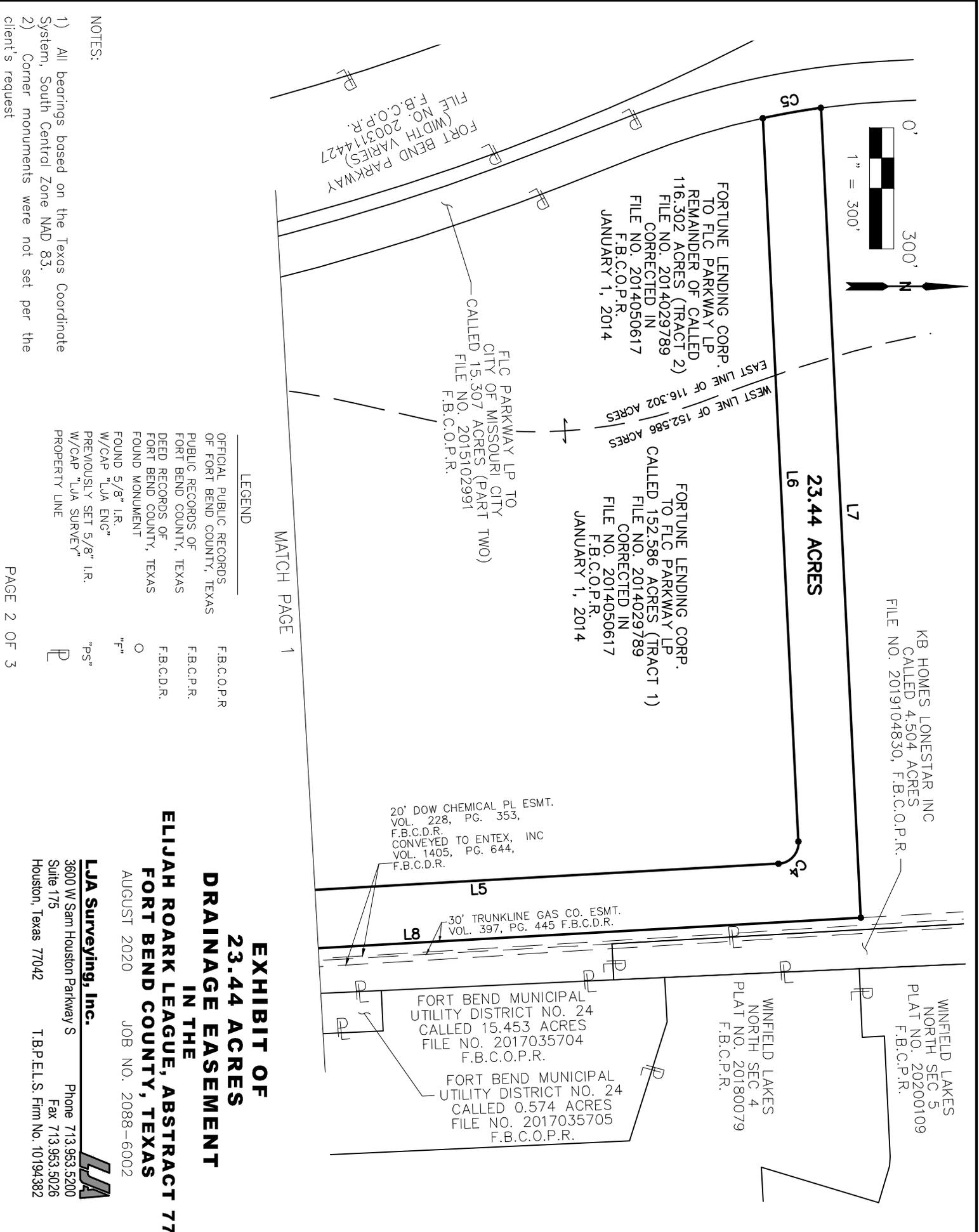
**EXHIBIT OF  
23.44 ACRES  
DRAINAGE EASEMENT  
IN THE  
ELIJAH ROARK LEAGUE, ABSTRACT 77  
FORT BEND COUNTY, TEXAS**

**LJA Surveying, Inc.**  
3600 W Sam Houston Parkway S  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.E.L.S. Firm No. 10194382



AUGUST 2020  
JOB NO. 2088-6002



- NOTES:
- 1) All bearings based on the Texas Coordinate System, South Central Zone NAD 83.
  - 2) Corner monuments were not set per the client's request

LEGEND

OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.O.P.R.
PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.P.R.
DEED RECORDS OF FORT BEND COUNTY, TEXAS	F.B.C.D.R.
FOUND MONUMENT	○
FOUND 5/8" I.R.	"f"
W/CAP "LJA ENG"	"ps"
PREVIOUSLY SET 5/8" I.R. W/CAP "LJA SURVEY"	"P"
PROPERTY LINE	

**EXHIBIT OF  
23.44 ACRES  
DRAINAGE EASEMENT  
IN THE  
ELIJAH ROARK LEAGUE, ABSTRACT 77  
FORT BEND COUNTY, TEXAS**

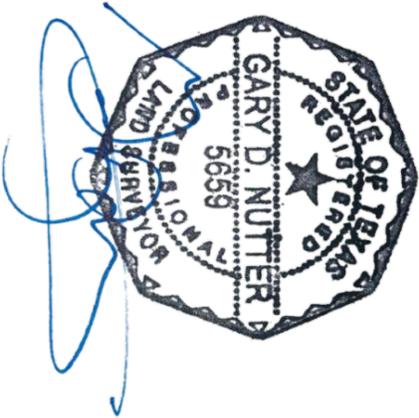
AUGUST 2020 JOB NO. 2088-6002

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Houston, Texas 77042

Phone 713.953.5200  
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T.B.P.E.L.S. Firm No. 10194382

LINE BEARING	DISTANCE
L1 N 87°10'53" E	136.73'
L2 S 05°36'42" E	200.00'
L3 N 86°58'34" E	1046.25'
L4 N 16°43'58" E	573.23'
L5 N 03°14'11" W	1654.26'
L6 S 87°10'53" W	1793.48'
L7 N 87°10'53" E	2008.04'
L8 S 03°14'11" E	1850.33'
L9 S 16°43'58" W	733.66'
L10 S 86°58'34" W	1239.87'
L11 N 05°36'42" W	200.00'

CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 6149.59'	668.90'	668.57'	S 08°43'40" E	06°13'56"
C2 1815.00'	49.65'	49.65'	S 06°23'44" E	01°34'03"
C3 362.50'	126.34'	125.70'	N 06°44'53" E	19°58'09"
C4 52.50'	82.08'	73.98'	N 48°01'39" W	89°34'56"
C5 1950.00'	146.21'	146.18'	N 10°05'23" W	04°17'46"
C6 507.50'	176.88'	175.98'	S 06°44'53" W	19°58'09"
C7 1950.00'	245.06'	244.90'	N 09°12'43" W	07°12'02"
C8 6014.59'	675.67'	675.31'	N 08°49'48" W	06°26'11"



NOTES:

- 1) All bearings based on the Texas Coordinate System, South Central Zone NAD 83.
- 2) Corner monuments were not set per the client's request

**EXHIBIT OF  
23.44 ACRES  
DRAINAGE EASEMENT  
IN THE  
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**Council Agenda Item  
October 19, 2020**

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 7(b)(1) Public Hearing to receive comments for or against the Public hearing on PY 2019 Annual Action Plan Amendment, CDBG-CV and to consider approval subject to further public input. (Proposed presenter: Community Development Coordinator Ami Moore)  
**Submitted by:** Ami Moore, Community Development Coordinator

### SYNOPSIS

Public hearing to receive comments for or against the proposed Program Year 2019 Annual Action Plan Amendment, CDBG-CV, and authorize approval of the Action Plan subject to further input from public comments as recommended.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

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

### BACKGROUND

On April 2, 2020, the City of Missouri City received notification of a special allocation to the City's U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) funds that will be used to *prevent, prepare for, and respond to the coronavirus (COVID-19)*. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act will provide \$428,210 (\$253,694-CDBG-CV3, 3<sup>rd</sup> Round; \$174,516-2<sup>nd</sup> Round) in Community Development Block Grant Coronavirus (CDBG-CV) funds to Missouri City. Similar to CDBG funding, CDBG-CV funds are to be used for activities that support the unique needs of low- and moderate-income persons who have been affected by COVID-19. It is important to note that some standard requirements have been adjusted for this special allocation e.g. there are no percentage caps for the distribution of CDBG-CV funding between different categories.

### CDBG-CV Program Background

The national objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons. CDBG goals include:

1. Improving the urban environment in low- and moderate-income areas;
2. Eliminating blighting influences and the deterioration of property, neighborhoods and public facilities in low- and moderate-income areas; and
3. Ensuring decent, safe, sanitary housing for low- and moderate-income residents.

Eligible CDBG-CV activities must comply with the general CDBG national objective and goals, while addressing needs that are directly related to the effects of COVID-19.

The Community Development Advisory Committee (CDAC), upon recommendation of staff is recommending the following proposed activities to be carried out with CDBG-CV funds include:

1. \$100,000 grant distribution on a qualifying basis:
  - a) emergency rent assistance for up to 3 consecutive months to approximately 45 low- to moderate-income renters who have been economically affected by COVID-19
2. \$100,000 grant distribution on a qualifying basis:
  - a) in emergency utility assistance for up to 3 consecutive months to approximately 45 low- to moderate-income households who have been economically affected by COVID-19
3. \$228,210 grant distribution on a qualifying basis:
  - a) In Small Business Mortgage and lease assistance.

**BUDGET ANALYSIS**

Funding for the programs will be available from PY-19 (Fiscal Year 2021) CDBG allocation to the City. A budget amendment will be forthcoming.

**Purchasing Review: N/A**

**Financial/Budget Review:** *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

**SUPPORTING MATERIALS**

1. Power Point Presentation
2. Draft CDAC Meeting Minutes- October 1, 2020
3. HUD Allocation Letter
4. Draft PY2019 Annual Action Plan CARES Act Amendment

**STAFF'S RECOMMENDATION**

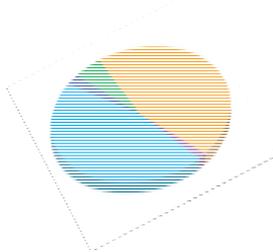
Staff recommends that City Council conduct the public hearing to receive public input for the proposed PY 19 Annual Action Plan Amendment and consider approval of the CDBG-CV funding allocations activities, and forward public comments received to HUD for final approval.

**Director Approval:**                    **Otis T. Spriggs, AICP**

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

# COMMUNITY DEVELOPMENT BLOCK GRANT PY 2019 ACTION PLAN CARES Act Amendment

By: Ami Moore  
Community Development Coordinator



## PROGRAM YEAR 2019

- ❖ Funding for Program Year 2019: **\$284,700**
- ❖ CARES Act Funding Allocation: **\$423,21**





Building Better Neighborhoods

On April 2, 2020, the City of Missouri City received notification of a special allocation to the City's U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) funds that will be used to **prevent, prepare for, and respond to the coronavirus (COVID-19).**

This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.



Building Better Neighborhoods

The CARES Act will provide **\$428,210** (\$253,694-CDBG-CV3, 3rd Round; \$174,516-2nd Round) in Community Development Block Grant Coronavirus (CDBG-CV) funds to Missouri City. Similar to CDBG funding, CDBG-CV funds are to be used for activities that support the unique needs of low- and moderate-income persons who have been affected by COVID-19. It is important to note that some standard requirements have been adjusted for this special allocation e.g. there are no percentage caps for the distribution of CDBG-CV funding between different categories.



## CDBG

The following proposed activities are to be carried out with CDBG-CV funds as recommended by the Community Development Advisory Committee (CDAC) on October 1, 2020:

1. **\$100,000 grant distribution on a qualifying basis emergency for rent assistance** for up to 3 consecutive months to approximately 45 low- to moderate-income renters who have been economically affected by COVID-19
2. **\$100,000 grant distribution on a qualifying basis for emergency utility assistance** for up to 3 consecutive months to approximately 45 low- to moderate-income households who have been economically affected by COVID-19
3. **\$228,210 grant distribution on a qualifying basis for Small Business Mortgage and lease assistance.**

(Max. 10% of the allocation will be dedicated to administrative activities)



## HUD NATIONAL OBJECTIVES



CDBG funded activities must meet one of the following national objectives:

- Benefit low/moderate income individuals
- Prevent or eliminate slums and blight
- Meet an urgent community need



**Rental, Mortgage and Utility (RMU) Assistance Program- 80% Average Med. Income will be used for CDBG funding only.**

**Missouri City Facts:**

- Median Household Income for Missouri City: 90,335 (Estimates as of July 1, 2019) Source US Census
- Houston-Sugar Land Baytown Unemployment Rates: 9.4% ( July 2020) Source: Bureau of Labor Statistics
- **80% Median Income Levels ( Source: HUD ) This number is based on Houston MSA Rates for the region**
- 120% Median Income for Missouri City Income Level (\$90,335.00): \$108,402 – SOURCE??

80% Average Median Income	Persons in Family							
	1	2	3	4	5	6	7	8
Annual Limit	\$ 44,150	\$ 50,450	\$ 56,750	\$ 63,050	\$ 68,100	\$ 73,150	\$ 78,200	\$ 83,250
Monthly Limit	\$ 3,679	\$ 4,204	\$ 4,729	\$ 5,254	\$ 5,675	\$ 6,096	\$ 6,517	\$ 6,938

**120% Average Median Income Based on HUD 80 % and calculated to 120%**

	Persons in Family							
	1	2	3	4	5	6	7	8
Annual Income	\$ 61,810	\$ 70,630	\$ 79,450	\$ 88,270	\$ 95,340	\$ 102,410	\$ 109,480	\$ 116,550
Monthly	\$ 5,151	\$ 5,886	\$ 6,621	\$ 7,356	\$ 7,945	\$ 8,534	\$ 9,123	\$ 9,713



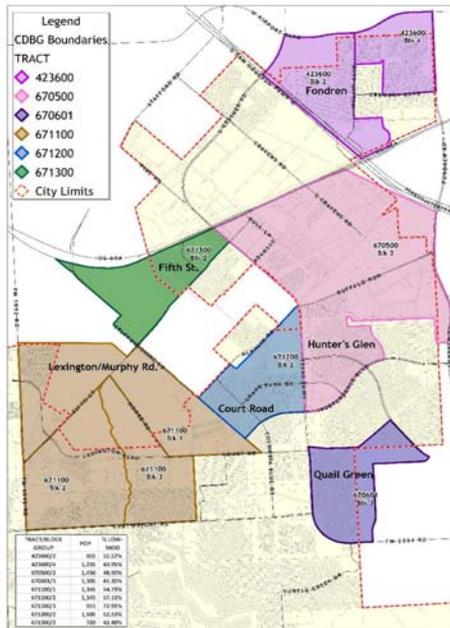
**Rental, Mortgage and Utility (RMU) Assistance Program- 80% Average Med. Income will be used for CDBG funding only.**

MISSOURI CITY COMMUNITY DEVELOPMENT BLOCK GRANT FY 2020 ADJUSTED INCOME LIMITS (\$)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
EXTREMELY LOW (0-30%)	16,600	18,950	21,300	23,650	25,550	27,450	29,350	31,250
VERY LOW INCOME (31-50%)	27,600	31,550	35,500	39,400	42,600	45,750	48,900	52,050
LOW INCOME (51-80%) (Above 80% ineligible)	44,150	50,450	56,750	63,050	68,100	73,150	78,200	83,250



# CDBG TARGET AREA MAP

- Fondren: CT 4236.02; 4236.04;
- Hunter's Glen: CT 6705.02;
- Fifth St.: CT 6713.02;
- Quail Green: CT 670601.03
- Court Road: CT 6712.02
- Lexington/Murphy Road: CT 6711.01; 6711.02; 6711.03



## August 20, 2020

Submit 2019 Annual Action Plan Amendment to HUD

- ❖ Include Public Comments Received  
*(5-day period required/public hearing)*
- ❖ Citizen Participation Plan
- ❖ Reimbursements will be drawn from HUD/IDIS immediately after AAP amendment is approved.
- ❖ MCTX has 6 years to expend funding.







**COMMUNITY DEVELOPMENT ADVISORY COMMITTEE  
MEETING MINUTES**

**October 1, 2020, 6:00 PM**

The Community Development Advisory Committee met virtually on July 16, 2020 at 6:00 PM on Zoom Conference, Planning Conference Room of the Development Services Building (between City Hall and the Community Center), 1522 Texas Parkway, Missouri City, Texas with the following in attendance on Zoom conference:

- Monica Rasmus, Committee Chairperson
- Chris Preston, Mayor Pro Tem, Committee member
- Jeffrey Boney, Council member : Committee member
- Angie Young, Committee member
- Cheryl Sterling, Council member : Committee member
- Zelia Brown, Committee member

Absent was Committee Member Bertha Eugene

Also in attendance were City staff representatives: James Santangelo, Assistant City Attorney/Prosecutor; Otis Spriggs, Development Services Director; Egima Edwards, Planning, CDBG Coordinator Ami Moore.

**1. Roll call:**

Vice Chair Monica Rasmus called the meeting to order at 6:06 P.M.

**2. APPROVAL OF THE JULY 16, 2020 MEETING MINUTES:**

Vice Chair Monica Rasmus introduced the July 9, 2020 minutes for the Community Development Advisory Committee for additions or corrections.

**Motion:**

A motion was made by Council Member Jeffrey Boney to approve the minutes for July 16, 2020; the motion was seconded by Committee Member Angie Young.

**The vote was as follows:**

**Ayes:** Council member Sterling; Mayor Pro Tem Preston; Committee member Young; Councilmember Boney; Chairperson Rasmus; Committee Member Brown

Motion Carried.

**3. Updates on the Housing Rehabilitation Program.**

Otis Spriggs gave an update as to where the Housing Rehabilitation program stands and plans to move forward now that we have protocols in place for COVID-19.

**4. Community Development Block Grant (CDBG) Program Action Plan Process:**

**a. Program Year 2019 Action Plan amendment:** CDBG COVID-19 Coronavirus Aid, Relief, and Economic Security (CARES) Act

- i. Staff recommended to mirror the Cities CARES funding guidelines through Council
- ii. After review of the CDBG-CV funding action plan amendment a motion was made by Council Member Boney to allocate \$100,000 to Rental assistance, \$100,000 to Utility assistance, and \$228,210 to Small Business Assistance.

**Motion:**

Council Member Boney made a motion to approve the CDBG-CV funding as recommended Motion was Seconded by Committee Member Brown.

**The vote was as follows:**

**Ayes:** Councilmember Sterling; Mayor Pro Tem Preston; Committee member Young  
Council member Boney; Chairperson Rasmus; Committee Member Brown

Motion Carried.

**b. Program Year 2020 Action Plan:**

- i. Discussion of low application rates for Scholarship. Recommended to extend to Spring Semester and reach out to Foundations at local colleges.
- ii. No recommendations were made for changes to the proposed PY2020 Action Plan.

**Motion:**

Council Member Boney made a motion to approve the PY 2020 Action Plan as recommended Motion was seconded by Council Member Sterling.

**The vote was as follows:**

**Ayes:** Councilmember Sterling; Mayor Pro Tem Preston; Committee member Young  
Council member Boney; Chairperson Rasmus; Committee Member Brown

Motion Carried.

5. Project Updates: Advised staff would have representative from Code enforcement for updates at next CDAC meeting.

6. Public Comment: There were none.

**8. Adjourn.**

Chair adjourned the meeting at 6:50 p.m.

---

Monica Rasmus, Chairperson



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

September 11, 2020

The Honorable Yolanda Ford  
Mayor of Missouri City  
1522 Texas Parkway  
Missouri City, TX 77489-2170

Dear Mayor Ford:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$253,694. Your cumulative amount for all allocation rounds is \$428,210.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "John Gibbs", written in a cursive style.

John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development



**MISSOURI CITY**

**T E X A S**

*the show me city*

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10/13/2020 2:52:02 PM

**PY 2019**  
**ANNUAL ACTION PLAN-CARES ACT**  
**AMENDMENT**

**The U. S. Department of  
Housing and Urban Development's  
Community Development Block Grant Program (CDBG)**

**1<sup>st</sup> Program Year of the  
2019-2023 Consolidated Plan**

**City of Missouri City, Texas**  
**DUNS 083582882**

**Yolanda Ford, Mayor**

**Vashaundra Edwards, At Large Pos. 1**

**Chris Preston, Mayor Pro Tem, At Large Pos. 2**

**Cheryl Sterling, District A**

**Jeffrey Boney, District B**

**Anthony Maroulis, District C**

**Floyd Emery, District D**

**Odis Jones, City Manager**

**October 19, 2020**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

On April 2, 2020, the City of Missouri City received notification of a special allocation to the City's U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) funds that will be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act will provide \$428,210 (\$253,694-CDBG-CV3, 3rd Round; \$174,516-2nd Round) in Community Development Block Grant Coronavirus (CDBG-CV) funds to Missouri City. Similar to CDBG funding, CDBG-CV funds are to be used for activities that support the unique needs of low- and moderate-income persons who have been affected by COVID-19. It is important to note that some standard requirements have been adjusted for this special allocation e.g. there are no percentage caps for the distribution of CDBG-CV funding between different

categories.

The CDBG and CDBG-CV program activities and projects must meet one of the three National Objectives:

- Benefit low to moderate income persons
- Aid in the prevention of slum and blight; or
- Meet an urgent community need (Disaster Relief)

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	284,700	0	273,732	558,432	273,732	Funds will be used for public infrastructure, code enforcement, housing rehabilitation, parks improvements, possible facility improvements, and public services.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Admin and Planning Economic Development Housing Other	428,210	0	0	428,210	0	The purpose of this PY2019 Action Plan Amendment is to include CARES Act Funding resources and activities.

Table 1 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The CDBG Funds will leverage City General Fund and Bond Fund dollars for all infrastructure, parks and facilities projects. CDBG funds will be used to fund the cost of sidewalks and access ways approximately of the costs of parks improvements in CDBG Target Areas.

The housing rehabilitation program is leveraged with the contracted nonprofits providing approximately 75 cents to 1 dollar of additional resources for every dollar of CDBG funds expended. The leveraged funds are from private foundation and individual donations and private corporate grants.

The public service subrecipients provide approximately \$1.50 of additional resources for every dollar of CDBG funds expended. This leverage comes in the form of administrative and operating costs and direct costs to match CDBG dollars per client. The sources of the funds are private individual donations, foundations and corporate donations. Meals on Wheels receives Area Agency on Aging and FEMA funds for the provision of meals and services to the elderly. Child Advocates receives CPS and other state and federal funds for the provision of services to abused and neglected children.

CARES Act allocation funds have been authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the purpose of

*preventing, preparing for, and responding to the coronavirus (COVID-19).*

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City's parks will be used to address the recreational needs identified in the plan. These parks include:

- Sta-mo Park -- 28.6 acre located at 1917 Moore Rd
- Buffalo Run -- 95 acres located at 1122 Buffalo Run Blvd
- Hunter's Glen -- 17.58 acres located at 1340 Independence
- Hunter's Trail -- trails with trailhead located at 1299 Mimosa
- McLain -- 0.7 acres with tennis courts located at 12039 McLain

McLain Park is located in the Fondren Park Target Area and the others are in the Hunter's Glen Target Area.

Cangelosi Watershed detention pond, begun with PY 2012 funding and to continue with non-CDBG funds is located in the Hunter's Glen Target Area.

CARES Act allocation funds will be used for qualifying homeowners and business owners within the City limits of Missouri City.

**Discussion**

The City is committed to using CDBG dollars as leverage for other public and private funds to ensure the sustainability of low- to moderate-income neighborhoods and residents. All of the funded nonprofits providing public services and housing rehabilitation match the CDBG funds with funding from other sources to expand the number of persons served and the level of service provided.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation & Minor Paint Program	2013	2017	Affordable Housing	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Housing Rehabilitation	CDBG: \$105,518	Homeowner Housing Rehabilitated: 13 Household Housing Unit
3	Parks Improvements	2019	2023	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Parks Improvements	CDBG: \$25,921	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 3000 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Services to Neglected or Abused Children	2013	2014	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Services to Neglected or Abused Children	CDBG: \$10,500	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
6	Post Secondary Scholarships	2013	2017	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Educational Services	CDBG: \$11,205	Public service activities other than Low/Moderate Income Housing Benefit: 8 Persons Assisted
8	Meals on Wheels	2013	2017	Non-Homeless Special Needs Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Senior Services	CDBG: \$10,500	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
10	Code Enforcement	2013	2017	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Code Enforcement	CDBG: \$51,537	Housing Code Enforcement/Foreclosed Property Care: 500 Household Housing Unit Other: 500 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Fair Housing	2019	2023	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Fair Housing	CDBG: \$1,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
13	First-time Home Owner Assistance	2019	2023		Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	First Time Home Buying Assistance	CDBG: \$27,000	Public service activities for Low/Moderate Income Housing Benefit: 3 Households Assisted
14	Social Service Related Assistance	2019	2023				CDBG-CV CARES Act: \$428,210	Tenant-based rental assistance / Rapid Rehousing: 45 Households Assisted Homelessness Prevention: 10 Persons Assisted Businesses assisted: 45 Businesses Assisted

Table 2 – Goals Summary

## Goal Descriptions

1	<b>Goal Name</b>	Housing Rehabilitation & Minor Paint Program
	<b>Goal Description</b>	CDBG funds of \$95,518 will provide minor to moderate rehabilitation to 10 owner-occupied home, in addition to \$11,000 provide 4 residents with exterior painting improvement of low- to moderate-income.
3	<b>Goal Name</b>	Parks Improvements
	<b>Goal Description</b>	Hunters Glen Park Trail will provide public park improvements within city limits to benefit 3000 persons.
5	<b>Goal Name</b>	Services to Neglected or Abused Children
	<b>Goal Description</b>	Child Advocates of Fort Bend will provide forensic interviews of and counseling to victims of child abuse and/or neglect.
6	<b>Goal Name</b>	Post Secondary Scholarships
	<b>Goal Description</b>	The City will provide scholarships to up to 8-10 high school graduates or students enrolled in college or trade school. A scholarship review committee has been established to review the applications and determine eligibility and rankings.
8	<b>Goal Name</b>	Meals on Wheels
	<b>Goal Description</b>	Fort Bend Seniors will provide hot home-delivered meals to home-bound seniors.
10	<b>Goal Name</b>	Code Enforcement
	<b>Goal Description</b>	The City will continue to assign a code enforcement officer to survey, inspect, and cite properties in the CDBG Target Areas and to represent the City in any legal proceedings and interactions with the property owners who fail to comply.
12	<b>Goal Name</b>	Fair Housing
	<b>Goal Description</b>	Program will affirmatively further Fair Housing by offering educational opportunities to low-to-moderate income persons.
13	<b>Goal Name</b>	First-time Home Owner Assistance
	<b>Goal Description</b>	CDBG Program to offer first time home buyers program to eligible residents in the form of a 5-year forgivable loan not to exceed 5% of the sales price.

14	<b>Goal Name</b>	Social Service Related Assistance
	<b>Goal Description</b>	<p>On April 2, 2020, the City of Missouri City received notification of a special allocation to the City’s U.S. Department of Housing and Urban Development’s Community Development Block Grant (CDBG) funds that will be used to <i>prevent, prepare for, and respond to the coronavirus (COVID-19)</i>. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.</p> <p>The CARES Act will provide \$428,210 (\$253,694-CDBG-CV3, 3rd Round; \$174,516-2nd Round) in Community Development Block Grant Coronavirus (CDBG-CV) funds to Missouri City. Similar to CDBG funding, CDBG-CV funds are to be used for activities that support the unique needs of low- and moderate-income persons who have been affected by COVID-19. It is important to note that some standard requirements have been adjusted for this special allocation e.g. there are no percentage caps for the distribution of CDBG-CV funding between different categories.</p> <p>The following proposed activities are to be carried out with CDBG-CV funds:</p> <ol style="list-style-type: none"> <li>1. \$100,000 grant distribution on a qualifying basis:emergency rent assistance for up to 3 consecutive months to approximately 45 low- to moderate-income renters who have been economically affected by COVID-19</li> <li>2. \$100,000 grant distribution on a qualifying basis:in emergency utility assistance for up to 3 consecutive months to approximately 45 low- to moderate-income households who have been economically affected by COVID-19</li> <li>3. \$228,210 grant distribution on a qualifying basis:In Small Business Mortgage and lease assistance.</li> </ol>

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City will fund 12 projects plus program administration as follows:

### Projects

#	Project Name
1	Code Enforcement
2	Housing Rehabilitation
3	Scholarships
4	Child Advocates
5	Meals on Wheels
6	Program Administration
7	Homebuyers Program
8	Edison Arts
9	Residential Paint Project
10	Parks Improvements
11	Fair Housing
12	CDBG CV CARES Act

Table 3 - Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The housing rehabilitation, homebuyer program, code enforcement and scholarships are priorities for the city as determined by the results of resident surveys, interviews with stakeholders, staff input, input from the Community Development Advisory Committee and need identified through Census and other quantifiable data.

The two primary obstacles to addressing underserved needs are (1) lack of sufficient resources; and (2) lack of potential non-profit sub recipients to administer public service, homeless, and affordable housing programs.

The City of Missouri City received notification of a special allocation to the City's U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) funds that will be used to *prevent, prepare for, and respond to the coronavirus (COVID-19)*. This allocation was authorized by

the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Due to this pandemic the need exists to provide emergency rent assistance for up to 3 consecutive months to approximately 45 low- to moderate-income renters who have been economically affected by COVID-19; to provide emergency utility assistance for up to 3 consecutive months to approximately 45 low- to moderate-income households who have been economically affected by COVID-19 and provide qualifying businesses mortgage and lease assistance during the program year.

**AP-38 Project Summary**  
**Project Summary Information**

<b>1</b>	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Code Enforcement
	<b>Needs Addressed</b>	Code Enforcement
	<b>Funding</b>	CDBG: \$51,537
	<b>Description</b>	During PY2019, the City will assign one code enforcement officer to serve the CDBG Target Areas and to be supported by one or more additional city-wide officers. The activities will include windshield surveys for violations, responding to complaints, in-depth investigations, citing violators, appearing in court when the violations are not resolved.
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Code Enforcement activities expected to assist 2000 housing units/2000 non-residential units.
	<b>Location Description</b>	Program activity will occur in all CDBG target areas within the City Limits.
	<b>Planned Activities</b>	
<b>2</b>	<b>Project Name</b>	Housing Rehabilitation
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Housing Rehabilitation & Minor Paint Program
	<b>Needs Addressed</b>	Housing Rehabilitation
	<b>Funding</b>	CDBG: \$95,518

	<b>Description</b>	During PY2019, the City will contract with General Contractors, to provide minor to moderate housing rehabilitation services (\$95,518) to approximately 8 low- to moderate-income owner-occupied housing units throughout the City of Missouri City. The Residential Paint Project will provide 3 residents with exterior painting improvements (\$11,000) to the eligilble housing units.
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Rehabilitate the housing of 10 homes owned and occupied by low- to moderate-income households.
	<b>Location Description</b>	Housing Rehabilitation Program will assist low- to moderate-income households within Missouri City limits.
	<b>Planned Activities</b>	Rehabilitate the housing of 10 homes owned and occupied by low- to moderate-income households.
<b>3</b>	<b>Project Name</b>	Scholarships
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Post Secondary Scholarships
	<b>Needs Addressed</b>	Educational Services
	<b>Funding</b>	CDBG: \$11,205
	<b>Description</b>	During PY2019, the City of Missouri City will award at least 8-10 scholarships to qualified low- to moderate-income students who are pursuing post-secondary education through a trade/technical school, community college, junior college or 4-year university. The amount of scholarship for each student will depend on the costs not covered by other sources and the number of qualified applicants. This is a city-wide project and is managed by the City, with the selection process conducted by a subcommittee of the Community Development Advisory Committee.
	<b>Target Date</b>	9/30/2020

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Provide scholarships to up to 10 youth/young adults attending post-secondary programs
	<b>Location Description</b>	Scholarships will provide services for residents within the Missouri City Limits
	<b>Planned Activities</b>	Provide scholarships to up to 10 youth/young adults attending post-secondary programs
<b>4</b>	<b>Project Name</b>	Child Advocates
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Services to Neglected or Abused Children
	<b>Needs Addressed</b>	Services to Neglected or Abused Children
	<b>Funding</b>	CDBG: \$10,500
	<b>Description</b>	During PY2019, Child Advocates of Fort Bend County will provide counseling, forensic interviewing and advocacy to 75 abused and/or neglected children in Missouri City. This will be a city-wide project.
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Provide funding to Child Advocates of Fort Bend County for a forensic interviewer and a therapist to assist 75 abused and neglected children.
	<b>Location Description</b>	Program will provide services within Missouri City city limits
	<b>Planned Activities</b>	Provide funding to Child Advocates of Fort Bend County for a forensic interviewer and a therapist to assist abused and neglected children.
	<b>Project Name</b>	Meals on Wheels

5	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Meals on Wheels
	<b>Needs Addressed</b>	Senior Services
	<b>Funding</b>	CDBG: \$10,500
	<b>Description</b>	During PY2019, Fort Bend Seniors will provide daily hot home-delivered meals to 25 home-bound elderly residents of Missouri City. the CDBG allocation will cover the cost of the meals, and Fort Bend Seniors will cover the salaries of the drivers, vehicle costs and administrative/operating/overhead costs. Residents city-wide will be served.
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Fund the Fort Bend Seniors to provide hot home-delivered meals to 25 Missouri City elderly
	<b>Location Description</b>	Program will service seniors and elderly within Missouri City Limits
	<b>Planned Activities</b>	Fund the Fort Bend Seniors to provide hot home-delivered meals to 25 Missouri City elderly residents
6	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Services to Neglected or Abused Children

	<b>Needs Addressed</b>	Housing Rehabilitation Sidewalk Improvements Parks Improvements Storm Drainage & Flood Prevention Water & Wastewater Improvements Services to Neglected or Abused Children Educational Services Subsistence Payments Domestic Violence Assistance Senior Services Health Care Neighborhood Revitalization/Economic Development Transportation Services Public Facility Improvements Code Enforcement Street Improvements Fair Housing First Time Home Buying Assistance
	<b>Funding</b>	CDBG: \$56,940
	<b>Description</b>	Provide program administration for the CDBG program (To include: Salary & Benefits \$41,440, Professional Services \$8000, Travel & Training \$4200, Dues & Subscriptions \$1100, Publication & Delivery Costs \$1200, and Fair Housing \$1000)
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Provide program administration for the CDBG program
	<b>Location Description</b>	
	<b>Planned Activities</b>	Includes all program delivery activities.
<b>7</b>	<b>Project Name</b>	Homebuyers Program
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road

	<b>Goals Supported</b>	First-time Home Owner Assistance
	<b>Needs Addressed</b>	First Time Home Buying Assistance
	<b>Funding</b>	CDBG: \$27,000
	<b>Description</b>	First Time Homebuyer program will offer 5- year forgivable loan to eligible low-to-moderate income residents for down payment and/or closing cost assistance.
	<b>Target Date</b>	9/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	First Time Homebuyer program will offer 5- year forgivable loan to (3) eligible low-to-moderate income residents for down payment and/or closing cost assistance.
	<b>Location Description</b>	Program services within Missouri City limits
	<b>Planned Activities</b>	First Time Homebuyer program will offer 5- year forgivable loan to (3) eligible low-to-moderate income residents for down payment and/or closing cost assistance.
<b>8</b>	<b>Project Name</b>	Edison Arts
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Services to Neglected or Abused Children
	<b>Needs Addressed</b>	Educational Services
	<b>Funding</b>	CDBG: \$10,500
	<b>Description</b>	Edison Arts agency provides education summer program for 25 youths from a summer arts repertory perspective for underserved, economically disadvantaged, and foster care youth and teens in low-to-moderate income areas.
	<b>Target Date</b>	9/30/2020

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Edison Arts to provide education summer program for 30 students of low-to-moderate income
	<b>Location Description</b>	Services for education summer program for students, residents within Missouri City Limits
	<b>Planned Activities</b>	Edison Arts to provide education summer program for students of low-to-moderate income
<b>9</b>	<b>Project Name</b>	Residential Paint Project
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Housing Rehabilitation & Minor Paint Program
	<b>Needs Addressed</b>	Housing Rehabilitation
	<b>Funding</b>	CDBG: \$11,000
	<b>Description</b>	Residential Paint Project will offer exterior painting of single-family residential structures for low-to-moderate income residents.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Residential Paint Project will offer exterior painting of 4 single-family residential structures for low-to-moderate income residents.
	<b>Location Description</b>	Project will service residents within the City of Missouri city limits
	<b>Planned Activities</b>	Residential Paint Project will offer exterior painting of 4 single-family residential structures for low-to-moderate income residents.
<b>10</b>	<b>Project Name</b>	Parks Improvements
	<b>Target Area</b>	Hunter's Glen
	<b>Goals Supported</b>	Parks Improvements
	<b>Needs Addressed</b>	Parks Improvements

	<b>Funding</b>	CDBG: \$25,921
	<b>Description</b>	Hunter Glen Trail Improvements: Improve street crossing and provide 8 ft wide concrete with ADA compliant slope grade from sidewalk (100ft). Improve trail connection surfacing to 8ft wide concrete, approx. 310 ft in distance. Construction of Hunter Glen park loop trail, 25 ft diameter trail connection circle.
	<b>Target Date</b>	8/15/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	3000 families will benefit
	<b>Location Description</b>	Hunter Glen Park on Grand Park Dr., Missouri City, TX.
	<b>Planned Activities</b>	Hunter Glen Trail Improvements: Improve street crossing and provide 8 ft wide concrete with ADA compliant slope grade from sidewalk (100ft). Improve trail connection surfacing to 8ft wide concrete, approx. 310 ft in distance. Construction of Hunter Glen park loop trail, 25 ft diameter trail connection circle.
<b>11</b>	<b>Project Name</b>	Fair Housing
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	Fair Housing
	<b>Needs Addressed</b>	Fair Housing
	<b>Funding</b>	CDBG: \$1,000
	<b>Description</b>	Program will affirmatively further Fair Housing by offering educational opportunities to low-to-moderate income persons.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4000 households will benefit.

	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Program will affirmatively further Fair Housing by offering educational opportunities to low-to-moderate income persons.
<b>12</b>	<b>Project Name</b>	CDBG CV CARES Act
	<b>Target Area</b>	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Neighborhood Revitalization/Economic Development Fair Housing
	<b>Funding</b>	CDBG-CV CARES Act: \$428,210
	<b>Description</b>	Amended on October 19, 2020 to add CDBG CARES Funds to the PY2019 Annual Action Plan
	<b>Target Date</b>	12/31/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 90 qualifying applicants may benefit from the proposed programming activities (rental and mortgage/utility assistance); while approximately 30-45 businesses may benefit as small businesses experiencing economic decline and hardship during the COVID-19 global pandemic. These estimates are based on predicted need levels. We will reserve up to and not to exceed 10% in each category (Rental Assistance, Utility Assistance, and small business assistance) for administrative costs.
	<b>Location Description</b>	Location includes the CDBG Target Areas and other outlying areas of the City.
	<b>Planned Activities</b>	Rental and Utility Assistance. Small business assistance.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Low-Moderate Area (LMA) projects (sidewalk improvements and code enforcement) will be directed at CDBG Target Areas. The sidewalk improvements will continue in the Fondren Target Area and code enforcement will be carried out in all Target Areas. Housing rehabilitation and public services will be Low-Moderate Clientele (LMC) and carried out throughout the city for any low- to moderate-income eligible client. CARES Act funds will be utilized to assist our qualified low-moderate residents within the CDBG target area and out lying areas of the city, who have experienced economic hardship during the pandemic.

### Geographic Distribution

Target Area	Percentage of Funds
Fondren	20
Hunter's Glen	20
Fifth St.	20
Quail Green	10
Court Road	20
Lexington/Murphy Road	10

Table 4 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The above percentages for each target areas is an estimation as needs may vary due to differences in geographic size and number of violations. However, Code Enforcement will be carried out throughout all of the CDBG Target Areas.

Pandemic hardship circumstances resulting from COVID-19 have affected widely scattered geographical areas of the city, where CARES Act funds will be directed.

### Discussion

The City is addressing code enforcement throughout all neighborhoods equally, with CDBG funding used only for CDBG Target Areas. The City is focusing its CDBG infrastructure funds on the Fondren Target Area for PY 2019 in order to expand the sidewalk improvements which have begun in that area. Once the area is completed and up to City standard and ADA regulations, funds will be directed to other

neighborhoods.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

While the City of Missouri City is not a recipient of Federal HOME funding, the City uses between 30% and 35% of its annual CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to moderate-income households. The majority of those households applying for funds are elderly and/or disabled.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 5 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	45
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	53

**Table 6 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The funding of housing rehabilitation each year is intended to assist low and moderate income families remain in their homes. Many of the participants assisted are elderly and disabled and often are in need of modifications to their homes to allow for greater accessibility. Elderly and disabled persons are also usually on a fixed income and have limited resources to invest into the repair of their home. These vulnerable populations are in greatest need for housing assistance. It is anticipated that 8-10 homes will be rehabilitated with the \$95,518 for PY19 (\$306,508 including carry-over funds) allocated. Through CARES Act funding, approximately 90 qualifying applicants may benefit from rent, mortgage, and utility assistance, which we predict may curtail individuals from becoming homeless. These activities will also promote affordable housing.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

There is no Public Housing Authority serving Missouri City.

### **Actions planned during the next year to address the needs to public housing**

N/A

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

N/A

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A

### **Discussion**

There is not a public housing development or Section 8 HCVs for the Missouri City area.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

For PY 2019, the City will not be allocating funds directly for addressing the needs of the homeless. Agencies serving Missouri City but not requesting CDBG funding that do address the homeless include Fort Bend Family Promise, located in Missouri City; Fort Bend Women's Center; and Park Youth Ranch.

Due to the COVID-19 pandemic, allocated CARES Act resources will provide rent, mortgage, and utility assistance, which we predict may curtail individuals from becoming homeless. These activities will also promote affordable housing.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City will not be expending CDBG funds in PY 2019 to reach out to homeless persons, however, it will be collaborating with Fort Bend Family Promise, Fort Bend Women's Center and Park Youth Ranch as well as the Coalition for the Homeless of Houston/Harris County (including Fort Bend County) and Fort Bend County's Community Development Department to enhance its approaches to addressing homelessness and reaching out to the homeless. Additionally, the CDBG staff and consultant will be coordinating with the Missouri City police regarding its processes when detaining homeless individuals.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will not be expending CDBG funds in PY 2019 to provide shelter or housing to homeless persons, however, it will be collaborating with Fort Bend Family Promise, Fort Bend Women's Center and Park Youth Ranch as well as the Coalition for the Homeless of Houston/Harris County (including Fort Bend County) and Fort Bend County's Community Development Department to enhance the area's approaches to addressing homelessness and identifying appropriate emergency shelters and transitional housing.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were**

## **recently homeless from becoming homeless again**

The City will not be expending CDBG funds in PY 2019 to address the needs of chronically homeless, veterans, unaccompanied youth or others making the transition from shelters or institutions to permanent housing. However, it will be collaborating with Fort Bend Family Promise, Fort Bend Women's Center and Park Youth Ranch as well as the Coalition for the Homeless of Houston/Harris County (including Fort Bend County) and Fort Bend County's Community Development Department to developing better approaches to addressing homelessness and identifying programs to assist in exiting homelessness and moving into self-sufficiency.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

By rehabilitating homes of the low- to moderate-income, particularly the disabled and elderly, the CDBG program is helping to ensure that the owners will not be forced to abandon their home or for the home to deteriorate to an uninhabitable condition.

By providing literacy, ESL and GED education with CDBG funding, the City will be assisting Literacy Council in preparing clients for employment at a livable wage that will allow them to afford quality housing.

The assistance that Child Advocates gives to abused children and non-offending guardians allows the victims and non-offending family members to stay together in their home or to find suitable safe havens until the offender is removed. Without these services, many parents would opt to move to the streets rather than risk further abuse of their children by the offending party.

Without ESG funding or other funds for homeless prevention or assistance to those being discharged from institutions, the City must rely on the area agencies and to assist in preventing homelessness.

## **Discussion**

None of the three homeless agencies that serve Missouri City opted to apply for Missouri City CDBG funds this year. During the year, the City will work with them to determine their desire to receive CDBG funds and to assist them in identifying other funds to serve Missouri City homeless residents.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The City is committed to addressing barriers to affordable housing and impediments to fair housing choice. Without HOME funding or sufficient CDBG funding to develop affordable housing, the City must rely on developers to produce privately funded or LIHTC-funded new affordable units. The City will use CDBG funds to assist in rehabilitating owner-occupied housing, including making the homes more energy efficient; in code enforcement activities in the Target Areas to maintain the safety and values in the areas; and to improve the sidewalks, making them safer and with ADA-compliant curb cuts in order to improve living conditions and maintain housing values.

During the next year, the City will also develop a draft Fair Housing Ordinance and will update the Analysis of Impediments and Fair Housing Plan.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

As part of the revision of the current Fair Housing Plan, the city will more closely scrutinize all public policies related to affordable and fair housing and will develop strategies with goals and timelines for removing or ameliorating any negative effects of both public and private policies and actions.

The City will review any LIHTC or Housing Trust Fund applications and will approve all that fall within City ordinances and appear to be financially viable. The City will participate in the Regional Collaboration of the Assessment of Fair Housing.

### **Discussion:**

As a suburban city with predominately single family, owner-occupied homes, the City of Missouri City will be focusing its affordable housing activities on homeownership and other affordable amenities to reduce cost burdens to individuals and families. Despite the challenges in developing new affordable housing, the City is working to preserve all of its current stock of affordable housing.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City will focus this next year on residential neighborhood improvements and public services. Through sidewalk improvements and code enforcement, the City will be improving the quality of life of residents of CDBG Target Areas as well as helping to preserve housing values. In addition to area-based improvements and to housing rehabilitation (in the prior section), the City will fund youth enrichment programs, and counseling for abused and neglected children; home-delivered meals for the elderly; and post-secondary scholarships to low- to moderate-income students.

Due to hardships resulting from the COVID-19 pandemic, approximately 90 qualifying applicants may benefit from rent, mortgage, and utility assistance under the CARES Act. Small Businesses, which are a major contributor to strong economic development and job creation and retention will also benefit from the CARES Act resources.

### **Actions planned to address obstacles to meeting underserved needs**

The CDBG funds will be used to:

1. Improve the owner-occupied housing of those who are unable to afford repairs, particularly homes of the elderly and disabled;
2. Improve the health, safety and nutrition of home-bound elderly through home-delivered hot meals and personal contact provided by Meals on Wheels;
3. Improve the health, safety and well-being of children through pediatric healthcare provided by AccessHealth, and forensic interviewing and counseling of abused and neglected children provided by Child Advocates;
4. Provide education enrichment programs for underserved and economically disadvantaged youth and teens ages 7-17.

All of those served will be low- to moderate-income, and based on past years funding these organizations, the vast majority will be minorities -- African American, Hispanic and Asian.

### **Actions planned to foster and maintain affordable housing**

The City will fund 2 non-profits to provide housing rehabilitation for low- to moderate-income homeowners in order to maintain their homes affordably, allowing them to remain in their homes.

### **Actions planned to reduce lead-based paint hazards**

Each of the 8-10 homes that will be rehabilitated will undergo lead-based paint evaluation, regardless of the age of the residents in the home. All of the housing with lead-based paint will be remediated

according to federal regulations. Educational materials will be provided to all clients receiving housing rehabilitation. Additionally, the City will request that sub recipients provide lead hazard information to their clients to reduce not only lead-based paint hazards but health hazards from all lead sources.

### **Actions planned to reduce the number of poverty-level families**

The post-secondary scholarships will greatly enhance the employability and incomes of the low- to moderate-income clients. Additionally, approximately 25% of those young adults applying for scholarships are in households with poverty-level incomes.

### **Actions planned to develop institutional structure**

During the next year, the City will continue to review/evaluate/improve its policies and procedures in managing the CDBG program. The Community Development Advisory Committee will receive additional training on CDBG regulations and project eligibility. The Development Services Department will provide additional information to other departments regarding eligibility of projects and better ways to manage projects funded through CDBG. Additionally, the Development Services and Finance Departments will strive to work more closely together in making the financial processes of CDBG more efficient.

The CDBG consultant will provide additional no-cost technical assistance to all sub recipients and all non-profits seeking CDBG funding from Missouri City. By improving the institutional structure of the sub recipients, the City will improve the overall institutional structure of the program.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

There is no public housing in Missouri City, nor is there a Section 8 HCV program. The City will reach out to the LIHTC properties to provide technical assistance to the managers to help residents, particularly the elderly and disabled, in accessing social services. Community Redevelopment Corporations and State CHDOs that purchase foreclosed properties for rehabilitation and sale at affordable housing prices will be encouraged and the City will work to coordinate with them and facilitate their activities.

Monitoring of sub recipients has proven to be an excellent way to enhance coordination with CDBG-funded agencies. On-site monitoring includes technical assistance and discussions of methods of inter-agency collaboration and coordination.

The United Way of Greater Houston hosts monthly meetings in Fort Bend County to enhance inter-agency coordination among United-Way funded agencies as well as other social service providers. The

City will ensure that a representative attends these meetings.

**Discussion:**

Unlike large cities such as Houston, Fort Bend County including Missouri City, is suburban in nature and there are fewer social service and housing agencies providing assistance to the low- to moderate-income. The City will make every effort possible to identify through agencies within the county that do or can serve Missouri City residents and will facilitate services to Missouri City as much as possible.

The City of Missouri City will continue to partner with our County partners to continue our efforts to *prevent, prepare for, and respond to the coronavirus (COVID-19)* as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

The City will receive no program income and will direct its CDBG funding to low- to moderate-income individuals and areas. All activities involving low-mod clientele (LMC) will serve only low- to moderate-income, including extremely low-income. Area benefits (LMA) will serve CDBG Target Areas with a focus in code enforcement on assisting low- to moderate-income in code compliance and activities that will further reduce blight and deterioration.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

**Housing Trust Fund (HTF)**  
**Reference 24 CFR 91.220(I)(5)**

1. Distribution of Funds

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
  
- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.
  
- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.
  
- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.
  
- e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project

completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

**6. Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

**7. HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

**8. Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

**9. Refinancing of Existing Debt.** Enter or attach the jurisdiction's refinancing guidelines below. The

guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

<TYPE=[section 9 end]>

**Discussion:**

The City will receive no program income during PY 2019 and will expend an estimated 100% of its PY 2019 funds on low- to moderate-income. The City will ensure that 100% of the housing rehabilitation and public service allocations will be for low- to moderate-income. Additionally, the sidewalk projects and parks and recreation improvements will be conducted in a low- to moderate income neighborhood as will all code enforcement activities.

## **PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation process involved meetings with the Community Development Advisory Committee, comprised of 7 residents of CDBG Target Areas; 2 public hearings, the 1st including a pre-application workshop for public service and housing rehabilitation agencies; a PY 2019 on-line survey in conjunction with the updated Analysis of Impediments; a PY 2019-2023 on-line survey for the Consolidated Plan; and a publicized 30-day public comment period. The survey was provided on-line with links from the City's home page of its website. Additionally, the survey was made available in paper copy for those with no internet access. The survey was sent to public service and housing agencies requesting that agency staff and clients receive the link to the on-line survey or a paper copy. Both the link to the on-line survey and paper copies were available at City Hall and the library. A 30-day public comment period was provided for the Consolidated and Annual Action Plan.

Notices for the public hearings, public comment period and survey availability were provided in the City's general circulation newspaper, which is translated into more than a dozen languages.

The goals and priorities for the Consolidated Plan were greatly impacted by the surveys, comments and CDAC input. The initial draft goals were determined based on the moderate and high priorities given to eligible projects by those responding to the surveys.

In addition the City's participation in the regional consortium of neighboring agencies provided for a more comprehensive community participation and outreach process for the regional AI, which provided multiple opportunities in various formats for residents and stakeholders to share their experience and opinions about fair housing choice and access to opportunity in the region. Methods of engagement focused on creating opportunities to participate such as an online survey, paper version survey, pop up events, community events, open house public meetings and focus groups.

A total of 5,889 residents of the region responded to the resident survey which was available in English, Spanish and Vietnamese.

At “pop up” engagement events, 269 residents participated in prioritization activities and more discussed their fair housing and access to opportunity experiences with the study team. HUD’s AFFH-T maps of the region were available for residents to review and discuss.

A total of 56 residents attended one of four community open house events at locations in Galveston, Pasadena, Missouri City and Harris County. The open house format included a scrolling presentation of results from the AI data and mapping analysis; interactive exercises related to fair housing, community

development needs, priorities, and community perceptions; and open discussions with study team members and staff from the participating partners.

Stakeholder consultation included a kickoff meeting with stakeholders, consultation on the resident survey content and stakeholder focus groups. Over 30 organizations were represented in the stakeholder engagement process.

September 8, 2020: Community Engagement opportunity was provided by Missouri City staff. A survey was developed to obtain citizen feedback on use of CARES Act funds. The survey was released on August 12, 2020 and closed on September 1, 2020. During this period we received 180 responses from the public.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-English Speaking - Specify other language: Spanish, Vietnamese, Hindi, other  Non-targeted/broad community	Two public meetings were held at City Council Meetings to allow the public and opportunity to provide input.	Not Applicable	Not Applicable	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	<p>Non-English Speaking - Specify other language: Spanish, Vietnamese, Hindi, other</p> <p>Non-targeted/broad community</p>	<p>Public notices for the 2 public hearings and 30-day public comment period as well as links to the public surveys were posted in the general circulation weekly newspaper than has automatic translation in more than a dozen languages. All notices for meetings indicated that special accommodations for the disabled -- physically disabled, hearing impaired or vision impaired -- would be made if requested.</p>	Not Applicable	Not Applicable	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Internet Outreach	Non-targeted/broad community	Notices of public meetings and surveys in English and Spanish were posted on the City's website and through media news release.	Not Applicable	Not Applicable	
4	Emails to Agencies	Non-targeted/broad community	Copies of notices, public surveys and links to website were sent to public service and housing agencies for dissemination to their clients and constituents.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Emails to Agencies	<p>Non-English Speaking - Specify other language: Spanish, Vietnamese</p> <p>Non-targeted/broad community</p> <p>Residents of Target Areas</p>	<p>PY 2018 (in 2019) surveys were posted throughout City Hall, Development Services, the Library and Community College in paper form with notice posted in the general circulation newspaper. Staff attended community events, workshops and HOA meetings in target areas to gain input. A total of 83 surveys were completed.</p>	<p>The need for improved sidewalks, street lights, streets and parks were the main comments received. The need for more jobs and economic development were also stated, while the general public sentiment was that emergency housing and shelter services for the homeless were not needed. Additional comments included the need for youth services, programs for the elderly, housing rehabilitation, adult education/job training, and transportation.</p>	<p>All comments were accepted and considered in the development of the goals, objectives and priorities.</p>	

6	Emails to Agencies	Non-targeted/broad community	Missouri City staff developed a survey to obtain citizen feedback on use of CARES Act funds. The survey was released on August 12, 2020 and closed on September 1st. During this period we received 180 responses from the public. Please see the graph below for the results.	In the survey, citizens had the opportunity to include open ended responses to identify any additional uses of the CARES Act funding. Responses are prioritized based on the number of times the program was requested. Residents responded with the following priority areas of concern:-Chart updated to include Mortgage assistance with Rental and utility-Citizens want PPE, disinfectant and food assistance.- Hazard pay may be covered for employees whose job included performing a hazardous task related to COVID. Across		
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
				<p>the board hazard pay is not allowable. - Waive HOA Fees/ Freezing or lowering taxes: Not allowable under CARES act-Child Care assistance; Not allowable under CARES act-Assistance with healthcare/prescriptions and screenings: This funding is only to be used on COVID specific expenses.- Planning for returning students to school/ Hazard Pay for teachers: FBISD also has received CARES funding to assist with their issues.- Temperature checking station: Project already in works.</p>		

**Table 7 – Citizen Participation Outreach**  
Annual Action Plan  
2019

# Draft Print

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**Council Agenda Item  
October 19, 2020**

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) 2020 Medical Insurance Benefits Contract  
**Submitted by:** Martin Russell PHR, SHRM-CP Director Human Resources & Org. Dev

### SYNOPSIS

This is a request to authorize the City Manager (CM) to enter into an agreement with the following:

- UnitedHealthcare (UHC) to provide a dual option medical insurance plans, dental insurance and vision insurance as a replacement to our current Blue Cross Blue Shield medical plans and MetLife dual option dental insurance plans. We currently utilize UHC for our vision insurance plan.
- Minnesota Life / OCHS to provide Life, Voluntary Life insurance to replace Dearborn/Blue Cross Blue Shield.
- Madison National Life / OCHS to provide Long-Term Disability insurance to replace Dearborn/Blue Cross Blue Shield.
- Flores to provide administration services for Flexible Spending Accounts and COBRA Administration services to replace the two-separate administrator, BPAS and WageWorks/Health Equity.
- Jelly Vision/HSA Bank for administration services for employee Health Savings Accounts to replace Optum for current HSA administration service and engagement of decision support tool for employee education.
- Alliance Work Partners for the administration of our Employee Assistance plan to replace our current administrator UT Health EAP.
- Health Joy, to provide Employee Advocacy & Support Services to replace our current support services, Alight.
- Benefit Connector for Benefits Administration Software as a Service.

This request includes an authorization to enter into contractual agreements with each of the providers listed above. Each contractual agreement will be for a period of 1 year with the city, but also includes the option to renew the contract over a period of years. As part of this process, we were able to secure rates guarantees or maximums (caps) for each provider that range from 2 year to 5 year. These rate guarantees (caps) will provide the City with a stable rate for our benefits over multiple years and will not require additional authorization from Council for the 2021 or 2022 benefits calendar years and in some cases beyond.

### STRATEGIC PLAN 2020 GOALS ADDRESSED

- Maintain a financially sound City
- Develop a high performing City team

### BACKGROUND

Consistent with its strategy of maintaining a financially sound and high performing organization, the City of Missouri City offers its employees a comprehensive Total Rewards package that includes market competitive salaries, health, dental, vision, life, accidental death, dismemberment, long-term disability, retirement contributions, optional individual retirement accounts, employee development and tuition reimbursement.

In 2020, we engaged in a public request for proposals for our benefit plan providers listed under the synopsis and received multiple favorable quotes back.

A detailed comparison of the proposals by the recommended UHC and the incumbent BlueCross BlueShield are provided under separate cover.

Staff recommends making no plan design changes for 2021. Additionally, staff recommends that the City does make the carrier/vendor changes, which will provide both enhancements to the City’s insurance provisions as well as provide a significant reduction in costs. In total by adopting all the recommended changes outlined above the City is expected to save approximately (- \$564,429) or a (-11.38%) reduction over current cost) in total. If you take into account, the savings identified and all of the rate guarantee periods the savings is applied to, the savings to the City over this period is (- \$610,304) and includes multiple enhancements to the City employees, our City and our department.

**BUDGET ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY 2021 Funds Budgeted	FY 2021 Funds Available	Amount Requested
General Fund	101-51403-Various*		\$4,666,637	\$4,544,092	**

\*The City budgets benefits at the position level within each department/division.

\*\*Benefits contracts are based on a calendar year not fiscal year. Actual benefits costs will include 3 months (October 2020- December 2020) at the current rates and 9 months (January 2021 – September 2021) at the new negotiated rates.

**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. Comparison Overview of incumbent Plan and Recommended Plan
2. PowerPoint Overview of Recommendation *(forthcoming)*
3. 2021 H.S.A. Medical Data Sheet *(forthcoming)*
4. 2021 PPO Medical Data Sheet *(forthcoming)*
5. Proposed 2021 Rates for Active, Retired <65, Retired >65 and COBRA *(forthcoming)*

**STAFF’S RECOMMENDATION**

Staff recommends making no plan design changes for 2021. Additionally, staff recommends that the City does make the carrier/vendor changes to United Health Care for Medical, Dental and Vision insurance, which will provide both enhancements to the City's insurance provisions as well as provide a significant reduction in costs.

**Director Approval:**

Martin Russell PHR, SHRM-CP  
Director of Human Resources & Org. Development

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

Bill Atkinson, Assistant City Manager



## Human Resources

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

**To:** Mayor and City Council  
**Thru:** Odis Jones, City Manager  
Bill Atkinson, Assistant City Manager  
**From:** Martin Russell, Human Resources Director  
**Date:** October 15, 2020  
**Re:** Health, Dental, Vision and Supplemental Insurances

### BCBS – Health / Recommendation – Change from BCBS to UHC

During the 2020 insurance year (August 2019 – July 2020 claims data) the City is currently experiencing a favorable loss ratio (total claims divided by premium) of 78.3%.

This is much more favorable compared to plan year 2018 when the City experienced a 104.1% loss ratio. This reporting period is comparable to the loss ratio for the calendar year of 2019 at 73.6%.

At Mid-Year, staff projected a conservative increase of 4.9% to medical premiums for the 2021 plan year. BCBS underwriting presented an initial proposed increase of 3.9%, which was initially reduced down to – 3% decrease during the RFP process and finally decreased to - 6% during the best and final review process with no plan changes.

**2020 Total BCBS current projected medical insurance charges:**  
**\$4,618,146**

**2021 Proposed BCBS medical insurance premium:**  
**\$4,341,064**

**2021 Final BCBS medical insurance rate decrease:**  
**-6% or - \$277,082**

In addition to BCBS – Best and Final renewal offer we had a very competitive best and final offer from UnitedHealthcare (UHC) that exceeded the financial savings presented by BCBS.

**2020 Total BCBS current projected medical insurance charges:**  
**\$4,618,146**

**2021 Proposed UHC medical insurance premium:**  
**\$4,171,616**

**2021 Final proposed UHC medical insurance rate decrease:** - 9.7% or - \$446,529

- 2022 Medical renewal will be capped at 9.9% increase

**MetLife – Dental / Recommendation – Change from MetLife to UHC**

MetLife presented a +5.5% increase to Dental Preferred Provider Option (DPPO) rates for the 2021 plan year, assuming no plan design changes, and 0% increase for the Dental Health Maintenance Organization (DHMO). During the RFP process UHC provided a financial savings to the City on the dental plan - \$13,536 (-6.6% reduction in rates) over MetLife. UHC provided a 24-month rate guarantee on the dental plans.

**UHC – Vision / Recommendation – Renew with UHC at a 0% rate change for 24 months**

UHC was under rate guarantee for the vision plan through the 2021 plan year. However, during the RFP process we were able to negotiate a new 24-month rate guarantee at the current rate.

**Dearborn/BCBS – Life; Voluntary Life; Disability / Recommendation – Change to OCHS**

Dearborn/ BCBS currently administer our Life, Voluntary Life and Long-Term Disability programs. The terms and rates with Dearborn/BCBS are under a guarantee through the end of 2021. However, during our RFP process, we were able to secure a quote from OCHS that made enhancements to our plans while also reduce the expense to the City and to City employees. The Life and Voluntary Life include a 5-year rate guarantee and an annual savings of \$4,182 per year (- 28.57% reduction in rates) over Dearborn/BCBS. The enhancements including a Line of Duty Benefit for first responders and the elimination of the age reduction.

The RFP process generated a proposal from OCHS that included an annual reduction in cost to the City of - \$15,293 (24.56% reduction in rates) over Dearborn and included a 3-year rate guarantee. This proposal also included raising the maximum monthly benefit for eligible employees from a current maximum of \$6,500 to \$10,000.

The Human Resources Department utilizes some vendors to provide additional benefits and services to our City and to City employees. Most of these vendors were reviewed and competitive quotes were received during our RFP process. We have the following recommended changes:

**Health Savings Account Administration (HSA) / Recommendation – Change to JellyVision**

Currently our HSA administration is handled by Optum at a rate of \$3 per account per month which is a fee that is paid by the City employees from their account. The RFP process delivered a proposal from JellyVision/HSA Bank that reduced that expense from \$3 per account per month to \$2. That is an annual savings collectively to the employees of - \$1,920 (- 33% reduction in expense) over Optum and their proposal includes a 3-year rate guarantee.

#### Flexible Spending Account Administration (FSA) / Recommendation – Change to Flores

Our Flexible Spending Accounts are currently administered by BPAS with an administration rate of \$5.25 per account per month. The proposal from Flores provides a similar service with an enhancement of a Debit Card that is associated directly to the account at an administrative rate of \$4.35 per account per month. This proposal also included a 5-year rate guarantee. This proposal created an estimated savings to the City of - \$540 annually (- 17.14% reduction in expense).

#### COBRA Administration / Recommendation – Change to Flores

WageWorks/Health Equity currently assist the City with the administration of COBRA. The current administrative cost from WageWorks is approximately \$.65 per eligible employee per month (PEPM). Flores also provided a proposal for COBRA administration but at a rate of \$.55 PEPM. The services each provides is comparable so identifying a savings was great and at the same time we reduce the number of vendor partners and create some internal efficiencies. The annual estimated savings from WageWorks to Flores is - \$456 (-15.38% reduction in expense) and we received a 5-year rate guarantee.

#### Employee Assistance Plan (EAP) / Recommendation – Change to Alliance Work Partners

The City utilizes UT Health to provide employees access to our EAP. City employees and dependents can access up to 3 sessions per incident under our current plan. The cost of this service is \$1.42 per employee per month (PEPM). During the RFP process, considering our current environment, we requested similar proposals but also requested up to 8 sessions per incident. The City received a proposal from Alliance Work Partners that include 8 sessions for a cost of \$1.88 PEPM or 3 session option for \$1.26 PEPM.

Comparing the 3 session services from each provider we identified enhancements in the proposal from Alliance Work Partners and identified an annual estimated savings of - \$1,032 (- 15.93% reduction in expense) with a 3-year rate guarantee. However, the recommendation is to move to the 8-session benefit which provided an annual savings (as compared to UT Health) of - \$2,143 each year. Moving from the current 3 session to 8 session would increase the Cities cost by an estimated annual total of \$3,129.

### Patient Advocacy / Recommendation – Change to HealthJoy

For employees that are currently enrolled in our High Deductible Health Plan (HDHP) with the Health Savings Account (HSA) there is a service provided by the City that is designed to assist our employees with their health plan. The utilization with our service provider Alight (formerly Compass) is currently at a rate that we consider poor. The cost of this service is \$5 per employee per month (approximately 160 employees are in the HDHP plan option).

We have identified a better solution that provides the potential for a greater level of engagement with ALL employees at a slightly higher rate of \$6.50 PEPM. The services provided are an enhancement and the provider, HealthJoy, has a contract that puts them at risk to refund some of the cost if identified performance benchmarks are not met. The annual expense of this service is greater than that of the current provider, but the ability to help manage medical plan expenses and create a positive return on investment (ROI) along with the performance guarantees provided a very compelling reason to make a change and an enhancement to our benefits as a result.

### Decision Support Tool for employees / Recommendation – JellyVision/Alex

The City is not currently utilizing a decision support tool, but we are recommending the adoption of such a tool for the upcoming benefits year (2021). These tools are an interactive website that help guide employees in their benefit decisions with humor, artificial intelligence and employees answering question about their specific circumstances.

The use of such a tool can help employees understand how their personal circumstances (current and forecasted) should impact their choice between plan options (i.e. employee A may want to stay in the PPO plan because they don't understand the value of the Health Savings Plan. By answering a few questions, the tool may identify that the Health Savings Plan is financially a better option than the PPO and will explain that to the employee).

The cost for this service is \$1.75 per eligible employee per month. The value to the City is a more educated consumer that the potential for employees to move from the more expensive PPO plan to the lower cost Health Savings Plan. If 30 employees were to utilize this tool and move from the PPO plan to the Health Savings Plan the City could realize over \$100,000 in annualized cost savings.

### Benefit Administration Platform / Recommendation - Benefit Connector

The City does not currently have a Benefit Administration platform. We are recommending that the City budget for the annual cost of \$5 per employee per month for implementation in 2021 for the benefit year of 2022. A benefit administration platform provides for simplification and ease of administration on an annual basis. The

benefits of administrative ease, simplification and a reduction in risk of overbilling and mistakes makes such a system very important.

### **Employee Education / Recommendation – Budget of \$15,000**

Considering the current environment and the recommended changes outlined above we anticipate the need for developing education material and content that would be new to the City. To accomplish this in the short time frame between now and the second week in November we may need to engage new outside services to assist us with this development. A budget amount is needed to appropriately plan and engage in such services in a short time frame.

The Human Resources Department continues to partner with internal and external partners/vendors to maintain focus on our Wellness initiatives for employees and their dependents.

According to the Center for Disease Control, “chronic diseases – such as heart disease, stroke, cancer, diabetes and arthritis – are among the most common, costly and preventable of all health problems in the United States. The City of Missouri City intends to continue providing the opportunities to its employees and championing overall wellness (Wellness Committee) via our programs and initiatives to improve the likelihood of controlling, as much as we can, our overall wellness and thus, subsequent cost of insurance.

Staff recommends making no plan design changes for 2021. Additionally, staff recommends that the City does make the carrier/vendor changes listed above.

In total by adopting all the recommended changes outlined above the City is expected to save approximately - \$564,429 (-11.38% reduction over current cost) in total. If you take into account, the savings identified and all of the rate guarantee periods the savings is applied to, the savings to the City over this period is - \$610,304 and includes multiple enhancements to the City employees, our City and our department.



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Authorize the Purchase of one (1) Sweeper Truck  
**Submitted by:** Mike Tubbs, Fleet Superintendent

### SYNOPSIS

The Fleet Maintenance Division requests to purchase one (1) Broom Badger Street Sweeper that was approved as a "supplemental item" during the FY2021 budget process. This new sweeper truck will allow the City's Street Division to sweep and clean our City's streets in the daylight hours more effectively and more frequently, thus improving the appearance of our city's streets. This unit will be purchased using a Sourcewell Cooperative Purchasing /NJPA Contract.

### STRATEGIC PLAN 2021 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The total expenditure for this sweeper truck is \$210,035 per unit.

Sourcewell Cooperative Purchasing - NJPA Contract #122017-FSC and The City of Missouri City Sourcewell/NJPA Member number is #93197

### BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY21 Funds Budgeted	FY21 Funds Available	Amount Requested
Fleet Replacement Fund	606-58650-15-999	Transportation Equipment	\$841,935	\$841,935	\$210,035

**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. Vehicle Quote

**STAFF'S RECOMMENDATION**

Staff recommends approval of this purchase through the Fleet Maintenance Replacement Fund.

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

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



**Kinloch  
Equipment & Supply, Inc.**

**Presents a Proposal**

of the



**Broom Badger**

**Broom Badger Street Sweeper with Dual Side Brooms**

for

**City of Missouri City, Texas**

**Morgan Kinloch  
Tel: 281.620.1827**

**PRODUCT DESCRIPTION**

· Conveyor squeegee, dual, hydraulically driven side brooms, variable height up to 10 ft, left side dumping hopper and sweeper is painted Elgin white.

**STANDARD FEATURES**

- AM/FM Radio w/ CD
- Aux-engine Kubota V2403M 59hp, Tier 4i
- Low engine oil pressure, high coolant temp, hydraulic oil level/temp shutdown
- Broom side, 36" and 42" steel vertical digger 4 and 5 segment
- Broom side, hydraulic floating suspension, adjustable spring loaded deploy
- Broom, main, 34" diameter, 58" wide prefab disposable
- Camera, Rear and RH side view with in-cab monitor
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 8 flight squeegee with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, two-piece replaceable wear plates
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, heavy duty steel
- Electric backup alarm
- Front spray bar
- Hopper inspection door
- PM 10 Compliant (RULE 1186)
- Side broom Tilt Right Hand
- Side broom Tilt Left Hand

**ADDITIONAL FEATURES**

- 2020 Isuzu NRR Left Hand Steer (USA)
- Rear Mounted LED Light Stick
- LED Stop/Tail/Turn

**Total Sourcewell/NJPA Contract Price F.O.B. Missouri City, TX: \$210,035.00**

Product Model: BROOM BADGER

Proposal Date: 9/23/2020

Quote Number: 2019-33006

Payment Terms: Net Due Upon Delivery

**Proposal Notes:**

1. Pricing is in accordance with Sourcewell/NJPA Contract # 122017-FSC.
2. Missouri City's Sourcewell/NJPA Member # is 93197.
3. Prices quoted herein are firm until 12/31/20.



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(c) Authorize Purchase of Fleet Vehicles  
**Submitted by:** Mike Tubbs, Fleet Superintendent

### SYNOPSIS

The Fleet Maintenance Division requests to purchase nine (9) replacement vehicles for FY 2021 that were approved during the previous FY21 budget process. All replacement vehicles have exceeded the recommended point's value deeming them candidates for replacement. These units will be purchased using Fort Bend County Interlocal Agreement, BuyBoard Cooperative Purchasing contract, HGAC Cooperative Purchasing contract, or by obtaining three bids on each listed on the attachments.

### STRATEGIC PLAN 2021 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The total expenditure for these nine (9) vehicles is \$375,362.12. Additionally, staff anticipates an additional \$68,637.82 for "make ready" equipment.

The total expenditure for these vehicles and equipment is \$444,000:

- **One (1)** - Replacement Unit 2021 Ford Explorer. (CID)  
FBC Contract #20-023, cost \$25,980 per unit.
- **Three (3)** - Replacement Units 2021 Ford Explorer Police Utility. (PD)  
FBC Contract #20-023, cost \$34,715 per unit.
- **One (1)** – Replacement Unit 2022 Freightliner M2-106 SRA Stake Bed Truck. (P/W Streets)  
HGAC Contract #HT06-20, cost \$97,342 per unit.
- **One (1)** - Replacement Unit 2021 Ford F-150 Crew Cab. (Building Maintenance)  
FBC Contract #20-023, cost \$27,450 per unit.
- **One (1)** – Replacement Unit. 2021 John Deere 5100E Utility Tractor. (Parks)  
TX Buy Board Grounds Mtnc Equip, Irrigation #611-20 (PG 67 CG 70),  
Cost \$46,005.18 per unit.
- **One (1)** – Replacement Unit 2021 Ford F-150 Extended Cab. (Code Enforcement)  
FBC Contract #20-023, Cost \$25,390 per unit.



# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



www.HelfmanFord.com

**Bill Chrisman**  
Fleet Commercial Sales Director

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4147

Direct 281.274.7204  
bchrisman@helfmanford.com

CITY OF MISSOURI CITY  
Make Trucks

Date 9-24-20

**BUCKET SEATS**

Gentlemen:

We are pleased to submit a price on the following

Ford Year 2021 Model W3B

Body Style	<u>F350 PICKUP</u>	
Factory List	<u>4X4 CREW CAB</u>	\$ _____
Freight	<u>8' Bed</u>	\$ _____
Dealer Handling	<u>Single R. wheels</u>	\$ _____
Federal Tax		\$ _____
Accessories		\$ _____

- V-8 GAS
- TRAILER TOW
- PWR WINDOWS, Locks
- R. CAMERA
- SYNC
- RACE BED

+ FOR Diesel Add: \$9,180 = 41,680

List Price		\$ _____
Fleet Discount	<u>FBC Local</u>	\$ _____
Net Selling Price		\$ <u>32,500</u>
Less Trade In		\$ _____
State Tax		\$ <u>EXEMPT</u>
License		\$ <u>175</u>
Total Delivered Price	<u>X</u>	\$ <u>32,500</u>

This quotation good for Factory order days from date.  
Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

Signature \_\_\_\_\_

# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



www.HelfmanFord.com  
**Bill Chrisman**  
Fleet/Commercial Sales Director

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4141

Direct 281.274.7204  
bchrisman@helfmanford.com

CITY OF MISSOURI CITY

Date 9-23-20

ATTN: Mike Tubbs

Gentlemen:

We are pleased to submit a price on the following FORD Year 2021 Model K SA  
Body Style EXPLODER

Factory List POLICE INTERCEPTOR \$ \_\_\_\_\_

Freight AWP \$ \_\_\_\_\_

Dealer Handling \$ \_\_\_\_\_

Federal Tax \$ \_\_\_\_\_

Accessories \$ \_\_\_\_\_

SAME EQUIPMENT AS CURRENT UNITS

List Price CURRENT \$ \_\_\_\_\_

Fleet Discount FORD 13% and COUNTY \$ \_\_\_\_\_

Net Selling Price LOCAL PRICING \$ 34,715

Less Trade In \$ \_\_\_\_\_

State Tax EXEMPT \$ \_\_\_\_\_

License STATE INSURANCE \$ \_\_\_\_\_

Total Delivered Price EACH \$ 34,715

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN**  
FLEET MANAGER

DIRECT # (281) 274-7204  
FAX (281) 240-4147

Signature

X 3



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

HT06-20

Date Prepared:

10/1/2020

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Missouri City	Contractor:	Houston Freightliner
Contact Person:	Mike Tubbs	Prepared By:	Adam Neuse
Phone:	281-403-8583	Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	D5	Description:	2022 Freightliner M2-106 SRA
---------------	----	--------------	------------------------------

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 62072

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CUM L9 260 HP 720 LB FT TQ	7609		
Allison 3500 RDS Auto Trans	5033		
13,300 LB FR Suspension	235		
Driver Controlled Differential Lock (One Axle)	551		
177" Wheelbase	517		
7/16X3-9/16X11-1/8" Frame 120 KSI	755		
1/4" Inner Frame Reinforcement	775		
LH 80 Gallon Fuel Tank	758		
Dual West Coast Mirrors w LH/RH Remote	215		
Basic High Back Air Driver Seat	159	Special Warren Flatbed Dump Body	17160
2 Man Passanger Seat	144	<b>Subtotal From Additional Sheet(s):</b>	
Adjustable Steering Column	359	<b>Subtotal B:</b>	34270

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	0
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	96342	=	Subtotal D:	96342
-------------------	---	--------------------------	-------	---	-------------	-------

**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: 1000

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
Discount	0		
		<b>Subtotal F:</b>	0

**Delivery Date:** **G. Total Purchase Price (D+E+F):** 97342



**JOHN DEERE**

# Selling Equipment

Quote Id: 22822772      Customer Name: CITY OF MISSOURI CITY

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Brookside Equipment Sales  
11700 S Sam Houston Pkwy W  
Houston, TX 77031  
713-541-3535  
houston southwest@brooksideusa.com

## JOHN DEERE 5100E Utility Tractor

<b>Hours:</b>		<b>Suggested List *</b>
<b>Stock Number:</b>		<b>\$ 56,040.00</b>
<b>Contract:</b> TX BuyBoard Grounds Mtn Equip, Irrigation		<b>Selling Price *</b>
611-20 (PG 67 CG 70)		<b>\$ 46,005.18</b>
<b>Price Effective Date:</b> September 22, 2020		

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 54,852.00	18.00	\$ 9,873.36	\$ 44,978.64	\$ 44,978.64
<b>Standard Options - Per Unit</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2110	Mechanical Suspension Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 897.00	18.00	\$ 161.46	\$ 735.54	\$ 735.54
3400	Less Mid Valves	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 897.00</b>		<b>\$ 161.46</b>	<b>\$ 735.54</b>	<b>\$ 735.54</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LP25001	HITCH COUPLING	1	\$ 139.00	0.00	\$ 0.00	\$ 139.00	\$ 139.00
18910649	PINTLE HOOK	1	\$ 152.00	0.00	\$ 0.00	\$ 152.00	\$ 152.00
<b>Dealer Attachments Total</b>			<b>\$ 291.00</b>		<b>\$ 0.00</b>	<b>\$ 291.00</b>	<b>\$ 291.00</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 56,040.00</b>		<b>\$ 10,034.82</b>	<b>\$ 46,005.18</b>	<b>\$ 46,005.18</b>



**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Brookside Equipment Sales  
 11700 S Sam Houston Pkwy W  
 Houston, TX 77031  
 713-541-3535  
 houstonsouthwest@brooksideusa.com

**Quote Summary**

**Prepared For:**  
 CITY OF MISSOURI CITY  
 1522 TEXAS PKWY  
 MISSOURI CITY, TX 77489  
 Business: 281-261-4290  
 michael.tubbs@missouricitytx.gov

**Delivering Dealer:**  
**Brookside Equipment Sales**  
 Kevin Schulze  
 11700 S Sam Houston Pkwy W  
 Houston, TX 77031  
 Phone: 713-541-3535  
 schulze.kevin@brooksideusa.com

**Quote ID:** 22822772  
**Created On:** 23 September 2020  
**Last Modified On:** 23 September 2020  
**Expiration Date:** 30 November 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor	\$ 56,040.00	\$ 46,005.18 X	1 =	\$ 46,005.18
<b>Contract:</b> TX BuyBoard Grounds Mtnc Equip, Irrigation 611-20 (PG 67 CG 70)				
<b>Price Effective Date:</b> September 22, 2020				
<b>Equipment Total</b>				<b>\$ 46,005.18</b>

\* Includes Fees and Non-contract items

<b>Quote Summary</b>	
Equipment Total	\$ 46,005.18
Trade In	
SubTotal	<b>\$ 46,005.18</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 46,005.18
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 46,005.18</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

Shipping address

Billing address

Vendor: John Deere Company

2000 John Deere Run Cary,  
NC 27513

Contract name and/or number

Signature

Tax exempt certificate, if applicable

**Kevin Schulze**

Brookside Equipment Sales  
11700 S Sam Houston Pkwy W  
Houston, TX 77031

Tel: 713-541-3535

Email: [schulze.kevin@brooksideusa.com](mailto:schulze.kevin@brooksideusa.com)

The John Deere Government Sales Team

# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



www.HelfmanFord.com  
**Bill Chrisman**  
Fleet/Commercial Sales Director

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4147

Direct 281.274.7204  
bchrisman@helfmanford.com

CITY OF MISSOURI CITY

Date 9-23-20

ATTN: MIKE TUBBS

Gentlemen:

We are pleased to submit a price on the following

Ford Year 2021 Model 10713

Body Style	<u>Explorer</u>	
Factory List	<u>P.W.D.</u>	\$ _____
Freight	<u>"CIVILIAN"</u>	\$ _____
Dealer Handling		\$ _____
Federal Tax		\$ _____
Accessories	<u>SAME EQUIPMENT AS CURRENT UNITS</u>	\$ _____

List Price	<u>CURRENT</u>	\$ _____
Fleet Discount	<u>FORD BRAND COUNTY</u>	\$ _____
Net Selling Price	<u>LOCAL PRICING</u>	\$ <u>25,980</u>
Less Trade In		\$ _____
State Tax		\$ _____
<u>STATE INSPECTION</u>		\$ _____
License		\$ _____
Total Delivered Price	<u>EXCL</u>	\$ <u>25,980</u>

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

Signature \_\_\_\_\_

# HELFMAN FORD

12220 SOUTHWEST FWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



www.HelfmanFord.com

**Bill Chrisman**  
Fleet/Commercial Sales Director

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4147

Direct 281.274.7204  
bchrisman@helfmanford.com

CITY OF MISSOURI CITY  
ATTN: Mike Tubbs

Date 9-23-20

Gentlemen:

We are pleased to submit a price on the following

Ford Year 2021 Model X1C

Body Style	<u>F150</u>		
Factory List	<u>Super Cab Pick-up</u>	\$	
Freight	<u>4x2</u>	\$	
Dealer Handling	<u>6 1/2" Box</u>	\$	
Federal Tax		\$	
Accessories	<u>SAME EQUIPMENT AS CURRENT UNITS</u>	\$	

List Price	<u>CURRENT</u>	\$	
Fleet Discount	<u>FORD BOUND COUNTY</u>	\$	
Net Selling Price	<u>LOCAL PRICING</u>	\$	<u>25390</u>
Less Trade In		\$	<u>-</u>
State Tax		\$	<u>EXTC</u>
License	<u>STATE IN RESIDENCE</u>	\$	<u>1700</u>
Total Delivered Price	<u>EXTC</u>	\$	<u>25390</u>

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

Signature

# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



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**Bill Chrisman**  
Fleet/Commercial Sales Director

12220 Southwest Frwy  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4144

Direct 281.274.7204  
bchrisman@helfmanford.com

CITY OF MISSOURI CITY

Date 9-23-20

ATTN: Mike Tubbs

Gentlemen:

We are pleased to submit a price on the following FORD Year 2021 Model WLC  
 Body Style F150  
 Factory List ..... SUPR. CR. W. PICKUP ..... \$ \_\_\_\_\_  
 Freight ..... HXZ ..... \$ \_\_\_\_\_  
 Dealer Handling ..... 5 1/2' BOX ..... \$ \_\_\_\_\_  
 Federal Tax ..... \$ \_\_\_\_\_  
 Accessories ..... \$ \_\_\_\_\_  
SAME EQUIPMENT AS CURRENT UNITS

List Price ..... CURRENT ..... \$ \_\_\_\_\_  
 Fleet Discount FORD 13% and County ..... \$ \_\_\_\_\_  
 Net Selling Price ..... LOCAL PRICING ..... \$ 27,450  
 Less Trade In ..... \$ \_\_\_\_\_  
 State Tax ..... \$ EXTR  
STATE INSP. ..... \$ \_\_\_\_\_  
 License ..... \$ \_\_\_\_\_  
 Total Delivered Price ..... \$ 27,450

This quotation good for FACTORY ORDER days from date.  
Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

Signature



# CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(d) Authorize the Purchase of two (2) Vehicles for the Fire Marshall's Office  
**Submitted by:** Mike Tubbs, Fleet Superintendent

## SYNOPSIS

The Fleet Maintenance Division requests to purchase two (2) new vehicles for the Fire Marshall's office that were approved as a "supplemental" during the FY2021 budget process. These units will be purchased using a Fort Bend County Interlocal Agreement.

## STRATEGIC PLAN 2021 GOALS ADDRESSED

- Create a great place to live

## BACKGROUND

The estimated purchase price of these two (2) new vehicles is \$64,940. Additionally, staff anticipates an additional \$17,960 for "make ready" equipment.

The total expenditure for these two new vehicles and equipment is \$82,900:

- **Two (2)** - New Units 2021 Ford F-150 Super Crew Cab 4X4.  
FBC Contract #20-023, Cost \$32,470 per unit.

## BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY21 Funds Budgeted	FY21 Funds Available	Amount Requested
Fleet Replacement Fund	606-58650-15-999	Transportation Equipment	\$841,935	\$841,935	\$82,900*

\*the amount requested includes the purchase and up-fit cost for each vehicle.

**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. Vehicle Quote

**STAFF'S RECOMMENDATION**

Staff recommends approval of this purchase through the Fleet Maintenance Replacement Fund.

**Director Approval:**

**Shashi K. Kumar, P.E.**

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

**Glen A. Martel, ACM**

# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION



HelpmanFord.com

**Bill Chrisman**

Fleet/Commercial Sales Director

Direct 281.274.7204  
bchrisman@helpmanford.com

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4147

CITY OF MISSOURI CITY

Date 01-25-20

Gentlemen:

We are pleased to submit a price on the following Ford Year 2021 Model W1E  
 Body Style \_\_\_\_\_  
 Factory List F150 Super Crew \$ \_\_\_\_\_  
 Freight 5 1/2 box \$ \_\_\_\_\_  
 Dealer Handling 4x4 \$ \_\_\_\_\_  
 Federal Tax \$ \_\_\_\_\_  
 Accessories per attached specs \$ \_\_\_\_\_

2021 F-150		Order No: Q825	Priority: M1	Ord	Order Type: 5B	Price Level: 120
		Ord PEP: 300A	Cust/Flt Name: MISSOURI CITY		PO Number:	F MARSHALL
W1E	F150 4X4 CREW	RETAIL \$43805	425	50 STATE EMISS	RETAIL	
	145" WHEELBASE		53B	CLASS IV HITCH	NC	
D1	STONE GRAY		794	PRICE CONCESSN	205	
U	CLTH 40/CON/40	295		REMARKS TRAILER		
S	MED DARK SLATE			FLEX FUEL		
300A	EQUIP GRP			SP DLR ACCT ADJ		
	.XLT SERIES			SP FLT ACCT CR		
	.17" SILVER ALUM			FUEL CHARGE		
995	5.0L V8 FFV ENG	1995	B4A	NET INV FLT OPT	NC	
44G	ELEC 10-SPDAUTO			PRICED DORA	NC	
	.265/70R-17			DEST AND DELIV	1695	
X27	3.31 REG AXLE	NC	TOTAL	BASE AND OPTIONS	47995	
	7050# GVWR		TOTAL		47995	
	FLEET SPCL ADJ	NC	*THIS IS NOT AN INVOICE*			

Net Selling Price F.B.C. F. LOCAL \$ 15,525  
 Less Trade In \$ 32,470  
 State Tax \$ EXT.  
 License \$ 1700  
 Total Delivered Price eAch \$ 32,470

This quotation good for FACTORY ON days from date.  
 Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

X 2

Signature



## CITY COUNCIL MEETING AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(e) Amendment of Strategic Partnership Agreement with Sienna MUD 1  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

On or about August 17, 2020, the City Council authorized staff to proceed with the process of initiating a limited purpose annexation of Sienna Municipal Utility Districts 1, 5, 6, and 7 for the purpose of providing fire protection services. This item constitutes the authorization of an amendment to the City of Missouri City's strategic partnership agreement with Sienna Plantation Municipal Utility District No. 1 ("Sienna MUD 1") to provide for such limited purpose annexation. The amendments to the agreements with Sienna MUDs 5, 6, and 7 were authorized on October 5, 2020. Public hearings were held on September 21, 2020, and on September 28, 2020, to receive comments for or against the amendment of the agreements.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

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

### BACKGROUND

Chapter 43 of the Texas Local Government Code authorizes municipalities and utility districts to enter into strategic partnership agreements as a mechanism for mutually agreeing to terms for the provision of services and the annexation of land. On or about March 19, 2001, the City of Missouri City (the "City") entered into a strategic partnership agreement and a fire protection agreement with Sienna MUD 1. Those agreements are still in effect.

Pursuant to Chapter 43 of the Texas Local Government Code, the City and Sienna MUD 1 desire to amend their existing strategic partnership agreement to authorize the limited purpose annexation of territory for the sole purpose of providing fire protection services. Sienna MUD 1 will remain in existence upon the proposed limited annexation to continue to provide authorized functions.

Notice of the City's hearing on the proposed amendment was published in the *Fort Bend Independent* on September 2, 9, and 16. Public hearings were held on September 21, 2020, and on September 28, 2020, to receive comments for or against the amendment of the agreement. By October 5, 2020, the board of Sienna MUD 1 had only conducted one of the two required public hearings on the proposed amendment. At this time, the board of Sienna MUD 1 has held its second required hearing and has authorized the proposed amendment.

### BUDGET ANALYSIS

Sienna MUD 1 currently facilitates the contract between the City and Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7 for fire protection services. The City received approximately \$0 for fire protection services for Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7 in the last fiscal year and approximately \$1,989,744 from other populated Sienna MUDs for fire protection services.

**SUPPORTING MATERIALS**

1. Proposed amendment

**STAFF'S RECOMMENDATION**

**ACTION IS DISCRETIONARY**: This matter is fully within the discretion of the City Council.

**Director Approval:**

**E. Joyce Iyamu, City Attorney**

**FIRST AMENDMENT TO THE  
STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 1**

This First Amendment to the Strategic Partnership Agreement entered into on or about March 19, 2001 (the "Amendment") is entered into by and between the City of Missouri City, Texas (the "City"), a municipal corporation in Fort Bend and Harris Counties, Texas, and Sienna Plantation Municipal Utility District No. 1 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

RECITALS

WHEREAS, Sienna Plantation Municipal Utility District No. 1 (the "District") is located within the master-planned community of Sienna Plantation; and

WHEREAS, the District is in the City's extraterritorial jurisdiction; and

WHEREAS, Chapter 43, Texas Local Government Code, authorizes the City and the District to enter into a strategic partnership agreement, which may provide for such lawful terms that the parties consider appropriate to provide for the provision of services to the District and the annexation of the land within the District and into the City; and

WHEREAS, the Board of Directors of the District and the District's voters have determined that the City can provide the most reliable and prompt fire protection and emergency services to its residents; and

WHEREAS, the City and the Board of Directors also believe that it is in the best interest of the residents of the District to continue to receive fire protection and emergency services from the City pursuant to existing agreements; and

WHEREAS, the City intends to be the sole provider of fire protection and emergency services to the District by use of municipal personnel; and

WHEREAS, pursuant to Article IV of the Strategic Partnership Agreement, the parties have agreed that the City shall provide fire protection services to the District;

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

Section 1. Purpose.

The purpose of this Amendment is to authorize the annexation of the District for the limited purpose of providing fire protection services and to establish the City as the sole provider of such services to the District.

Section 2. Amendment.

A. Subsection A of Section 3.01 of Article III of the Agreement is hereby amended as follows:

“A. The City agrees that irrespective of its right and power under existing or subsequently enacted law, except as provided in paragraph B, C, C-1, and Section 3.02 hereof, it will not annex or attempt to annex, annex for limited purposes or attempt annex for limited purposes, in whole or in part, the District until the following conditions have been met:

1. At least 90% of the developable acreage within the District has been developed with water, wastewater treatment, and drainage facilities. Developable acreage means the total acreage in Sienna less acreage associated with land uses 43, 44, 61, 62, 63, 64, and 65 in the Parcelization Plan attached as Exhibit D-13 to the Development Agreement, which Exhibit is incorporated herein by reference; and

2. The Landowner developing within the District has been reimbursed by the District to the maximum extent permitted by the rules of the TNRCC or the City assumes any obligation for such reimbursement of the District under such rules.”

B. Section 3.01 of Article III of the Agreement is hereby amended by adding a new Subsection C-1 after Subsection C of Section 3.01 of Article III thereof to provide as follows:

“C-1. The District and the City agree that the City is hereby permitted to annex for limited purposes the District, whether or not contiguous to the City’s corporate limits, for the purpose of providing fire protection services to the District by the use of municipal personnel in accordance

with a duly adopted fire protection plan authorized by the TCEQ. The Board of Directors agree, upon request to execute and deliver such further documents as may be necessary in order to effectuate the terms of this paragraph. Except as described herein, the District will continue to exercise all functions, powers, and authority vested in the District. ”

Section 3. Miscellaneous.

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Section 4. Severability.

The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Amendment, it shall not affect, impair, or invalidate this Amendment as a whole or any provision hereof not declared to be invalid or contrary to law.

Section 5. Entire Agreement; Requirement of a Writing.

It is understood and agreed that this Amendment supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreement presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Amendment shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of \_\_\_\_\_, 2020.

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 1

By: \_\_\_\_\_  
President, Board of Directors

Address:  
The Muller Law Group, PLLC  
202 Century Square Blvd  
Sugar Land, Texas 77478  
Attn: Richard Muller

ATTEST:

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Secretary, Board of Directors

CITY OF MISSOURI CITY

By: \_\_\_\_\_  
Odis Jones, City Manager

Address:  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489

ATTEST:

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City Secretary

APPROVED AS TO FORM:

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City Attorney



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(f) Consider authorizing the Mayor to sign the Fort Bend Business Parkway Phase 2 Final Plat.  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager, Development Services Department

### SYNOPSIS

On October 5, 2020, the City Council authorized an Ordinance directing the Mayor for the partial abandonment of a drainage easement granted to the City in 2015, that the City has determined is no longer necessary to accomplish any of the City's drainage needs. The subject drainage easement is located in the Fort Bend Business Park north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. This partial abandonment was contingent to Grantee conveying a new drainage easement in writing (approximately 23.44 acres), substantially similar to the form provided in the attachment (Exhibit A – Final Plat). The new drainage easement is being conveyed via the Fort Bend Business Parkway Phase 2 Final Plat, along with the right-of-way for Hurricane Lane.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

### BACKGROUND

On or about March 27, 2015, FLC Parkway, LP, a property owner in the City of Missouri City, recorded an approximately 19.945 acre drainage easement and conveyed it to the City for the construction, installation, placement, maintenance, operation, protection, inspection, repair, replacement or removal of drainage improvements, channels, structures and ditches.

To accommodate a new proposed development project in the vicinity, the Engineer (LJA) has proposed to re-locate and reconfigure this original 19.945 acres easement to serve the drainage purpose stated above. The property owner now proposes to convey a new approximately 23.44 acres drainage easement as shown in Exhibit A (Final Plat). City's Engineering staff have reviewed and approved a drainage analysis that supports the need for the new 23.44 acres drainage easement and verified that the existing 19.945 drainage easement can now to be partially abandoned.

### BUDGET ANALYSIS

Funds are not being requested at this time.

### SUPPORTING MATERIALS

1. Exhibit A - Fort Bend Business Parkway Phase 2 Final Plat.



STATE OF TEXAS  
COUNTY OF FORT BEND

WE, FLC PARKWAY, L.P., A TEXAS LIMITED LIABILITY PARTNERSHIP, ACTING BY AND THROUGH ROCKY LAI, PRESIDENT, KNOW AN OFFICER OF FLC PARKWAY, L.P., A TEXAS LIMITED LIABILITY PARTNERSHIP AND THE CITY OF MISSOURI CITY, ACTING BY AND THROUGH YOLANDA FORD, MAYOR, BEING AN OFFICER OF THE CITY OF MISSOURI CITY, OWNERS HERETOFORE REFERRED TO AS OWNERS OF THE 114.404 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF FORT BEND PARKWAY BUSINESS PARK PHASE 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINAGE EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY, WE, OUR SUCCESSORS AND ASSIGNEES HEREBY WAIVE ANY CLAIM, DAMAGE OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'-6") FOR TEN FEET (10'-0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'-6") FOR FOURTEEN FEET (14'-0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'-6") FOR SIXTEEN FEET (16'-0") PERIMETER GROUND EASEMENTS FROM A PLANE SIXTEEN FEET (16'-0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (ALE AND ALE2) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'-6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'-0") FOR FOURTEEN FEET (14'-0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'-0") FOR SIXTEEN FEET (16'-0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'-0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (ALE AND ALE2) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'-0") IN WIDTH.

IN TESTIMONY WHEREOF, THE FLC PARKWAY, L.P., A TEXAS LIMITED LIABILITY PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROCKY LAI, ITS PRESIDENT, THEREUNTO AUTHORIZED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FLC PARKWAY, L.P.  
A TEXAS LIMITED LIABILITY PARTNERSHIP

BY: \_\_\_\_\_  
ROCKY LAI, PRESIDENT

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROCKY LAI, PRESIDENT OF FLC PARKWAY, L.P., A TEXAS LIMITED LIABILITY PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

IN TESTIMONY WHEREOF, THE CITY OF MISSOURI CITY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY YOLANDA FORD, ITS MAYOR, THEREUNTO AUTHORIZED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

THE CITY OF MISSOURI CITY

BY: \_\_\_\_\_  
YOLANDA FORD, MAYOR

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED YOLANDA FORD, MAYOR OF THE CITY OF MISSOURI CITY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, GARY D. NUTTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8") INCH WITH PLASTIC CAP MARKED "LA SURVEY" AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

GARY D. NUTTER, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5659

I, JORGE GONZALEZ, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

JORGE GONZALEZ, P.E.  
LICENSED PROFESSIONAL ENGINEER  
TEXAS LICENSE NO. 131606

STATE OF TEXAS  
COUNTY OF FORT BEND

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSOURI CITY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF FORT BEND PARKWAY BUSINESS PARK PHASE 2 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MISSOURI CITY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SONYA BROWN-MARSHALL, CHAIRMAN

TIMOTHY R. HARVEY, VICE CHAIRMAN

NOTES:

1. BENCHMARK - PGM-003 4 INCH BRASS DISC SET IN CONCRETE LOCATED ON THE SOUTHWESTERN CORNER OF THE INTERSECTION OF SENNA PARKWAY AND TRAMM-FRESNO ROAD.

ELEV.= 66.07 FEET (NAVD83, 2001 ADJUSTMENT)

2. TRM- MISSOURI CITY SURVEY SECONDARY BENCHMARK NO. SCM-11021A BRASS DISC MARKED "C.O.M.C.", SCM-11021A LOCATED ON THE TOP OF A CURB INLET ON THE WESTERLY SIDE OF HURRICANE LANE, APPROXIMATELY 3.070 FEET (0.6 MIRES) NORTH OF TRAMM-FRESNO ROAD.

ELEV.= 68.18 FEET (NAVD83, 2001 ADJUSTMENT)

3. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A FACTOR OF 0.99970018.

4. THIS PLAT WAS PREPARED TO MEET THE CITY OF MISSOURI CITY AND FORT BEND COUNTY REQUIREMENTS.

5. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHARTER TITLE COMPANY, ORDER NO. 2020-0300 DATED AUGUST 31, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

6. THIS PLAT LIES WHOLLY WITHIN THE CITY OF MISSOURI CITY, FORT BEND COUNTY.

7. ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA AS PER SECTION 2.6.5(3) OF THE PLATING MANUAL OF THE CITY OF MISSOURI CITY (SEPTEMBER 2019).

8. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (MAP NOS. 48157C 0265 AND 48157C 0315), REVISED DATE APRIL 2, 2014, PROPERTY LIES WITHIN UNSHADED ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS SHOWN AS BEING PROTECTED FROM THE 1% ANNUAL CHANCE OR GREATER FLOOD PLAIN, LAI DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.

9. ALL EXISTING AND PROPOSED PIPELINES OR PIPELINE EASEMENTS THROUGH THE SUBDIVISION HAVE BEEN SHOWN.

10. ALL DRAINAGE AND FLOWWAY EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AS REQUIRED BY SUBSECTION 82-168(B) OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS.

11. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.

12. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.

13. THE CITY OF MISSOURI CITY WILL NOT BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE FACILITIES (INCLUDING SWALES, DRAINAGE/RETENTION PONDS, OUTFALL PIPES, ETC.), THE CITY OF MISSOURI CITY MANAGEMENT DISTRICT NO. 2 WILL ULTIMATELY BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE FACILITIES (INCLUDING SWALES, DRAINAGE EASEMENT PONDS, OUTFALL PIPES, ETC.) AS REQUIRED BY SECTION 5.2(14) OF THE PLATING MANUAL OF THE CITY OF MISSOURI CITY (SEPTEMBER 2019). BY THE UTILITY AND ROAD AGREEMENT MADE BETWEEN THE CITY OF MISSOURI CITY, TEXAS AND MISSOURI CITY MANAGEMENT DISTRICT NO. 2, DATED NOVEMBER 16, 2015, AND BY THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MISSOURI CITY, TEXAS AND FLC PARKWAY, L.P. AS RECORDED BY INSTRUMENT NUMBER 2016030538 IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

14. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY SECTION 82-164 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS.

15. DRIVEWAY APPROACHES SHALL BE PROVIDED IN ACCORDANCE WITH THE MISSOURI CITY DRIVEWAY APPROACH PLAT AS REQUIRED UNDER THE PROVISIONS OF SUBSECTION 82-162 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS.

16. IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE, ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.

17. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED AT THE TIME OF PLATING.

18. GAS METER LOCATION: GAS METERS SHALL BE LOCATED IN AN AREA ACCESSIBLE WITHOUT CUSTOMER ASSISTANCE, AND NOT BLOCKED BY FENCES, WALLS OR GATES. FOR FURTHER INFORMATION PLEASE CONTACT SENERGY AT 281-778-8260.

19. NO BUILDING OR OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS WILL BE ISSUED BY THE CITY OF MISSOURI CITY, TEXAS, FOR CONSTRUCTION WITHIN THIS SUBDIVISION UNTIL SUCH TIME AS ALL PUBLIC IMPROVEMENTS OF THE SUBDIVISION HAVE BEEN CONSTRUCTED BY THE DEVELOPER AND ACCEPTED BY THE CITY OR THE GUARANTEE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS REQUIRED BY SECTION 82-206 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS, IS SUBMITTED TO AND APPROVED BY THE CITY.

20. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHT-OF-WAY WILL BE MONUMENTED.

21. ADEQUATE FIRE FLOWS SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF THE PROPOSED WATER LINE.

22. REQUIRED FIRE FLOWS SHALL BE PROVIDED BASED ON THE SIZE AND CONSTRUCTION OF ALL BUILDINGS AS REQUIRED BY THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY.

23. THE PLACEMENT OF FIRE HYDRANTS SHALL BE PROVIDED BASED ON THE MINIMUM DISTANCE REQUIREMENTS AS ESTABLISHED IN THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY (SOFT FOR RESIDENTIAL DEVELOPMENT AND 300FT. FOR COMMERCIAL DEVELOPMENT). ALL FIRE HYDRANTS SHALL BE INSTALLED ACCORDING TO THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY.

24. STREET LIGHTING SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF MISSOURI CITY INFRASTRUCTURE DESIGN MANUAL, CHAPTER 4, STREET LIGHTING AND OVERHEAD UTILITIES, THE INSTALLATION, OPERATION, AND MAINTENANCE OF ORNAMENTAL STREET LIGHTS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MISSOURI CITY, EXCEPT AS PROVIDED THEREIN.

25. NO BUILDINGS OR OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS, WILL BE ISSUED BY THE CITY OF MISSOURI CITY, TEXAS, FOR CONSTRUCTION WITHIN THE SUBDIVISION UNTIL SUCH TIME AS THE ESCROW OF FUNDS REQUIRED UNDER THE PROVISIONS OF SUBSECTION (C) OR (FIVE) PARAGRAPH MONEY IN LIEU OF PARKLAND REQUIRED UNDER THE PROVISIONS OF SUBSECTION (E) OF SECTION 82-174 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS HAS BEEN SUBMITTED AND ACCEPTED BY THE CITY.

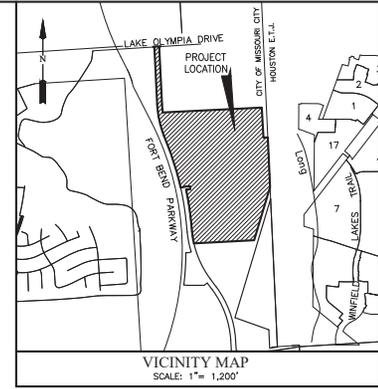
26. ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF MISSOURI CITY, TEXAS.

27. BUILDINGS SHALL BE SET BACK A MINIMUM DISTANCE OF 30 FEET FROM ANY PIPELINE OR 15 FEET FROM ANY PIPELINE EASEMENT, WHICHEVER DISTANCE IS GREATER.

28. SHARED ACCESS AND PARKING FACILITIES SHALL BE PROVIDED AS REQUIRED UNDER THE PROVISIONS OF SUBSECTION 82-159 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY.

29. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 71.25 FEET ABOVE MEAN SEA LEVEL, THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIPHERY OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN (18) INCHES ABOVE NATURAL GROUND.

30. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY IS SUBDIVIDED OR RECONSTRUCTED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THEREIN SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.



VICINITY MAP  
SCALE: 1" = 1,200'  
KEY MAP NO. 610V&Z

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON \_\_\_\_\_, 2020 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN PLAT NUMBER \_\_\_\_\_ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

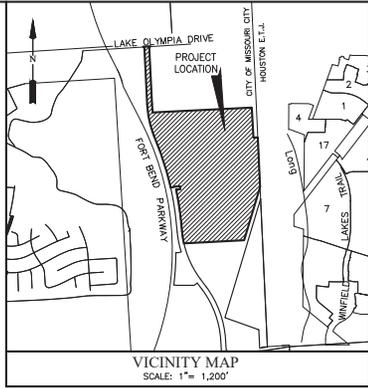
LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

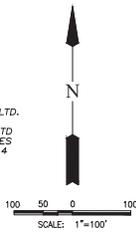
FINAL PLAT OF  
**FORT BEND PARKWAY  
BUSINESS PARK PHASE 2**  
A SUBDIVISION OF 114.404 ACRES OF LAND SITUATED IN  
THE ELLIAH ROARK LEAGUE, ABSTRACT 77,  
CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS  
0 LOTS 4 RESERVES (107.581 ACRES) 1 BLOCK  
OCTOBER 7, 2020 JOB NO. 2088-3002  
OWNERS:  
**FLC PARKWAY, L.P.**  
A TEXAS LIMITED LIABILITY PARTNERSHIP  
ROCKY LAI, PRESIDENT  
3217 MONTROSE BOULEVARD, SUITE 222, HOUSTON, TEXAS 77006  
PH: (281) 888-1919  
**THE CITY OF MISSOURI CITY**  
YOLANDA FORD, MAYOR  
1522 TEXAS PARKWAY, MISSOURI CITY, TEXAS 77489  
PH: (281) 403-8500

SURVEYOR: **LJA** ENGINEER: **LJA**  
**LJA Surveying, Inc.** **LJA Engineering, Inc.**  
3800 W Sam Houston Parkway S Phone 713.953.5200 1704 W. Grand Parkway North Phone 713.953.5200  
Suite 173 Suite 100 Fax 713.953.5206  
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382 Katy, Texas 77449 FRN-F-1386  
GARY D. NUTTER, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5659  
JORGE GONZALEZ, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 131606

FILED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
NOTARY PUBLIC: \_\_\_\_\_



- LEGEND**
- B.L. INDICATES BUILDING LINE
  - U.E. INDICATES UTILITY EASEMENT
  - D.E. INDICATES DRAINAGE EASEMENT
  - W.L.E. INDICATES WATER LINE EASEMENT
  - W.M.E. INDICATES WATER METER EASEMENT
  - S.S.E. INDICATES SANITARY SEWER EASEMENT
  - STM.S.E. INDICATES STORM SEWER EASEMENT
  - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
  - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
  - F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
  - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
  - F.N. INDICATES FILE NUMBER
  - S.N. INDICATES SEE NOTE
  - R.O.W. INDICATES RIGHT-OF-WAY
  - ESMT. INDICATES EASEMENT
  - VOL. INDICATES VOLUME
  - PG. INDICATES PAGE
  - (SX) INDICATES SET CHISELED "X"
  - (FX) INDICATES FOUND CHISELED "X"
  - (F) INDICATES FOUND 5/8" INCH IRON ROD WITH CAP STAMPED "LJA ENG"
  - (S) INDICATES SET 5/8" INCH IRON ROD WITH CAP STAMPED "LJA ENG"



**FINAL PLAT OF FORT BEND PARKWAY BUSINESS PARK PHASE 2**

A SUBDIVISION OF 114,404 ACRES OF LAND SITUATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT 77, CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS

0 LOTS 4 RESERVES (107,581 ACRES) 1 BLOCK  
OCTOBER 7, 2020 JOB NO. 2088-3002

**OWNERS:**  
**FLC PARKWAY, L.P.**  
A TEXAS LIMITED LIABILITY PARTNERSHIP  
3217 MONTROSE BOULEVARD, SUITE 222, HOUSTON, TEXAS 77006  
PH: (281) 888-1919

**THE CITY OF MISSOURI CITY**  
YOLANDA FORD, MAYOR  
1522 TEXAS PARKWAY, MISSOURI CITY, TEXAS 77489  
PH: (281) 403-8500

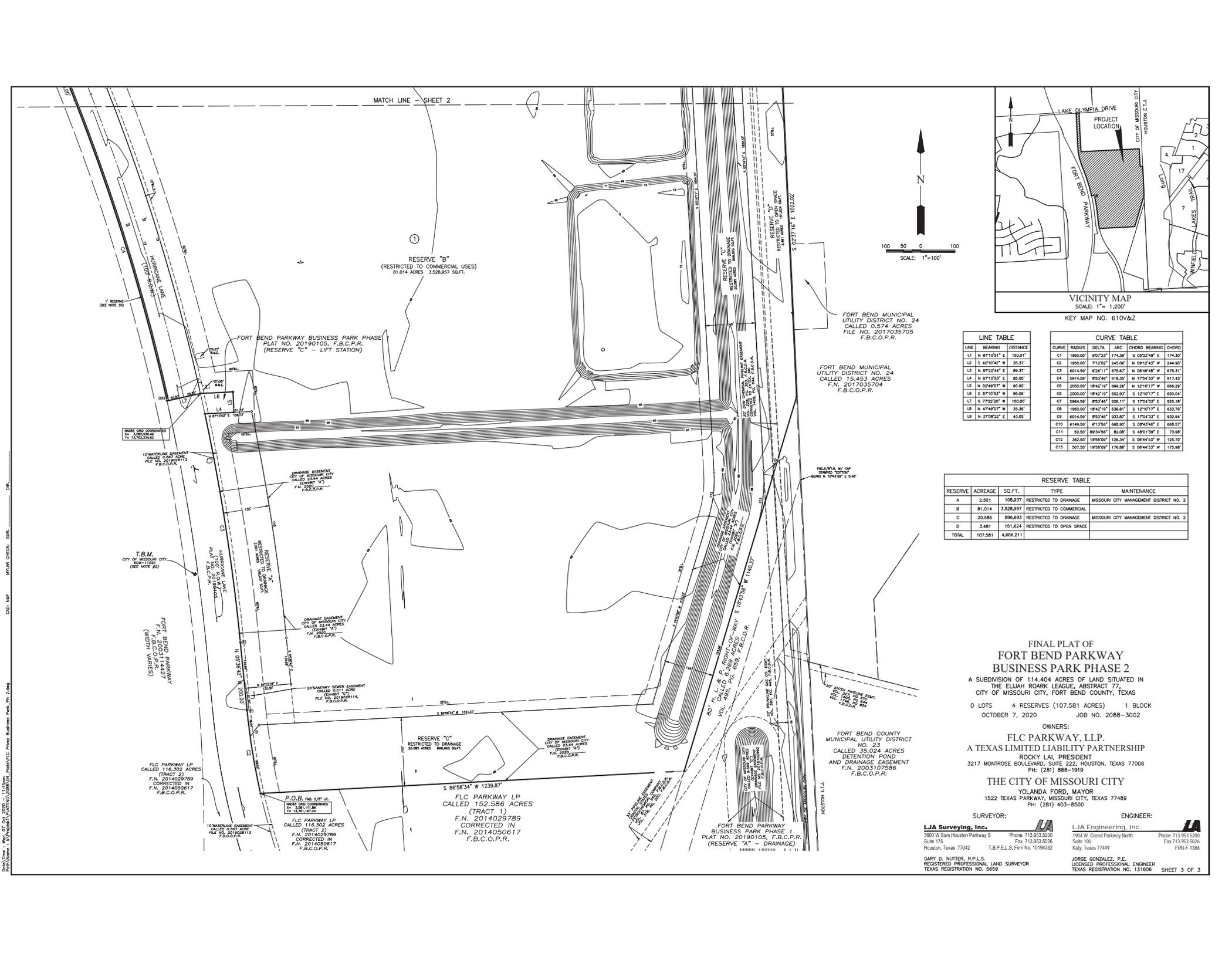
**SURVEYOR:** **LJA Surveying, Inc.**  
3800 W Sam Houston Parkway S Phone 713.953.5200  
Suite 173 Fax 713.953.5026  
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

**ENGINEER:** **LJA Engineering, Inc.**  
1904 W. Grand Parkway North Phone 713.953.5200  
Suite 100 Fax 713.953.5026  
Katy, Texas 77449 FRN-F-1386

GARY D. NITTER, R.P.I.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5659

JORGE GONZALEZ, P.E.  
LICENSED PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 131608

MATCH LINE - SHEET 3



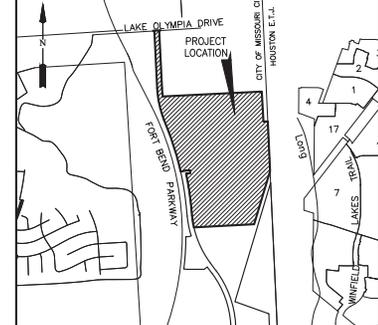
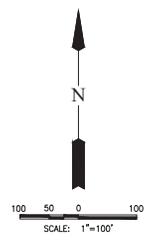
MATCH LINE - SHEET 2

RESERVE "B"  
(RESTRICTED TO COMMERCIAL USES)  
81.014 ACRES 3,528,957 SQ.FT.

FORT BEND PARKWAY BUSINESS PARK PHASE  
PLAT NO. 20190105, F.B.C.O.P.R.  
(RESERVE "C" - LIFT STATION)

FORT BEND MUNICIPAL  
UTILITY DISTRICT NO. 24  
CALLED 0.574 ACRES  
FILE NO. 2017035705  
F.B.C.O.P.R.

FORT BEND MUNICIPAL  
UTILITY DISTRICT NO. 24  
CALLED 15,453 ACRES  
F.N. 2017035704  
F.B.C.O.P.R.



VICINITY MAP  
SCALE: 1" = 1,200'  
KEY MAP NO. 610V&Z

LINE	BEARING	DISTANCE
L1	N 87°10'51" E	160.01'
L2	S 42°10'42" W	35.37'
L3	N 87°22'44" E	89.37'
L4	N 87°10'53" E	85.00'
L5	N 02°49'07" W	60.00'
L6	S 87°10'53" W	95.00'
L7	S 17°22'27" W	100.00'
L8	N 47°49'07" W	35.36'
L9	N 37°08'22" E	43.00'

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING	CHORD
C1	1950.00'	97°07'33"	174.36'	S 02°22'46" E	174.36'	
C2	1950.00'	71°25'02"	245.06'	N 09°12'43" W	244.00'	
C3	6014.59'	49°21'11"	675.67'	N 08°49'48" W	675.51'	
C4	5814.59'	85°34'46"	918.35'	N 17°04'33" W	917.43'	
C5	2050.00'	18°42'18"	669.26'	N 12°10'17" W	668.29'	
C6	2000.00'	18°42'18"	652.83'	S 12°10'17" E	650.04'	
C7	1284.42'	85°34'46"	826.11'	S 17°04'33" E	825.18'	
C8	1950.00'	18°42'18"	636.61'	S 12°10'17" E	633.79'	
C9	6014.59'	85°34'46"	933.87'	S 17°04'33" E	932.94'	
C10	6149.59'	81°35'56"	668.90'	S 08°43'40" E	668.57'	
C11	53.50'	88°34'56"	82.08'	S 48°01'39" E	73.98'	
C12	362.50'	19°28'00"	126.34'	S 08°44'53" W	125.97'	
C13	507.50'	19°28'00"	176.88'	S 08°44'53" W	175.98'	

RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	2.501	108,037	RESTRICTED TO DRAINAGE	MISSOURI CITY MANAGEMENT DISTRICT NO. 2
B	81.014	3,528,957	RESTRICTED TO COMMERCIAL	MISSOURI CITY MANAGEMENT DISTRICT NO. 2
C	20.585	896,693	RESTRICTED TO DRAINAGE	MISSOURI CITY MANAGEMENT DISTRICT NO. 2
D	3.481	151,624	RESTRICTED TO OPEN SPACE	
TOTAL	107.581	4,686,211		

**FINAL PLAT OF  
FORT BEND PARKWAY  
BUSINESS PARK PHASE 2**  
A SUBDIVISION OF 114.404 ACRES OF LAND SITUATED IN  
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TEXAS REGISTRATION NO. 131608



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(a) Limited purpose annexation of Sienna Municipal Utility Districts 1, 5, 6, and 7  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

On or about August 17, 2020, the City Council authorized staff to proceed with the process of initiating a limited purpose annexation of Sienna MUDs 1, 5, 6, and 7 for the purpose of providing fire protection services. This is the first of two readings of the ordinance annexing Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, into the City of Missouri City, Texas (the "City") for the limited purpose of providing fire protection services.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Have quality development through buildout.

### BACKGROUND

Section 43.0751 of the Texas Local Government Code ("Section 43.0751") authorizes a municipality and a utility district to enter into strategic partnership agreement that provides for limited-purpose annexation of the district on terms acceptable to the municipality and the district provided that the district continues in existence during the period of the limited-purpose annexation. Pursuant to Section 43.0751, the City and Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7, respectively, have adopted strategic partnership agreements with the City that authorizes the limited purpose annexation of the districts for the sole purpose of providing fire protection services.

The City of Missouri City currently provides fire protection services to certain municipal utility districts in its extraterritorial jurisdiction pursuant to fire protection agreements and other agreements. Fort Bend County Emergency Services District No. 7 has annexed several of those districts into its territory, which would duplicate fire protection services. On August 17, 2020, the City Council of the City of Missouri City authorized staff to initiate proceedings to annex certain municipal utility districts located in the extraterritorial jurisdiction of Missouri City for the limited purpose of providing fire protection services to eliminate the service overlap between Fort Bend County Emergency Services District No. 7 and the City.

Notice of the City's hearings on the proposed limited-purpose annexation were published in the *Fort Bend Independent* on September 2, 9, and 16, 2020. Public hearings were held on September 21, 2020, and on September 28, 2020, to receive comments for or against the proposed annexations. No one spoke for or against the proposed annexations.

Qualified voters in the annexed districts will be entitled to vote in certain municipal elections as provided in subsection (a) of Section 43.130 of the Texas Local Government Code. According to the Fort Bend County Elections Administrator, to date, there are 31 qualified voters in the districts.

## BUDGET ANALYSIS

The City will retain its existing responsibilities if the proposed annexations are effectuated.

According to the Fort Bend Central Appraisal District, the market values for the applicable utility districts are as follows (approximately):

- Sienna MUD 1: \$364,780;
- Sienna MUD 5: \$468,390;
- Sienna MUD 6: \$11,203,420; and
- Sienna MUD 7: \$12,110.810.

**Purchasing Review:** N/A

**Financial/Budget Review:** *Bertha P. Alexander, Budget & Financial Reporting Manager*

## SUPPORTING MATERIALS

1. Ordinance
2. Depiction
3. Notices

## STAFF'S RECOMMENDATION

**Action required:** Consider adopting the ordinance on the first of two readings.

**Director Approval:** E. Joyce Iyamu, City Attorney

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, EXTENDING THE CITY LIMITS OF THE CITY OF MISSOURI CITY, TEXAS, TO INCLUDE SIENNA MUNICIPAL UTILITY DISTRICTS 1, 5, 6 AND 7, GENERALLY LOCATED NORTH AND WEST OF THE SIENNA POINT RESIDENTIAL SUBDIVISION, SOUTH OF STEEP BANK TRACE, EAST OF THE BRAZOS RIVER, AND WEST OF FARM TO MARKET ROAD 521 FOR THE LIMITED PURPOSE OF PROVIDING FIRE PROTECTION SERVICES; DESCRIBING SUCH TERRITORY IN FURTHER DETAIL; ANNEXING TO THE CITY OF MISSOURI CITY, TEXAS, ALL OF THE AREAS WITHIN SUCH TERRITORY FOR A LIMITED PURPOSE PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE; APPROVING A SERVICE PLAN FOR THE AREA WITHIN SUCH TERRITORY; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, the City of Missouri City, Texas (the "City") and Sienna Plantation Municipal Utility District No. 1 ("Sienna MUD 1") entered into a Strategic Partnership Agreement pursuant to Section 43.0751 of the Texas Local Government Code on March 19, 2001, which was amended on October 19, 2020 (the "Sienna MUD 1 Agreement"); and

WHEREAS, the City and Sienna Municipal Utility District No. 5 ("Sienna MUD 5") entered into a Strategic Partnership Agreement pursuant to Section 43.0751 of the Texas Local Government Code on July 15, 2013, which was amended on October 5, 2020 (the "Sienna MUD 5 Agreement"); and

WHEREAS, the City and Sienna Municipal Utility District No. 6 ("Sienna MUD 6") entered into a Strategic Partnership Agreement pursuant to Section 43.0751 of the Texas Local Government Code on July 15, 2013, which was amended on October 5, 2020 (the "Sienna MUD 6 Agreement"); and

WHEREAS, the City and Sienna Plantation Municipal Utility District No. 7 ("Sienna MUD 7") entered into a Strategic Partnership Agreement pursuant to Section 43.0751 of the Texas Local Government Code on July 15, 2013, which was amended on October 5, 2020 (the "Sienna MUD 7 Agreement"); and

WHEREAS, the Sienna MUD 1, 5, 6, and 7 Agreements provide that the City may annex for limited purposes certain areas of the District, described in Exhibit "A" (the "Property"), which is located within the extraterritorial jurisdiction of the City, for the limited purpose of providing fire protection services; and

WHEREAS, prior to the institution of such annexation proceedings herein, the City of Missouri City, Texas, published timely notice of two public hearings that were duly held at which persons interested in such annexation were afforded the opportunity to be heard; and

WHEREAS, the City now desires to annex the Property for limited purposes and to provide fire protection services in accordance with existing agreements within the boundaries of the Property; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City to annex said territory in accordance with applicable law; now therefore,

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

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

Section 2. The land described in Exhibit "A" (the "Property"), which is located solely within the extraterritorial jurisdiction of the City, is hereby added and annexed to the City of Missouri City, Texas, for the limited purpose of providing fire protection services.

Section 3. The Property shall be part of the City of Missouri City, Texas for the limited purpose of providing fire protection services. Qualified voters of the Property are entitled to vote in municipal elections as provided in subsection (a) of Section 43.130 of the Texas Local Government Code. Inhabitants thereof shall not otherwise be entitled to the rights and privileges of other citizens and property owners of the City, but shall be bound by the acts, ordinances, resolutions, and regulations of the City as applicable to property annexed for the limited purpose of the provision of fire protection services.

Section 4. The plan for the provision of fire protection services into the areas annexed to the City of Missouri City, Texas, by the provisions of this Ordinance is set forth in the service plan attached hereto as Exhibit "B" ("Service Plan") and made a part hereof for all purposes. Such Service Plan is hereby approved.

Section 5. That the property that is described in Section 2 above is added to Council District D.

Section 6. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any territory 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 part thus declared to be invalid or unconstitutional, or whether there be one or more parts. The City Council hereby declares its purpose to annex to the City of Missouri City, Texas, every part of the area described in Section 2 of this Ordinance, regardless of whether any part of such described areas was heretofore annexed to the City. 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 presently part of and included in the limits of any other city, town or village or for which the City of Missouri City does not have legal authority to annex, the same is hereby excluded and excepted

EXHIBIT A

September 6, 1996  
Job No. 66684.034

DESCRIPTION OF  
29.117 ACRES  
REVISED SIENNA PLANTATION FRESH WATER SUPPLY DISTRICT  
OF FORT BEND COUNTY, TEXAS

All that certain tract or parcel containing 29.117 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record under Clerk's File No. 9537103 of the Official Records of Fort Bend County, Texas, (F.B.C.O.R.), and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at an angle point in a south line of said 3,905.044 acre tract, same being the northwest corner of a called 1,035.486 acre tract conveyed to Thompson Lake Partners, Ltd., by an instrument of record under Clerk's File No. 9537078 F.B.C.O.R.;

Thence, North  $14^{\circ} 28' 40''$  West, 96.35 feet to a point for corner on the arc of a curve whose center bears South  $27^{\circ} 58' 24''$  East;

Thence, 2420.18 feet along the arc of a curve to the right having a central angle of  $11^{\circ} 33' 20''$ , a radius of 12,000.00 feet, and a chord which bears North  $67^{\circ} 48' 16''$  East, 2416.08 feet to a point for corner;

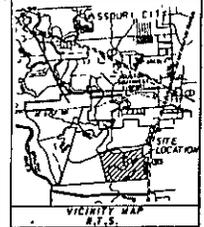
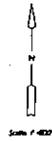
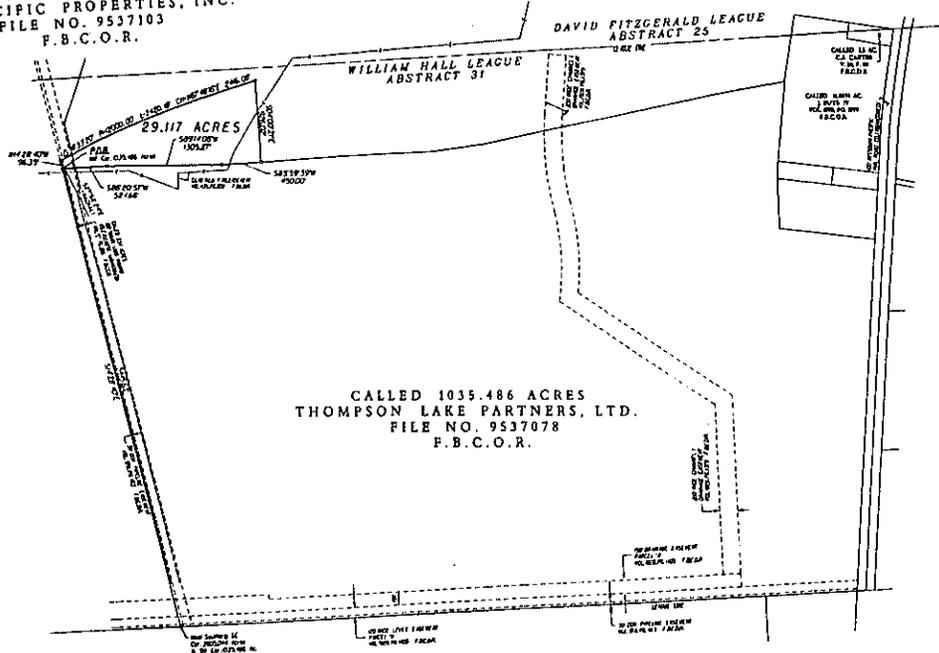
Thence, South  $04^{\circ} 00' 21''$  East, 926.02 feet, to a point for corner on the northerly line of the aforesaid 1035.486 acre tract and on a southerly line of the aforesaid 3,905.044 acre tract;

Thence, with the common line between said 1,035.486 acre and said 3,905.044 acre tract the following three (3) courses:

- 1) South  $85^{\circ} 59' 39''$  West, 450.00 feet to a point for corner;
- 2) South  $89^{\circ} 14' 08''$  West, 1,305.27 feet to a point for corner;
- 3) South  $86^{\circ} 20' 57''$  West, 524.66 feet to the POINT OF BEGINNING and containing 29.117 acres of land.

LJA Land Development Engineering & Surveying, Inc.

CALLED 3905.044 ACRES (NET)  
A.F.G. PACIFIC PROPERTIES, INC.  
FILE NO. 9537103  
F.B.C.O.R.



NOTE:  
All bearings, returned to the Texas  
Coordinate System, South Central Zone.

We, the undersigned members of the Board of Directors  
of Sienna Plantation Municipal Utility District No. 1 do  
hereby certify that this map is a complete and accurate  
map showing the boundaries of said district.

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

STATE OF TEXAS  
COUNTY OF FORT BEND  
Before me, the undersigned, a notary public in and for said county  
and state, on this day personally appeared \_\_\_\_\_  
known to me to be the persons and officers whose names are subscribed  
above and that they executed the same in the capacity therein stated.  
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

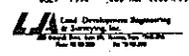
Notary Public in and for Fort Bend County, Texas

J. JESSE T. POWLESS, Registered Professional Land Surveyor.  
do hereby certify that this map accurately represents the boundaries  
of Sienna Plantation Municipal Utility District No. 1 of Fort Bend  
County, Texas.

Jesse T. Powless  
Registered Professional Land Surveyor  
Texas Registration No. 1897

Boundary Map of Sienna Plantation  
Fresh Water Supply District  
to be converted to

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 1  
29.117 ACRES OF LAND  
LOCATED IN THE  
WILLIAM HALL LEAGUE, ABSTRACT 31  
FORT BEND COUNTY, TEXAS



DESCRIPTION OF  
392.712 ACRES  
SIENNA PLANTATION M.U.D. NO. 5  
PROPOSED ANNEXATION TRACTS

All those certain tracts or parcels containing 392.712 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.), part of those certain tracts called 28.239 and 21.761 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537104 of the F.B.C.O.R., part of that certain tract called 1558.274 acres conveyed to Sienna / Johnson Development, L.P., by an instrument of record in File No. 200029467 of the F.B.C.O.R., all of those certain tracts called 8.181 and 1.112 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 1999047292 of the F.B.C.O.R., all of that certain tract called 0.512 acre conveyed to AFG Johnson Development, L.L.C., by an instrument of record in File No. 1999047291 of the F.B.C.O.R. and part of that certain tract called 26.748 acres conveyed to Sienna Plantation L.I.D. by an instrument of record in File No. 1999093264 of the F.B.C.O.R. and being more particularly described as Part One containing 268.846 acres, Part Two containing 117.696 acres and Part Three containing 6.170 acres by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

PART ONE  
268.846 ACRES

COMMENCING for reference at a southerly southeast corner of said 3905.044 acre tract, same being the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68;

Thence North 14° 28' 40" West, with the common line between said 3905.044 acre and 1035.486 acre tracts, at 5445.63 feet pass a northerly southeast corner of said 3905.044 acre tract and the northwest corner of said 1035.486 acre tract and continue in all a total of 5541.98 feet to a point on the arc of a curve whose center bears South 27° 58' 24" East;

Thence 268.97 feet along the arc of a non-tangent curve to the right, having a central angle of  $01^{\circ} 17' 03''$ , a radius of 12000.00 feet and a chord which bears North  $62^{\circ} 40' 07''$  East, 268.97 feet to a point in the centerline of Oyster Creek and the POINT OF BEGINNING of the herein described tract;

Thence upstream in a northerly direction with the centerline of Oyster Creek the following twenty four (24) courses;

- 1) North  $78^{\circ} 26' 36''$  West, 224.30 feet to a point for corner;
- 2) North  $67^{\circ} 18' 22''$  West, 270.10 feet to a point for corner;
- 3) North  $48^{\circ} 55' 04''$  West, 255.18 feet to a point for corner;
- 4) North  $29^{\circ} 10' 25''$  West, 263.47 feet to a point for corner;
- 5) North  $02^{\circ} 47' 06''$  East, 228.08 feet to a point for corner;
- 6) North  $14^{\circ} 00' 32''$  East, 152.59 feet to a point for corner;
- 7) North  $32^{\circ} 24' 57''$  East, 150.89 feet to a point for corner;
- 8) North  $45^{\circ} 41' 18''$  East, 242.40 feet to a point for corner;
- 9) North  $53^{\circ} 30' 01''$  East, 362.81 feet to a point for corner;
- 10) North  $49^{\circ} 37' 49''$  East, 225.88 feet to a point for corner;
- 11) North  $44^{\circ} 38' 13''$  East, 308.64 feet to a point for corner;

- 12) North 33° 55' 47" East, 336.51 feet to a point for corner;
- 13) North 28° 34' 21" East, 210.49 feet to a point for corner;
- 14) North 33° 35' 12" East, 471.42 feet to a point for corner;
- 15) North 36° 43' 07" East, 191.50 feet to a point for corner;
- 16) North 38° 13' 44" East, 376.50 feet to a point for corner;
- 17) North 29° 02' 49" East, 224.72 feet to a point for corner;
- 18) North 25° 52' 55" East, 260.93 feet to a point for corner;
- 19) North 17° 44' 51" East, 313.23 feet to a point for corner;
- 20) North 06° 03' 45" East, 285.61 feet to a point for corner;
- 21) North 09° 11' 02" West, 169.17 feet to a point for corner;
- 22) North 19° 29' 54" West, 272.64 feet to a point for corner;
- 23) North 40° 45' 22" West, 200.66 feet to a point for corner;
- 24) North 56° 18' 36" West, 54.76 feet to a point for corner on a north line of the aforesaid 3905.044 acre tract;

Thence with said north line the following two (2) courses;

- 1) North 88° 28' 30" East, 103.02 feet to a point for corner;
- 2) North 86° 57' 30" East, 1652.09 feet to a point for corner;

Thence South 13° 59' 17" East, 3755.56 feet departing said north line to a point for corner on the arc of a curve whose center bears South 07° 35' 27" East;

Thence 3999.93 feet along the arc of a curve to the left, having a central angle of 19° 05' 54", a radius of 12000.00 feet and a chord which bears South 72° 51' 36" West, 3981.44 feet to the POINT OF BEGINNING and containing 268.846 acres of land.

PART TWO  
117.696 ACRES

BEGINNING at the southeast corner of that certain tract called 8.057 acres conveyed to AFG Johnson Development, L.L.C., by an instrument of record in File No. 1999047291 of the F.B.C.O.R., same being on a south line of the aforesaid 28.239 acre tract and on a north line of the aforesaid 3905.044 acre tract;

Thence North 16° 45' 29" East, departing said 28.239 and 3905.044 acre tracts and with the east line of said 8.057 acre tract, at 1373.54 feet pass the northeast corner of said 8.057 acre tract, the north line of said 28.239 acre tract, the southwest corner of that certain tract called 8.181 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 1999047292 of the F.B.C.O.R. and continue with a west line of said 8.181 acre tract in all a total of 1528.05 feet to a point for corner;

Thence with the north and east lines of said 8.181 acre tract the following five (5) courses;

- 1) North 60° 17' 55" East, 614.26 feet to a point for corner;

- 2) North  $70^{\circ} 52' 58''$  East, 402.97 feet to a point for corner;
- 3) South  $66^{\circ} 03' 27''$  East, 99.83 feet to a point for corner;
- 4) South  $28^{\circ} 28' 49''$  East, 23.96 feet to a point for corner, the beginning of a curve;
- 5) 585.12 feet along the arc of a curve to the left, having a central angle of  $04^{\circ} 25' 22''$ , a radius of 7580.00 feet and a chord which bears South  $26^{\circ} 16' 08''$  West, 584.98 feet to a point for corner;

Thence South  $89^{\circ} 51' 47''$  East, 175.41 feet departing said 8.181 acre tract to a point for corner, the southwest corner of the aforesaid 1.112 acre tract and on the arc of a curve whose center bears South  $65^{\circ} 23' 36''$  East;

Thence 207.86 feet along the arc of a non-tangent curve to the right, with the west line of said 1.112 acre tract, having a central angle of  $01^{\circ} 36' 18''$ , a radius of 7420.00 feet and a chord which bears North  $25^{\circ} 24' 33''$  East, 207.85 feet to a point for corner, the north corner of said 1.112 acre tract;

Thence South  $66^{\circ} 02' 48''$  East, with the north line of said 1.112 acre tract, at 465.46 feet pass the easterly corner of said 1.112 acre tract and a westerly corner of that certain tract called 0.715 acre conveyed to AFG Johnson Development, L.L.C., by an instrument of record in the aforesaid File No. 1999047291 of the F.B.C.O.R. and continue in all a total of 766.52 feet to a point for corner;

Thence South  $16^{\circ} 45' 51''$  West, 151.19 feet departing the south line of said 0.715 acre tract to a point for corner;

Thence South  $66^{\circ} 02' 48''$  East, 60.48 feet to a point for corner on a west line of said 0.715 acre tract;

Thence South  $16^{\circ} 45' 51''$  West, 598.31 feet with a west line of said 0.715 acre tract to a point for corner, the southwest corner of said 0.715 acre tract, on a south line of the aforesaid 21.761 acre tract and on a north line of the aforesaid 3905.044 acre tract;

Thence North  $77^{\circ} 16' 15''$  East, 4.94 feet with said south and north lines to a point for corner, the southeast corner of 0.715 acre tract and the southeast corner of said 21.761 acre tract;

Thence South  $16^{\circ} 45' 29''$  West, 2950.48 feet departing said 0.715 acre, 27.761 acre and 3905.044 acre tracts to a point for corner on the arc of a curve whose center bears South  $19^{\circ} 06' 26''$  West;

Thence 73.80 feet along the arc of a non-tangent curve to the left, having a central angle of  $02^{\circ} 20' 57''$ , a radius of 1800.00 feet and a chord which bears North  $72^{\circ} 04' 03''$  West, 73.80 feet to a point for corner at the end of said curve;

Thence North  $73^{\circ} 14' 31''$  West, 931.70 feet to a point for corner;

Thence North  $16^{\circ} 45' 29''$  East, 2265.51 feet to a point for corner on a north line of the aforesaid 26.748 acre tract;

Thence South  $77^{\circ} 16' 15''$  West, 879.72 feet with said north line to a point for corner;

Thence North  $16^{\circ} 45' 29''$  East, 114.88 feet departing said north line to the POINT OF BEGINNING and containing 117.696 acres of land.

PART THREE  
6.170 ACRES

COMMENCING for reference at a southerly southeast corner of said 3905.044 acre tract, same being the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68;

Thence North  $14^{\circ} 28' 40''$  West, with the common line between said 3905.044 acre and 1035.486 acre tracts, at 5445.63 feet pass a northerly southeast corner of said 3905.044 acre tract and the northwest corner of said 1035.486 acre tract and continue in all a total of 5541.98 feet to a point on the arc of a curve whose center bears South  $27^{\circ} 58' 24''$  East;

Thence 41.08 feet along the arc of a non-tangent curve to the left, having a central angle of  $00^{\circ} 11' 46''$ , a radius of 12000.00 feet and a chord which bears South  $61^{\circ} 55' 43''$  West, 41.08 feet to a point at the end of said curve;

Thence South  $61^{\circ} 49' 50''$  West, 1044.28 feet to a point, the beginning of a curve;

Thence 172.02 feet along the arc of a curve to the right, having a central angle of  $01^{\circ} 41' 57''$ , a radius of 5800.00 feet and a chord which bears South  $62^{\circ} 40' 48''$  West, 172.01 feet to a point at the end of said curve and the POINT OF BEGINNING of the herein described tract;

Thence South  $63^{\circ} 31' 47''$  West, 2491.78 feet to a point for corner;

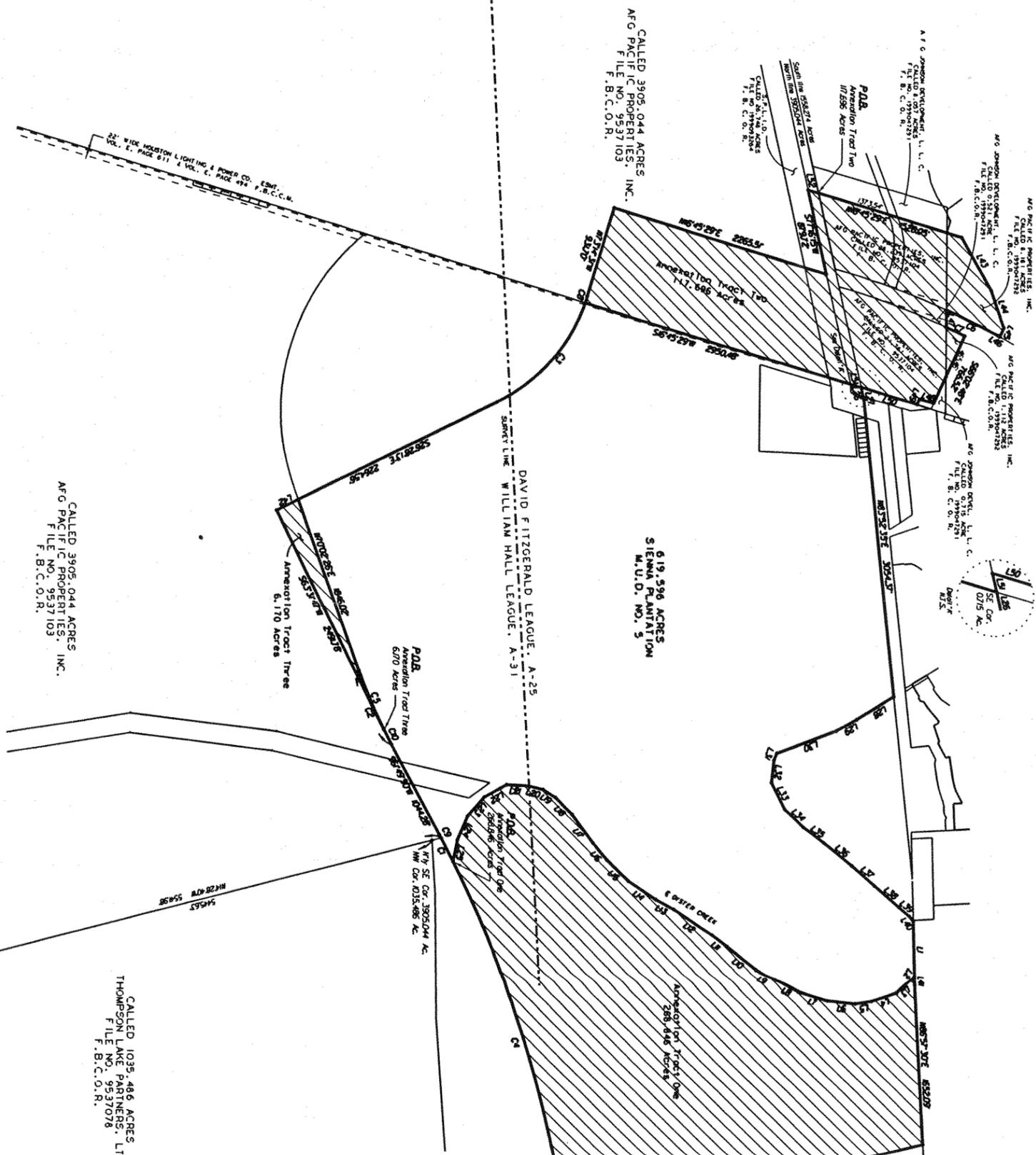
Thence North  $26^{\circ} 28' 13''$  West, 246.763 feet to a point for corner;

Thence North  $70^{\circ} 02' 26''$  East, 1846.02 feet to a point for corner, the beginning of a curve;



Curve No.	Beginning Station	Ending Station	Chord	Chord Bearing	Curve Length
1	5000.00	416.27	488.31	011° 17' 03"	527.40
2	5000.00	416.27	488.31	011° 17' 03"	527.40
3	1600.00	734.54	1360.88	44° 25' 21"	1448.40
4	12000.00	20.85	3981.44	9° 05' 54"	5172.51
5	5000.00	379.90	658.14	06° 50' 39"	664.47
6	5000.00	379.90	658.14	06° 50' 39"	664.47
7	1200.00	20.85	3981.44	04° 55' 22"	5382.16
8	1600.00	734.54	1360.88	02° 20' 52"	1452.43
9	12000.00	20.85	3981.44	01° 46' 11"	5617.55
10	5000.00	20.85	172.02	01° 41' 57"	562.40

Line	From Station	To Station	Distance
1	1000.00	5000.00	511.20
2	5000.00	416.27	527.40
3	416.27	1600.00	328.73
4	1600.00	734.54	272.64
5	734.54	5000.00	168.17
6	5000.00	379.90	785.61
7	379.90	1200.00	313.23
8	1200.00	20.85	324.72
9	20.85	12000.00	316.50
10	12000.00	20.85	316.50
11	20.85	5000.00	316.50
12	5000.00	416.27	471.42
13	416.27	1600.00	310.49
14	1600.00	734.54	308.64
15	734.54	5000.00	225.88
16	5000.00	379.90	342.81
17	379.90	1200.00	242.40
18	1200.00	20.85	150.49
19	20.85	12000.00	150.49
20	12000.00	20.85	228.08
21	20.85	5000.00	263.47
22	5000.00	416.27	255.18
23	416.27	1600.00	210.10
24	1600.00	734.54	226.80
25	734.54	5000.00	35.91
26	5000.00	379.90	442.04
27	379.90	1200.00	238.06
28	1200.00	20.85	648.13
29	20.85	12000.00	235.13
30	12000.00	20.85	235.13
31	20.85	5000.00	302.76
32	5000.00	416.27	263.47
33	416.27	1600.00	253.22
34	1600.00	734.54	339.56
35	734.54	5000.00	332.56
36	5000.00	379.90	146.88
37	379.90	1200.00	101.02
38	1200.00	20.85	614.82
39	20.85	12000.00	402.97
40	12000.00	20.85	393.83
41	20.85	5000.00	23.96
42	5000.00	416.27	143.41
43	416.27	1600.00	60.48
44	1600.00	734.54	598.31
45	734.54	5000.00	4.94
46	5000.00	379.90	114.88
47	379.90	1200.00	
48	1200.00	20.85	
49	20.85	12000.00	
50	12000.00	20.85	
51	20.85	5000.00	
52	5000.00	416.27	



Category	Acres
Gross Acreage	619,596 Acres
Annexation Tract One	288,846 Acres
Annexation Tract Two	117,696 Acres
Annexation Tract Three	6,170 Acres
Annexation Total	392,712 Acres
Net Acreage	1012,308 Acres

**NOTES:**  
 1. All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.  
 2. This document, prepared under 22 T.A.C. § 663.21, does not reflect the results of an on the ground survey, and is not to be used to determine the location of any boundary, easement, or interest in land. The location of any boundary, easement, or interest in land shall be determined by a survey of record or by a survey of the boundary of the political subdivision for which it was prepared.

**ANNEXATION MAP**  
 OF  
**SIENNA PLANTATION**  
**M.U.D. NO. 5**  
**1012.308 ACRES OF LAND**  
 IN THE  
**DAVID FITZGERALD LEAGUE, ABSTRACT 25**  
**AND THE WILLIAM HALL LEAGUE, ABSTRACT 31**  
**FORT BEND COUNTY, TEXAS**  
 JANUARY 2003 JOB NO. 9999-0067

**LJA Engineering & Surveying, Inc.**  
 2629 Brompton Drive  
 Houston, Texas 77025-3703  
 Phone 713.853.5200  
 Fax 713.853.5288

DESCRIPTION OF  
112.239 ACRES  
SIENNA PLANTATION M.U.D. NO. 5  
PROPOSED DEANNEXATION TRACT

All that certain tract or parcel containing 112.239 acres of land in the David Fitzgerald League, A-25, and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

COMMENCING for reference at the southerly southeast corner of said 3905.044 acre tract, same being the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68;

Thence departing said 1035.486 acre tract, with a south line of said 3905.044 acre tract and with said common League lines the following three (3) courses;

- 1) South 87° 07' 40" West, 2710.89 feet to a point;
- 2) South 86° 45' 43" West, 4186.34 feet to a point;
- 3) South 86° 51' 11" West, 2182.34 feet to a point;

Thence North 16° 45' 29" East, 5264.61 feet departing said south and common lines to the POINT OF BEGINNING of the herein described tract;

Thence North 16° 45' 29" East, 2362.00 feet to a point for corner on the arc of a curve whose center bears South 19° 06' 26" West;

112.239 Acres

January 28, 2005  
Job No. 9999-0067

Thence 1395.58 feet along the arc of a non-tangent curve to the right, having a central angle of  $44^{\circ} 25' 21''$ , a radius of 1800.00 feet and a chord which bears South  $48^{\circ} 40' 54''$  East, 1360.88 feet to a point for corner at the end of said curve;

Thence South  $26^{\circ} 28' 13''$  East, 2264.56 feet to a point for corner;

Thence South  $70^{\circ} 02' 26''$  West, 148.64 feet to a point for corner, the beginning of a curve;

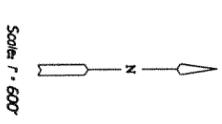
Thence 2848.89 feet along the arc of a curve to the right, having a central angle of  $70^{\circ} 58' 10''$ , a radius of 2300.00 feet and a chord which bears North  $74^{\circ} 28' 29''$  West, 2670.23 feet to the POINT OF BEGINNING and containing 112.239 acres of land.

LJA Engineering & Surveying, Inc.

Curve No.	Radius	Chord	ARC	Delta	Chord Bearing
1	12000.00'	155.04'	310.05'	01°28'48"	S62°34'14"W
2	5800.00'	416.27'	830.40'	08°12'31"	S55°56'08"W
3	1500.00'	124.88'	249.76'	10°58'00"	S42°26'23"W
4	1500.00'	124.88'	249.76'	44°53'21"	S48°40'34"E

CURVE TABLE

LINE	BEARING	DISTANCE
1	S56°18'36"E	54.78
2	S40°45'22"E	200.66
3	S19°29'34"E	272.64
4	S09°11'02"E	169.17
5	S06°03'45"W	285.91
6	S26°32'55"W	260.93
7	S28°42'48"W	224.72
8	S38°13'44"W	376.50
9	S38°43'07"W	194.50
10	S28°42'21"W	210.48
11	S33°55'47"W	338.51
12	S44°38'13"W	308.64
13	S48°37'49"W	225.88
14	S52°00'01"W	202.81
15	S32°24'37"W	150.89
16	S14°00'32"W	152.59
17	S08°47'06"W	228.08
18	S08°10'25"E	263.47
19	S07°48'22"E	220.18
20	S18°26'36"E	224.30
21	N17°16'15"E	91.90
22	N17°16'15"E	35.91
23	S11°50'40"E	442.04
24	S07°40'40"E	648.13
25	S67°31'44"E	76.76
26	N43°31'04"E	282.83
27	N38°57'03"E	368.04
28	N41°25'55"E	306.77
29	N41°13'06"E	332.36
30	N40°18'18"E	148.86
31	S30°05'39"E	64.19
32	S30°05'39"E	140.04

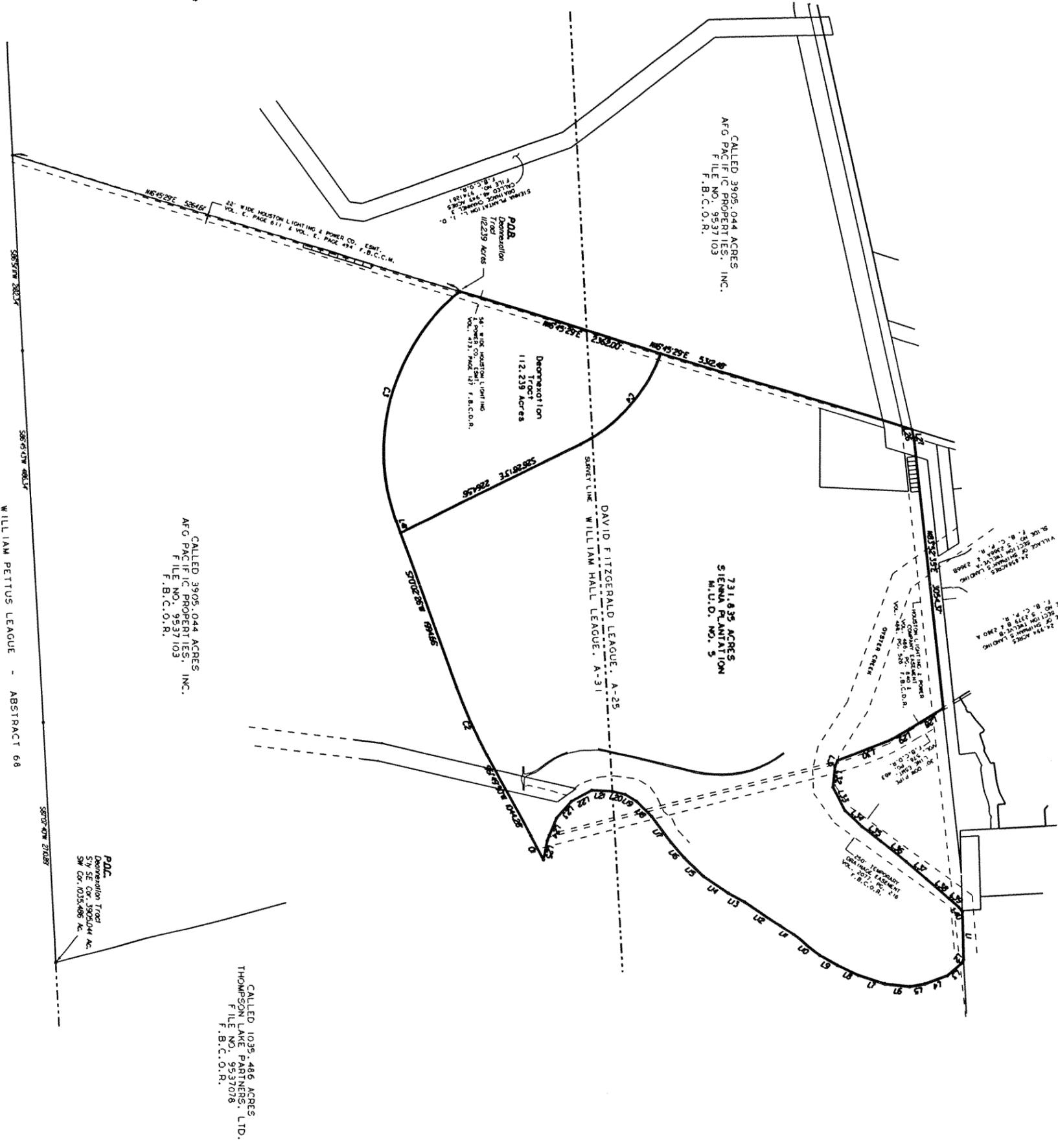


Scale 1" = 600'

ACREAGE SUMMARY

Gross Acreage	731.835 Acres
Deannexation Tract	- 112.239 Acres
Deannexation Total	- 112.239 Acres
Net Acreage	619.596 Acres

**NOTES:**  
 1. All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.  
 2. This document prepared under 22 T.A.C. § 553.21 does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation of a subdivision of land. The boundary of the political subdivision for which it was prepared.



CALLLED 3905.044 ACRES  
 AFG PACIFIC PROPERTIES, INC.  
 FILE NO. 9537103  
 F.B.C.O.R.

CALLLED 1035.486 ACRES  
 THOMPSON LAKE PARTNERS, LTD.  
 FILE NO. 9537078  
 F.B.C.O.R.

DEANNE XATION MAP  
 OF  
 SIENNA PLANTATION  
 M.U.D. NO. 5  
 619.596 ACRES OF LAND  
 IN THE  
 DAVID FITZGERALD LEAGUE, ABSTRACT 25  
 AND THE WILLIAM HALL LEAGUE, ABSTRACT 31  
 FORT BEND COUNTY, TEXAS  
 JANUARY 2005 JOB NO. 9999-0067

LJA Engineering & Surveying, Inc.  
 2025 Westpark Drive  
 Suite 800  
 Houston, Texas 77042-3703  
 Phone 713.961.0000  
 Fax 713.961.0028

DESCRIPTION OF  
1012.308 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION M.U.D. NO. 5

All that certain tract or parcel containing 1012.308 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.), part of those certain tracts called 28.239 and 21.761 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537104 of the F.B.C.O.R., part of that certain tract called 1558.274 acres conveyed to Sienna / Johnson Development, L.P., by an instrument of record in File No. 200029467 of the F.B.C.O.R., all of that certain tract called 8.181 acres and all of that certain tract called 1.112 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 1999047292 of the F.B.C.O.R. and part of that certain tract called 26.478 acres conveyed to Sienna Plantation L.I.D. by an instrument of record in File No. 1999093264 of the F.B.C.O.R. and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at the southeast corner of that certain tract called 8.057 acres conveyed to AFG Johnson Development, L.L.C., by an instrument of record in File No. 1999047291 of the F.B.C.O.R., same being on a south line of said 28.239 acre tract and on a north line of said 3905.044 acre tract;

Thence North 16° 45' 29" East, departing said 28.239 and 3905.044 acre tracts and with the east line of said 8.057 acre tract at 1373.54 feet pass the northeast corner of said 8.057 acre tract, the north line of said 28.239 acre tract, the southwest corner of the aforesaid 8.181 acre tract and continue with a west line of said 8.181 acre tract in all a total of 1528.05 feet to a point for corner;

Thence with the north and east lines of said 8.181 acre tract the following five (5) courses;

- 1) North 60° 17' 55" East, 614.26 feet to a point for corner;

- 2) North 70° 52' 58" East, 402.97 feet to a point for corner;
- 3) South 66° 03' 27" East, 99.83 feet to a point for corner;
- 4) South 28° 28' 49" East, 23.96 feet to a point for corner, the beginning of a curve;
- 5) 585.12 feet along the arc of a curve to the left, having a central angle of 04° 25' 22", a radius of 7580.00 feet and a chord which bears South 26° 16' 08" West, 584.98 feet to a point for corner;

Thence South 89° 51' 47" East, 175.41 feet departing said 8.181 acre tract to a point for corner, the southwest corner of the aforesaid 1.112 acre tract and on the arc of a curve whose center bears South 65° 23' 36" East;

Thence 207.86 feet along the arc of a non-tangent curve to the right, with the west line of said 1.112 acre tract, having a central angle of 01° 36' 18", a radius of 7420.00 feet and a chord which bears North 25° 24' 33" East, 207.85 feet to a point for corner, the north corner of said 1.112 acre tract;

Thence South 66° 02' 48" East, with the north line of said 1.112 acre tract, at 465.46 feet pass the easterly corner of said 1.112 acre tract and a westerly corner of that certain tract called 0.715 acre conveyed to AFG Johnson Development, L.L.C., by an instrument of record in the aforesaid File No. 1999047291 of the F.B.C.O.R. and continue in all a total of 766.52 feet to a point for corner;

Thence South 16° 45' 51" West, 151.19 feet departing the south line of said 0.715 acre tract to a point for corner;

Thence South 66° 02' 48" East, 60.48 feet to a point for corner on a west line of said 0.715 acre tract;

Thence South 16° 45' 51" West, 598.31 feet with a west line of said 0.715 acre tract to a point for corner, the southwest corner of said 0.715 acre tract and on a south line of the aforesaid 21.761 acre tract;

Thence North 77° 16' 15" East, at 4.94 feet pass the southeast corner of said 0.715 acre tract, the southeast corner of said 21.761 acre tract and continue in all a total of 132.75 feet to a point for corner;

Thence North 83° 52' 35" East, 3054.37 feet with a south line of the aforesaid 1558.274 acre tract and with a north line of the aforesaid 3905.044 acre tract to a point for corner;

Thence South 31° 50' 40" East, 442.04 feet departing said south and north lines to a point for corner;

Thence South 29° 31' 40" East, 239.06 feet to a point for corner;

Thence South 20° 50' 40" East, 649.13 feet to a point for corner in the centerline of Oyster Creek;

Thence downstream with the centerline of Oyster Creek the following ten (10) courses;

- 1) South 67° 31' 14" East, 76.76 feet to a point for corner;
- 2) South 84° 23' 11" East, 235.13 feet to a point for corner;
- 3) North 63° 31' 10" East, 302.76 feet to a point for corner;
- 4) North 43° 37' 04" East, 263.83 feet to a point for corner;
- 5) North 37° 38' 51" East, 265.22 feet to a point for corner;

- 6) North 38° 57' 03" East, 369.04 feet to a point for corner;
- 7) North 41° 25' 55" East, 306.77 feet to a point for corner;
- 8) North 41° 13' 06" East, 332.36 feet to a point for corner;
- 9) North 40° 18' 18" East, 146.86 feet to a point for corner;
- 10) North 51° 46' 59" East, 64.18 feet to a point for corner on the north line of the aforesaid 3905.044 acre tract;

Thence North 88° 28' 30" East, 654.22 feet with said north line to a point for corner;

Thence North 86° 57' 30" East, 1652.09 feet continuing with said north line to a point for corner;

Thence South 13° 59' 17" East, 3755.56 feet departing said north line to a point for corner, the beginning of a curve whose center bears South 07° 35' 27" East;

Thence 4309.99 feet along the arc of a non-tangent curve to the left, having a central angle of 20° 34' 43", a radius of 12000.00 feet and a chord which bears South 72° 07' 11" West, 4286.86 feet to a point for corner at the end of said curve;

Thence South 61° 49' 50" West, 1044.28 feet to a point for corner, the beginning of a curve;

Thence 172.02 feet along the arc of a curve to the right, having a central angle of 01° 41' 57", a radius of 5800.00 feet and a chord which bears South 62° 40' 48" West, 172.01 feet to a point for corner at the end of said curve;

Thence South 63° 31' 47" West, 2491.78 feet to a point for corner;

Thence North 26° 28' 13" West, 2511.29 feet to a point for corner, the beginning of a curve;

Thence 1469.38 feet along the arc of a curve to the left, having a central angle of 46° 46' 18", a radius of 1800.00 feet and a chord which bears North 49° 51' 22" West, 1428.92 feet to a point for corner at the end of said curve;

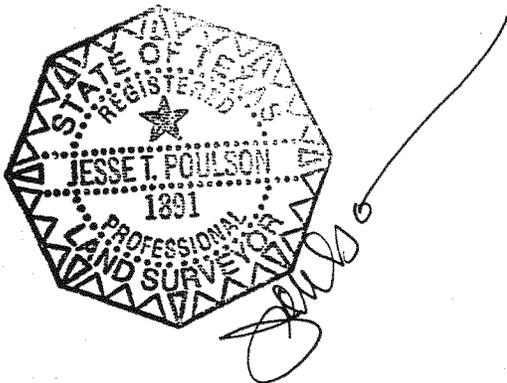
Thence North 73° 14' 31" West, 931.70 feet to a point for corner;

Thence North 16° 45' 29" East, 2265.51 feet to a point for corner on a north line of the aforesaid 26.478 acre tract;

Thence South 77° 16' 15" West, 879.72 feet with said north line to a point for corner;

Thence North 16° 45' 29" East, 114.88 feet departing said north line to the POINT OF BEGINNING and containing 1012.308 acres of land.

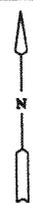
"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering & Surveying, Inc.

**CURVE TABLE**

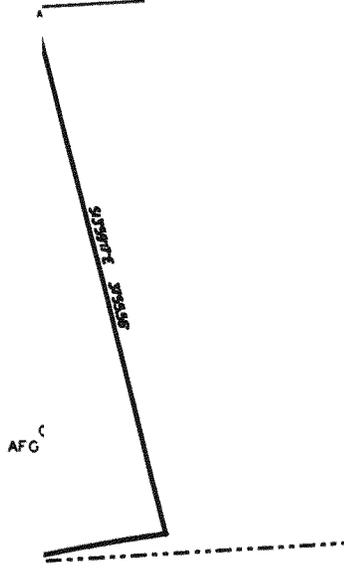
Curve	Radius	Tangent	Chord	Ang	Bearing	Chord Bearing
1	1580.00'	292.71'	584.98'	585.12'	04°25'22"	S26°18'08"W
2	1420.00'	103.94'	207.85'	207.85'	01°36'18"	N29°24'33"E
3	12000.00'	2178.46'	4286.86'	4308.99'	20°34'43"	S72°07'11"W
4	5800.00'	86.02'	172.01'	172.02'	01°41'57"	S62°40'48"W
5	1800.00'	778.40'	1428.82'	1469.38'	46°46'18"	N49°51'22"W



Scale: 1" = 600'

**LINE TABLE**

Line	Bearing	Distance
1	N60°17'55"E	614.26'
2	N70°52'58"E	402.87'
3	S66°03'27"E	99.83'
4	S28°28'49"W	23.96'
5	S89°31'47"E	175.41'
6	S18°45'51"W	151.19'
7	S66°02'48"E	60.48'
8	S18°45'51"W	598.31'
9	N17°18'15"E	132.76'
10	S31°50'40"E	442.04'
11	S29°31'40"E	239.06'
12	S20°50'40"E	648.13'
13	S67°31'14"E	76.76'
14	S84°23'11"E	235.13'
15	N63°31'10"E	302.76'
16	N43°37'04"E	263.83'
17	N37°38'51"E	265.22'
18	N38°57'03"E	369.04'
19	N41°25'55"E	306.77'
20	N41°13'06"E	332.36'
21	N40°18'18"E	146.86'
22	N51°46'58"E	64.18'
23	N88°28'30"E	654.22'
24	N10°45'29"E	114.88'



**NOTES:**

- All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.
- This document, prepared under 22 TAC 1.663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

We, the undersigned members of the Board of Directors of Sienna Plantation Municipal Utility District No. 5 do hereby certify that this map is a complete and accurate map showing the boundaries of said district.

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

**STATE OF TEXAS  
 COUNTY OF FORT BEND**

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared

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

known to me to be the persons and officers whose names are subscribed above and that they executed the same in the capacity therein stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2005. LTD.

Notary Public in and for Fort Bend County, Texas

I, JESSE T. POULSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5 OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 28TH DAY OF JANUARY, 2005

*Jesse T. Poulson* 02/02/05  
 JESSE T. POULSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 1891



**REVISED BOUNDARY MAP  
 OF  
 SIENNA PLANTATION  
 M.U.D. NO. 5  
 1012.308 ACRES OF LAND  
 IN THE  
 DAVID FITZGERALD LEAGUE, ABSTRACT 25  
 AND THE WILLIAM HALL LEAGUE, ABSTRACT 31  
 FORT BEND COUNTY, TEXAS  
 JANUARY 2005 JOB NO. 9999-0181**

**LJA Engineering & Surveying, Inc.**  
 2829 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042-3703  
 Phone 713.553.5200  
 Fax 713.553.5028

Ft. Bend Co. MUD#6  
C/O Vinson & Ellkins  
TX Natural Resource Conservation Commission

STATE OF TEXAS

COUNTY OF Fort Bend

Before me, the undersigned authority, on this day personally appeared  
Clyde C. King Jr. \_\_\_\_\_, who being by me duly sworn, deposes and says that:

"He/She is the \_\_\_\_\_ Publisher \_\_\_\_\_ of the  
Herald Coaster \_\_\_\_\_, a newspaper published in Fort Bend

County, Texas, and generally circulated in  
\_\_\_\_\_ County (Counties),  
Fort Bend

Texas, and that the foregoing attached notice was published in said newspaper on the following date(s),  
to wit:

January 31, February 7, \_\_\_\_\_, 1997."

*Clyde C. King Jr.*  
Newspaper Representative's Signature

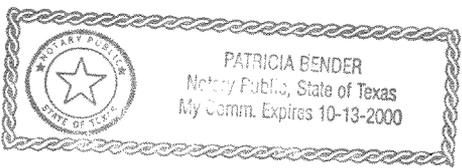
Subscribed and sworn to before me this the 7th day of  
February, 1997, to certify which witness my hand and seal of office.

*Patricia Bender*  
Notary Public in and for the State of Texas

Patricia Bender  
Print or Type Name of Notary Public

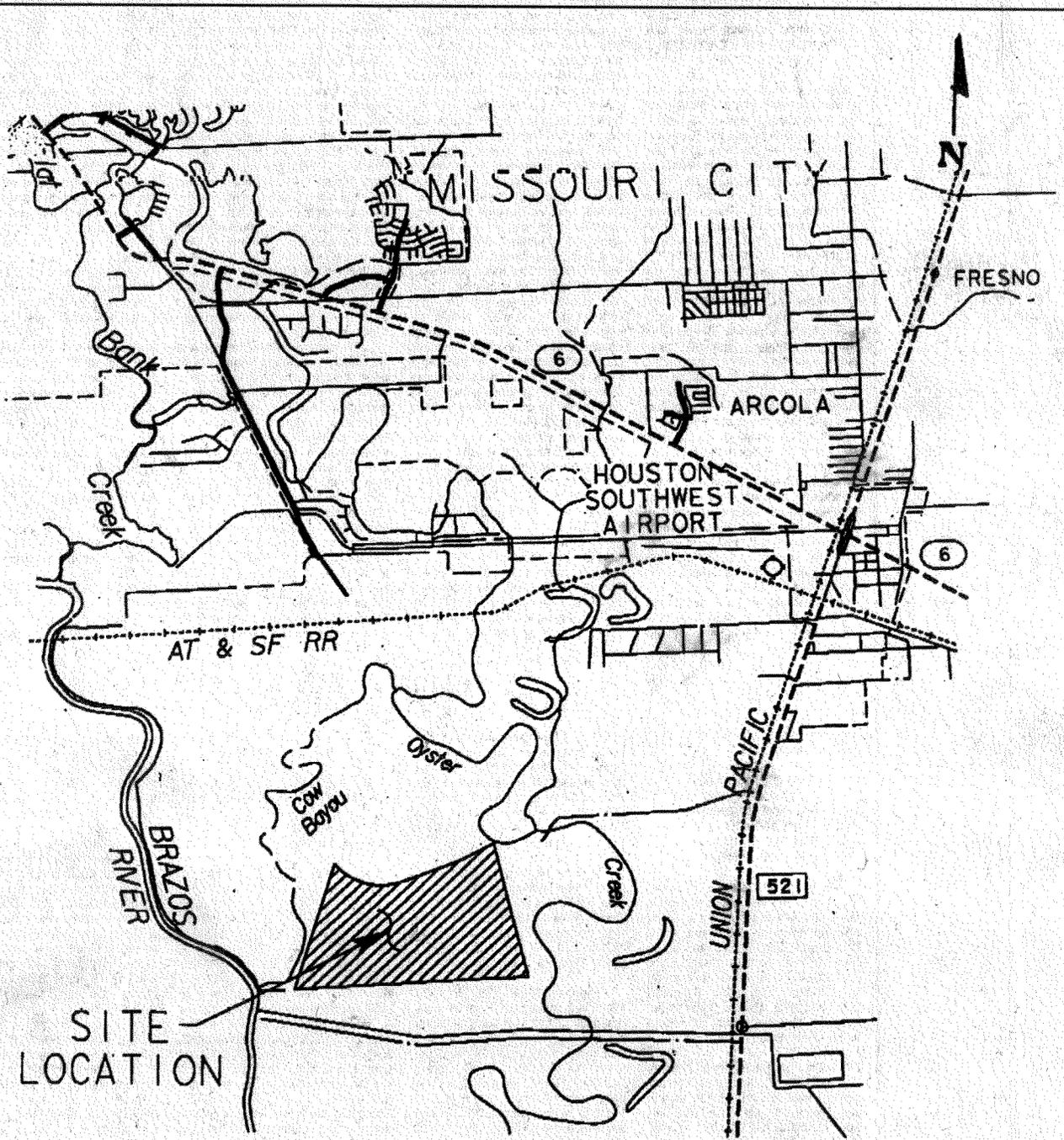
(Seal)

My Commission Expires 10-13-2000





# TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



## SIENNA PLANTATION MUD #6

EXHIBIT B

DOCKET NO. 97-0078-DIS  
TO: ALL PERSONS INTERESTED IN THE PETITION FOR CREATION OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6

Notice is hereby given that a public hearing will be held at 9:30 a.m., on Wednesday, March 5, 1997, before the Texas Natural Resource Conservation Commission (the "Commission"), in Room 201S of Building E, 12118 North Interstate 35, TNRCC Park 35 Office Complex, Austin, Travis County, Texas, upon a Petition for the creation of SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6 (the "District"). The Petition is filed and the hearing will be held under the authority of Article XVI Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, 30 Texas Administrative Code Chapter 293, and the procedural rules of the Commission. The Fort Bend County Tax Assessor-Collector has certified that the petitioner, AFG Pacific Properties, Inc., is the owner of property in the proposed District. According to the Landowner's Certificate there are three lienholders against the tracts of land included within the boundaries of the proposed district, and certificates of Lienholder's Consent are on file, evidencing consent to the creation of the District.

The nature and purpose of the Petition is for the organization, creation and establishment of the District as a Municipal Utility District under the provision of Article XVI, Section 59, Texas Constitution, and

Chapters 49 and 54, Texas Water Code, as amended, which District shall have the purposes provided for in Section 54.012, Texas Water Code; and the powers provided for in Section 54.201 Texas Water Code. The general nature of the work to be done is the purchase, construction, acquisition, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for domestic and commercial purposes, and a drainage system to control, abate and amend harmful excesses of waters and to reclaim and drain overflowed lands within said District, all as more particularly described in an engineer's report filed simultaneously with the filing of the Petition, to which report reference is hereby made for a more detailed description of the District's proposed facilities. The applicants have stated that a preliminary investigation has been instituted to determine the cost of said project, and it is estimated from such information as is available at this time, that the ultimate construction costs of the development contemplated will be approximately \$12,499,667 and the estimated total bond issue requirements will be approximately \$21,330,000.

The proposed District would contain approximately 809,274 acres of land located in eastern Fort Bend County, approximately 22 miles south-southwest of downtown Houston, just southwest of the City of Arcola, and approximately 4 miles west of the intersection of Texas State Highway 6 and Texas State Highway 288. The proposed district is part of the Sienna

Plantation development (which also includes the proposed Sienna Plantation Municipal Utility District Nos. 2, 3, 4 and 5). Access to the District is provided by Texas State Highway 6 and Sienna Parkway. Nearby developments include Fort Bend County Municipal Utility District Nos. 23, 24, 49 and Palmer Plantation Municipal Utility District Nos. 1 and 2. All of the land within the proposed District is within the extraterritorial jurisdiction of the City of Missouri City and within the boundaries of the County of Fort Bend. The territory to be included is set forth in the following metes and bounds description designated as Exhibit "A" hereto, and is depicted in the following vicinity map designated as Exhibit "B" hereto.

Any person wishing to request an evidentiary public hearing or to appear at the hearing and comment on or protest the application should file a written notice within 30 days from the date of the first newspaper publication of this notice. Written notice must be filed with the Chief Clerk of the Commission, Mail Code 105, TNRCC, P.O. Box 13087, Austin, TX 78711-3087, with copies furnished to: (A) the Executive Director of the Commission, c/o Lara Nehman, Legal Department, Mail Code 173, at the same above P.O. Box address, (B) the Public Interest Counsel of the Commission, Mail Code 103, at the same above P.O. Box address, and (C) the proposed Sienna Plantation County Municipal Utility District No. 6, c/o Attorney Joe B. Allen, Vinson & Elkins, L.L.P., 2300 First City Tower, 1001 Fannin Street, Houston, Texas

77002-6760.  
Such written notice should state the name of the District, reference the TNRCC Docket No. given at the top of this document, briefly state your interest in the application, your comments or your reasons for the protest or request for an evidentiary hearing, and your name, mailing address, and daytime phone number. If no sufficient request for hearing is received, this application will be submitted to the Commission for final decision on the above indicated date.

Information regarding hearing procedures may be obtained by contacting the Office of the Public Interest Council, Mail Code 103 at the same TNRCC P.O. Box address given above, Telephone 1-512-239-6363. Information concerning any technical aspects of the application can be obtained by contacting Water Utilities District Administration, Mail Code 152 at the same TNRCC P.O. Box address given above, Telephone 1-512-239-6161.

Persons who need special accommodations at the hearing should call the TNRCC Chief Clerk's Office at (512) 239-3300 or 1-800-relay-TX (TDD) at least one week before the hearing.

Issued this 29th day of January, 1997.

/s/ Mamie M. Black  
Mamie M. Black, Acting Chief Clerk  
Texas Natural Resource Conservation Commission

### EXHIBIT A

July 17, 1996  
Job No. 66684.034

#### DESCRIPTION OF 809.274 ACRES PROPOSED SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6

All that certain tract or parcel containing 809,274 acres of land in the William Hall League, A-31, Fort Bend County, Texas being a part of that certain tract called 3,905.044 (net) acres conveyed to AFG Pacific Properties, Inc., by an instrument of record under Fort Bend County Clerk's File No. 9537103 of the Official Records of Fort Bend County (F.B.C.O.R.), Texas, and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone:

BEGINNING at the most southerly southeast corner of said 3,905.044 (net) acre tract, said point being the southwest corner of that certain tract called 1,035.486 acres conveyed to Thompson Lake

Partners, Ltd., by an instrument of record under Fort Bend County Clerk's File No. 9537078, F.B.C.O.R.; on the west right-of-way line of that certain 30.0 foot wide easement conveyed to Dow Pipe Line Company by an instrument of record in Volume 578, Page 463, of the Deed Records of Fort Bend County (F.B.C.D.R.), Texas, on the common line between said William Hall League, A-31, and the William Pettus League, A-68, and from which point the southeast corner of said 1,035.486 acre tract bears North 87° 07' 40" East, 7727.46 feet;

Thence, with the south line of said 3,905.044 (net) acre tract and with said common league lines the following three (3) courses:

- 1) South 87° 07' 40" West, 2,710.89 feet to a point for corner,
- 2) South 86° 45' 43" West, 4,186.34 feet to a point for corner,
- 3) South 86° 51' 11" West, 2,182.35 feet to a point for corner on the westerly line of that certain 22.0 foot wide right-of-way con-

veyed to Houston Lighting & Power Company (HL&P) by instruments of record in Volume E, Page 494 and Volume E, Page 611 of the Fort Bend County Court Minutes;

Thence, North 16° 45' 29" E, 5,264.61 feet with said west right-of-way line to a point for corner on the arc of a curve whose center bears North 51° 00' 36" East;

Thence, 2,848.89 feet along the arc of a curve to the left having a central angle of 70° 58' 10", a radius of 2,300.00 feet and a chord which bears South 74° 28' 29" East, 2,670.23 feet to a point for corner at the end of said curve;

Thence, North 70° 02' 26" East, 1,994.66 feet to a point for corner, the beginning of a curve;

Thence, 831.11 feet along the arc of a curve to the left having a central angle of 08° 12' 37", a radius of 5,800.00 feet and a chord which bears North 65° 56' 08" East, 830.40 feet to a point for corner at the end of said curve;

Thence, North 61° 49' 50" East,

1,044.28 feet to a point for corner the beginning of a curve;

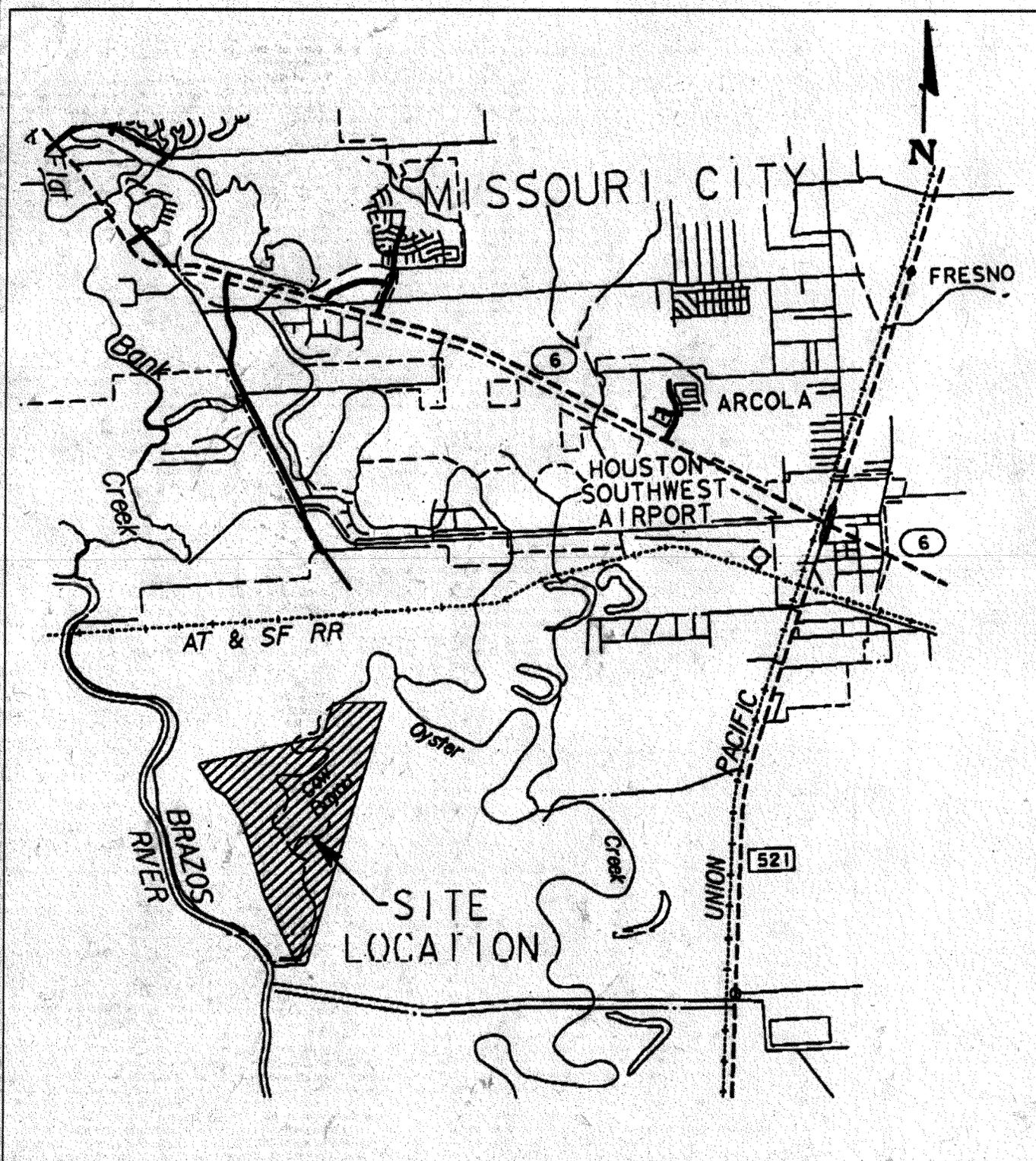
Thence, 41.08 feet along the arc of a curve to the right having a central angle of 00° 11' 46", a radius of 12,000.00 feet and a chord which bears North 61° 55' 43" East, 41.08 feet to a point for corner on the west right-of-way line of the aforesaid Dow Pipeline Company's 30.0 foot wide easement;

Thence, South 14° 28' 40" East, with said west right-of-way line, at a distance of 96.35 feet pass a south corner of the aforesaid 3,905.044 (net) acre tract and the northwest corner of the aforesaid 1,035.486 acre tract, and continuing with said west right-of-way line and with the common line between said 3,905.044 (net) acre tract and said 1,035.486 acre tract in all a total distance of 5,541.98 feet to the POINT OF BEGINNING and containing 809,274 acres of land.

LJA Land Development Engineering & Surveying, Inc.



# TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



## SIENNA PLANTATION MUD #4

EXHIBIT B

DOCKET NO. 97-0076-DIS

### TO: ALL PERSONS INTERESTED IN THE PETITION FOR CREATION OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 4

Notice is hereby given that a public hearing will be held at 9:30 a.m., on Wednesday, March 5, 1997, before the Texas Natural Resource Conservation Commission (the "Commission"), in Room 201S of Building E, 12118 North Interstate 35, TNRCC Park 35 Office Complex, Austin, Travis County, Texas, upon a Petition for the creation of SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 4 (the "District"). The Petition is filed and the hearing will be held under the authority of Article XVI Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, 30 Texas Administrative Code Chapter 293, and the procedural rules of the Commission. The Fort Bend County Tax Assessor-Collector has certified that the petitioner, AFG Johnson Development, L.L.C., and AFG Pacific Properties, Inc., are the owners of the property in the proposed District. According to the Landowner's Certificate there are six lienholders against the tracts of land included within the boundaries of the proposed district, and certificates of Lienholder's Consent are on file, evidencing consent to the creation of the District.

The nature and purpose of the Petition is for the organization, creation and establishment of the

District as a Municipal Utility District under the provision of Article XVI, Section 59, Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended, which District shall have the purposes provided for in Section 54.012, Texas Water Code, and the powers provided for in Section 54.201 Texas Water Code. The general nature of the work to be done is the purchase, construction, acquisition, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for domestic and commercial purposes, and a drainage system to control, abate and amend harmful excesses of waters and to reclaim and drain overflowed lands within said District, all as more particularly described in an engineer's report filed simultaneously with the filing of the Petition, to which report reference is hereby made for a more detailed description of the District's proposed facilities. The applicants have stated that a preliminary investigation has been instituted to determine the cost of said project, and it is estimated from such information as is available at this time, that the ultimate construction costs of the development contemplated will be approximately \$16,973,910 and the estimated total bond issue requirements will be approximately \$28,720,000.

The proposed District would contain approximately 833,436 acres of land located in eastern Fort Bend County, approximately 22 miles south-southwest of downtown Houston, just southwest of the City of Arcola, and approximately 4

miles west of the intersection of Texas State Highway 6 and Texas State Highway 288. The proposed district is part of the Sienna Plantation development (which also includes the proposed Sienna Plantation Municipal Utility District Nos. 2, 3, 5 and 6). Access to the District is provided by Texas State Highway 6 and Sienna Parkway. Nearby developments include Fort Bend County Municipal Utility District Nos. 23, 24, 49 and Palmer Plantation Municipal Utility District Nos. 1 and 2. All of the land within the proposed District is within the extraterritorial jurisdiction of the City of Missouri City and within the boundaries of the County of Fort Bend. The territory to be included is set forth in the following metes and bounds description designated as Exhibit "A" hereto, and is depicted in the following vicinity map designated as Exhibit "B" hereto.

Any person wishing to request an evidentiary public hearing or to appear at the hearing and comment on or protest the application should file a written notice within 30 days from the date of the first newspaper publication of this notice. Written notice must be filed with the Chief Clerk of the Commission, Mail Code 105, TNRCC, P.O. Box 13087, Austin, TX 78711-3087, with copies furnished to: (A) the Executive Director of the Commission, c/o Lara Nehman, Legal Department, Mail Code 173, at the same above P.O. Box address, (B) the Public Interest Counsel of the Commission, Mail Code 103, at the same above P.O. Box address, and (C) the proposed

Sienna Plantation County Municipal Utility District No. 4, c/o Attorney Joe B. Allen, Vinson & Elkins, L.L.P., 2300 First City Tower, 1001 Fannin Street, Houston, Texas 77002-6760.

Such written notice should state the name of the District, reference the TNRCC Docket No. given at the top of this document, briefly state your interest in the application, your comments or your reasons for the protest or request for an evidentiary hearing, and your name, mailing address, and daytime phone number. If no sufficient request for hearing is received, this application will be submitted to the Commission for final decision on the above indicated date.

Information regarding hearing procedures may be obtained by contacting the Office of the Public Interest Council, Mail Code 103 at the same TNRCC P.O. Box address given above, Telephone 1-512-239-6363. Information concerning any technical aspects of the application can be obtained by contacting Water Utilities District Administration, Mail Code 152 at the same TNRCC P.O. Box address given above, Telephone 1-512-239-6161.

Persons who need special accommodations at the hearing should call the TNRCC Chief Clerk's Office at (512) 239-3300 or 1-800-relay-TX (TDD) at least one week before the hearing.

Issued this 29th day of January, 1997.  
/s/ Mamie M. Black  
Mamie M. Black, Acting Chief Clerk

### EXHIBIT A

July 17, 1996  
Job No. 66684.034

#### DESCRIPTION OF 833,436 ACRES PROPOSED SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 4

All that certain tract or parcel containing 833,436 acres of land in the David Fitzgerald League, A-25, and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3,905,044 (net) acres conveyed from Sienna Plantation Partners, L.P., to AFG Pacific Properties, Inc., by an instrument of record under Fort Bend County Clerk's File No. 9537103 of the Official Records for Fort Bend County (F.B.C.O.R.), Texas, part of that certain tract called 28,239 acres, described as "Tract 1" and that certain tract called 21,761 acres, described as "Tract 2" by an instrument of record under Fort Bend County Clerk's File No. 9537104 F.B.C.O.R. and part of that certain tract called 7,454,008 acres conveyed to Sienna Plantation, Ltd., by instruments of record in Volume 937, Page 543, Volume 937, Page 550 and Volume 951, Page 578 of the Deed Records of Fort Bend County (F.B.C.D.R.), Texas and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

COMMENCING for reference at the southwest corner of said

3,905,044 (net) acre tract and said 7,454,008 acre tract, said point being on the easterly or left descending high bank of the Brazos River and on the common line between said William Hall League, A-31, and the William Pettus League, A-68;

Thence, North 86° 51' 11" East, 917.87 feet along the south line of said 3,905,044 (net) acre tract and said 7,454,008 acre tract, and with said common league line, to the POINT OF BEGINNING of the herein described tract;

Thence, North 23° 51' 06" West, departing said lines, at a distance of 352.12 feet pass an angle point in the easterly line of a 200.0 foot wide drainage easement conveyed to the Fort Bend County Drainage District by an instrument of record in Volume 893, Page 219 F.B.C.D.R. and continuing with said easterly line in all a total of 3,210.98 feet to a point for corner, an angle point in said easterly line and an angle point in the westerly line of that certain Levee and Main Drainage Channel Right-Of-Way Easement, described as Parcel "A", containing 68.11 acres, conveyed to Sienna Plantation Levee Improvement District of Fort Bend County, Texas by an instrument of record in Volume 1928, Page 1405, F.B.C.O.R.;

Thence, with the easterly line of said drainage easement, same being the westerly line of said Parcel "A" the following six (6) courses:

- 1) North 13° 56' 50" West, 2,499.76 feet to a point for corner;
- 2) North 17° 56' 50" West, 8,201.01 feet to a point for corner;
- 3) North 30° 56' 50" West, 1,140.00 feet to a point for corner;
- 4) North 53° 16' 46" West, 677.60 feet to a point for corner;
- 5) North 28° 32' 00" West, 1,048.49 feet to a point for corner;
- 6) North 08° 34' 29" West, 73.75 feet to a point for corner on the centerline of a 200.0 foot wide strip conveyed to Houston Lighting & Power Co. (HL&P) by instruments of record in Volume 486, Page 840 and Volume 489, Page 526, F.B.C.D.R., said point being on the north line of the aforesaid 3,905,044 (net) acre tract and also being the southeast corner of that certain tract called 50,000 acres, described as "Tract 3" conveyed to AFG Pacific Properties, Inc., in the aforesaid Fort Bend County Clerk's File No. 9537104;

Thence, North 77° 16' 15" East, 5,066.89 feet, with said north line and with said center line to a point for corner;

Thence, North 16° 45' 29" East, 1,440.14 feet, with the west line of said 28,239 acre tract to a point for corner, the northwest corner of said 28,239 acre tract;

Thence, South 89° 51' 47" East, with the north line of said 28,239 acre tract, at 976.01 feet pass the

northeast corner of said tract, same being on the proposed westerly right-of-way line of Sienna Parkway, 160.0 feet wide, at 1,142.99 feet pass the northwest corner of the aforesaid 21,761 acre tract, same being on the proposed easterly right-of-way line of said Sienna Parkway, and continuing in all a total distance of 2,108.82 feet to a point for corner, the northeast corner of said 21,761 acre tract and on the westerly right-of-way line of a 22.0 foot wide easement conveyed to HL&P by an instrument of record in Volume E, Page 494 and Volume E, Page 611, of the Fort Bend County Court Minutes (F.B.C.C.M.);

Thence, South 16° 45' 29" West, with the east line of said 21,761 acre tract and the west line of said easement, at 900.68 feet pass the southeast corner of said 21,761 acre tract, same being on the north line of the aforesaid 3,905,044 (net) acre tract and continuing with said west line in all a total distance of 11,477.77 feet to a point for corner on the south line of the aforesaid 3,905,044 (net) acre tract, on the south line of the aforesaid 7,454,008 acre tract and on the common line between the aforesaid William Hall League, A-31, and the William Pettus League, A-68;

Thence, South 86° 51' 11" West, 362.75 feet, with said south lines and said league lines, to the POINT OF BEGINNING and containing 833,436 acres of land.

LJA Land Development Engineering & Surveying, Inc.

County: Fort Bend  
Project: Toll-GTIS  
Job No. 144906  
MBS No. 15-127

**FIELD NOTES FOR 51.012 ACRES**  
(EXCLUDED FROM SPMUD 6 AND INCLUDED INTO SPMUD 4)

Being a tract containing 51.012 acres of land, located in the David Fitzgerald Survey, Abstract 25 and the William Hall League, Abstract 31, in Fort Bend County, Texas; Said 51.012 acre tract being a portion of a call 2825.55 acre tract, styled as Tract "A" recorded in the name of Toll-GTIS Property Owner, LLC in File Number 2013153798 of the Official Records of Fort Bend County (O.R.F.B.C.); Said 51.012 acre tract being more particularly described by a metes and bounds description as follows (bearings based on the Texas Coordinate System, NAD 83, South Central Zone, as derived from GPS observations);

**Commencing** at a 5/8-inch iron rod found at the most southerly corner of Sienna Village of Destrehan, Section Two, a subdivision recorded in Plat Number 20140292 of the Fort Bend County Plat Records (F.B.C.P.R.), from which a found 5/8-inch iron rod bears North 54 degrees 55 minutes 29 seconds East, a distance of 168.38 feet;

Thence, North 87 degrees 25 minutes 58 seconds East, a distance of 2995.04 feet to the **Point of Beginning** of the herein described tract;

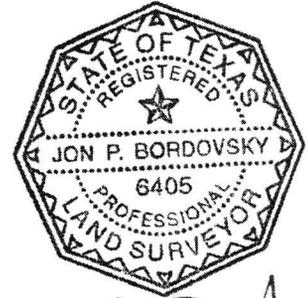
Thence, through and across aforesaid 2825.55 acre tract, the following eleven (11) courses:

- 1) North 46 degrees 56 minutes 53 seconds East, a distance of 276.87 feet;
- 2) North 17 degrees 00 minutes 18 seconds East, a distance of 579.73 feet;
- 3) East, 312.36 feet;
- 4) South, 165.04 feet;
- 5) North 88 degrees 13 minutes 17 seconds East, a distance of 775.19 feet;
- 6) South 59 degrees 21 minutes 45 seconds East, a distance of 455.03 feet;
- 7) South 17 degrees 19 minutes 42 seconds West, a distance of 103.18 feet;
- 8) 449.95 feet along the arc of a curve to the left, said curve having a radius of 1750.00 feet, a central angle of 14 degrees 43 minutes 53 seconds and a chord that bears South 09 degrees 57 minutes 45 seconds West, a distance of 448.71 feet;
- 9) South 02 degrees 35 minutes 49 seconds West, a distance of 696.29 feet;
- 10) South 88 degrees 13 minutes 17 seconds West, a distance of 1100.81 feet;

11) North 34 degrees 09 minutes 20 seconds West, a distance of 1087.17 feet to the **Point of Beginning** and containing 51.012 acres of land.

*This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

GBI PARTNERS, L.P.  
Ph: 281.499.4539  
May 21, 2015



*J. P. Bordovsky*

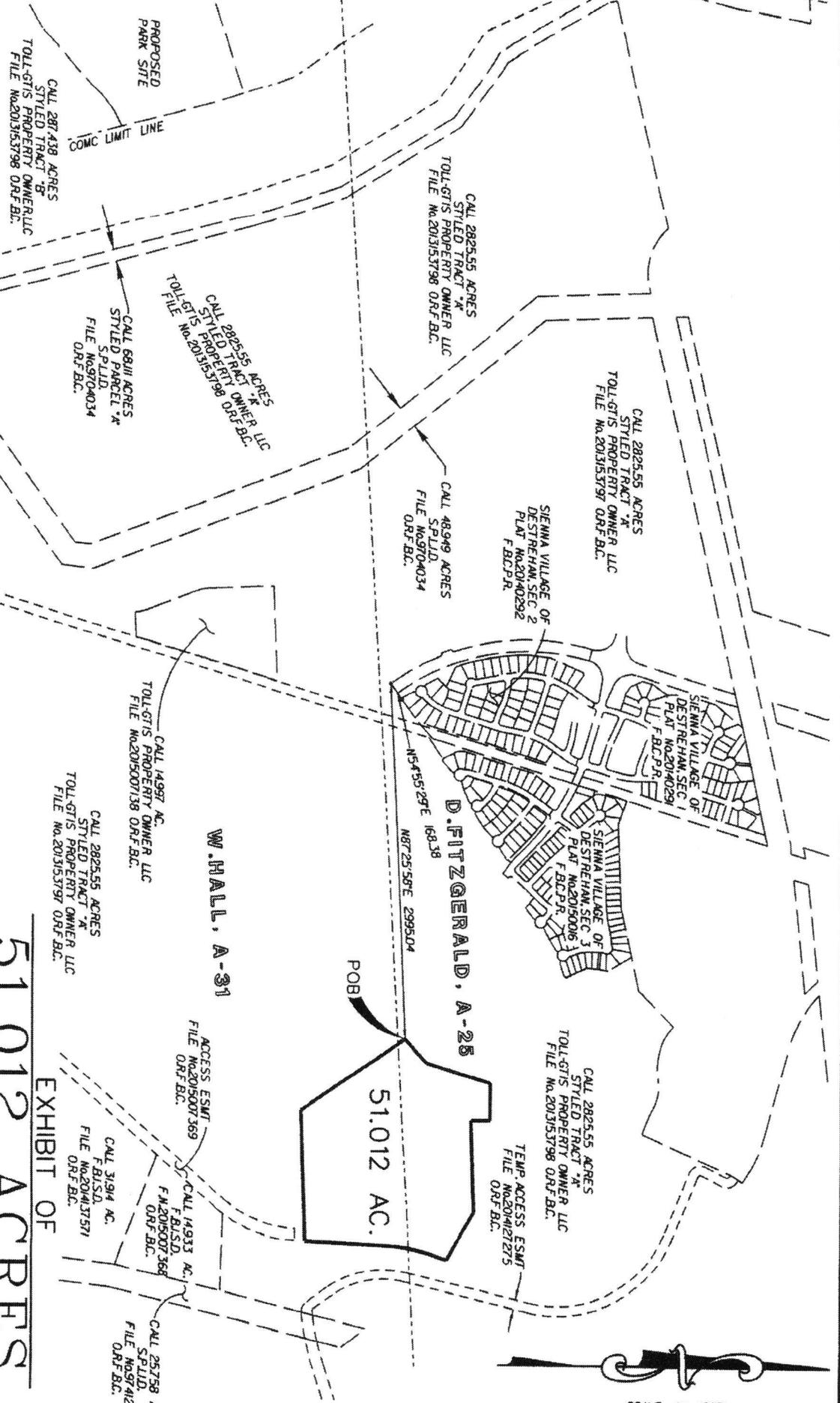


**GBI PARTNERS, L.P.**

**LAND SURVEYING CONSULTANTS**

TBPLS No. 101303-00  
 13340 S. Gessner Missouri City, TX 77489  
 Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 144906  
 SCALE: 1" = 1200'  
 DATE: 05/21/2015  
 MBS No.: 15-127



SCALE 1" = 1200'

**51.012 ACRES**

BEING A PORTION OF A CALL 282555 ACRES TRACT STYLED AS TRACT 'A' RECORDED IN THE NAME OF TOLL-GTIS PROPERTY OWNER LLC IN FILE NUMBER 2013153798 OF THE O.R.F.B.C. LOCATED IN THE

DAVID FITZGERALD SURVEY, A-25 & WILLIAM HALL LEAGUE, A-31 FORT BEND COUNTY, TEXAS  
 MAY 2015

County: Fort Bend  
Project: Sienna Plantation  
Job No. 144906  
MBS No. 17-157

**FIELD NOTES FOR 0.897 ACRE**  
(EXCLUDED FROM SPMUD 6 AND INCLUDED INTO SPMUD 4)

Being a tract containing 0.897 acre of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas; Said 0.897 acre tract being a portion of a call 287.438 acre tract styled as Tract "B" and a portion of a call 2825.55 acre tract styled as Tract "A", both recorded in the name of Toll-GTIS Property Owner LLC in File Number 2013153797 of the Official Records of Fort Bend County (O.R.F.B.C); Said 0.897 acre tract being more particularly described by tow (2) metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

**TRACT I: 0.053 ACRE**

**Commencing** at a 5/8-inch iron rod found at the northwesterly corner of Reserve "B", Sienna Village of Destrehan Section 9B, a subdivision recorded in Plat Number 20170063 of the Fort Bend County Plat Records (F.B.C.P.R.), from which a 5/8-inch iron rod found at the northeasterly corner of said Reserve "B" bears North 52 degrees 02 minutes 51 seconds East, a distance of 200.00 feet;

Thence, through and across said 287.438 acre tract, South 48 degrees 29 minutes 19 seconds West, a distance of 1243.41 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing through and across said 287.438 acre tract, the following four (4) courses:

- 1) South 73 degrees 02 minutes 26 seconds West, a distance of 126.79 feet;
- 2) 90.95 feet along the arc of a curve to the left, said curve having a radius of 1226.87 feet, a central angle of 04 degrees 14 minutes 51 seconds and a chord that bears North 53 degrees 18 minutes 40 seconds East, a distance of 90.93 feet;
- 3) 38.34 feet along the arc of a curve to the right, said curve having a radius of 24.83 feet, a central angle of 88 degrees 28 minutes 28 seconds and a chord that bears South 85 degrees 47 minutes 45 seconds East, a distance of 34.64 feet;
- 4) 20.25 feet along the arc of a curve to the left, said curve having a radius of 751.73 feet, a central angle of 01 degree 32 minutes 35 seconds and a chord that bears South 43 degrees 00 minutes 11 seconds East, a distance of 20.24 feet to the **Point of Beginning** and containing 0.053 acre of land.

**TRACT II: 0.844 ACRE**

**Commencing** at a 5/8-inch iron rod found at an angle point of Lot 17, Block 1, said Sienna Plantation Section 13B, from which a 5/8-inch iron rod found at the southerly southwest corner of Lot 25, Block 1, said Sienna Plantation Section 13B bears South 88 degrees 13 minutes 49 seconds West, a distance of 488.64 feet;

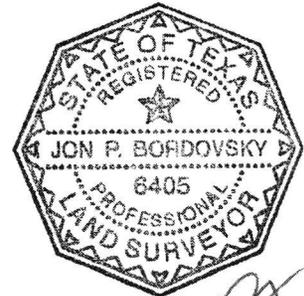
Thence, South 43 degrees 55 minutes 09 seconds East, a distance of 110.47 feet to the **Point of Beginning** of the herein described tract;

Thence, through and across aforesaid 2825.55 acre tract, the following four (4) courses:

- 1) South 01 degree 48 minutes 23 seconds East, a distance of 31.05 feet;
- 2) South 88 degrees 11 minutes 37 seconds West, a distance of 1173.07 feet;
- 3) North 01 degree 46 minutes 58 seconds West, a distance of 31.63 feet;
- 4) North 88 degrees 13 minutes 17 seconds East, a distance of 1173.06 feet to the **Point of Beginning** and containing 0.844 acre of land.

*This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

GBI PARTNERS, L.P.  
TBPLS Firm No. 10130300  
Ph: 281.499.4539  
June 30, 2017



*JPB*  
6/30/2017

CALL 48,949 ACRES  
SIENNA PLANTATION  
LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY  
FILE No.9704034 O.R.F.B.C.

CALL 68,111 ACRES  
SIENNA PLANTATION  
LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY  
FILE No.9704034 O.R.F.B.C.

N52°02'51"E  
200.00  
P.O.C.

P.O.B.

S48°29'19"W  
1243.41

RESERVE  
B  
P.N. 20170063

# TRACT I: 0.053 ACRE

CALL 2825.55 ACRES  
STYLED TRACT "A"  
TOLL-GTIS PROPERTY OWNER LLC  
FILE No.2013153797 O.R.F.B.C.

CALL 287,438 ACRES  
STYLED TRACT "B"  
TOLL-GTIS PROPERTY OWNER LLC  
FILE No.2013153797 O.R.F.B.C.

DRAINAGE ESMT  
VOL.1928, PG.1394  
O.R.F.B.C.

DRAINAGE ESMT  
VOL.893, PG.219  
F.B.C.D.R.

CALL 68,111 ACRES  
SIENNA PLANTATION  
LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY  
FILE No.9704034 O.R.F.B.C.

SCALE: 1" = 800'

EXHIBIT OF

## TRACT I: 0.053 ACRE

BEING A PORTION OF A CALL 287,438 ACRE  
TRACT STYLED AS TRACT "B", RECORDED  
IN THE NAME OF TOLL-GTIS PROPERTY  
OWNER LLC IN FILE No.2013153797 OF THE  
O.R.F.B.C.

LOCATED IN THE

WILLIAM HALL SURVEY, A-31  
FORT BEND COUNTY, TEXAS

JUNE 2017



**GBI PARTNERS, L.P.**

**LAND SURVEYING CONSULTANTS**

TBPLS FIRM No. 10130300

13340 S.Gessner Missouri City, TX 77489

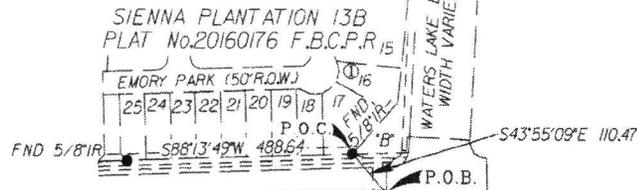
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 144906

SCALE: 1"=800'

DATE: 06/30/2017

MBS No.: 17-157



# TRACT II: 0.844 ACRE

CALL 2825.55 ACRES  
STYLED TRACT "A"  
TOLL-GTIS PROPERTY OWNER LLC  
FILE No.2013153798 O.R.F.B.C.

CALL 2825.55 ACRES  
STYLED TRACT "A"  
TOLL-GTIS PROPERTY OWNER LLC  
FILE No.2013153798 O.R.F.B.C.

WATERS LAKE BLVD (100'-R.O.W.) PLAT No.20160090 F.B.C.P.R.

RESERVE "A"  
FORT BEND ISD  
ELEMENTARY SCHOOL No.48  
AND MIDDLE SCHOOL No.15  
PLAT No.20160186 F.B.C.P.R.

CALL 25,758 ACRES  
SIENNA PLANTATION L.L.D.  
FILE No.9741281 O.R.F.B.C.

CALL 16,000 ACRES  
S.P.M.U.D.No.1  
FILE No.2007064601  
O.R.F.B.C.

EXHIBIT OF

# TRACT II: 0.844 ACRE

BEING A PORTION OF A CALL 2825.55 ACRE  
TRACT STYLED AS TRACT "A" AND RECORDED  
IN THE NAME OF TOLL-GTIS PROPERTY OWNER  
LLC IN FILE NUMBER 2013153798 OF THE  
O.R.F.B.C.

LOCATED IN THE  
WILLIAM HALL SURVEY, A-31  
FORT BEND COUNTY, TEXAS

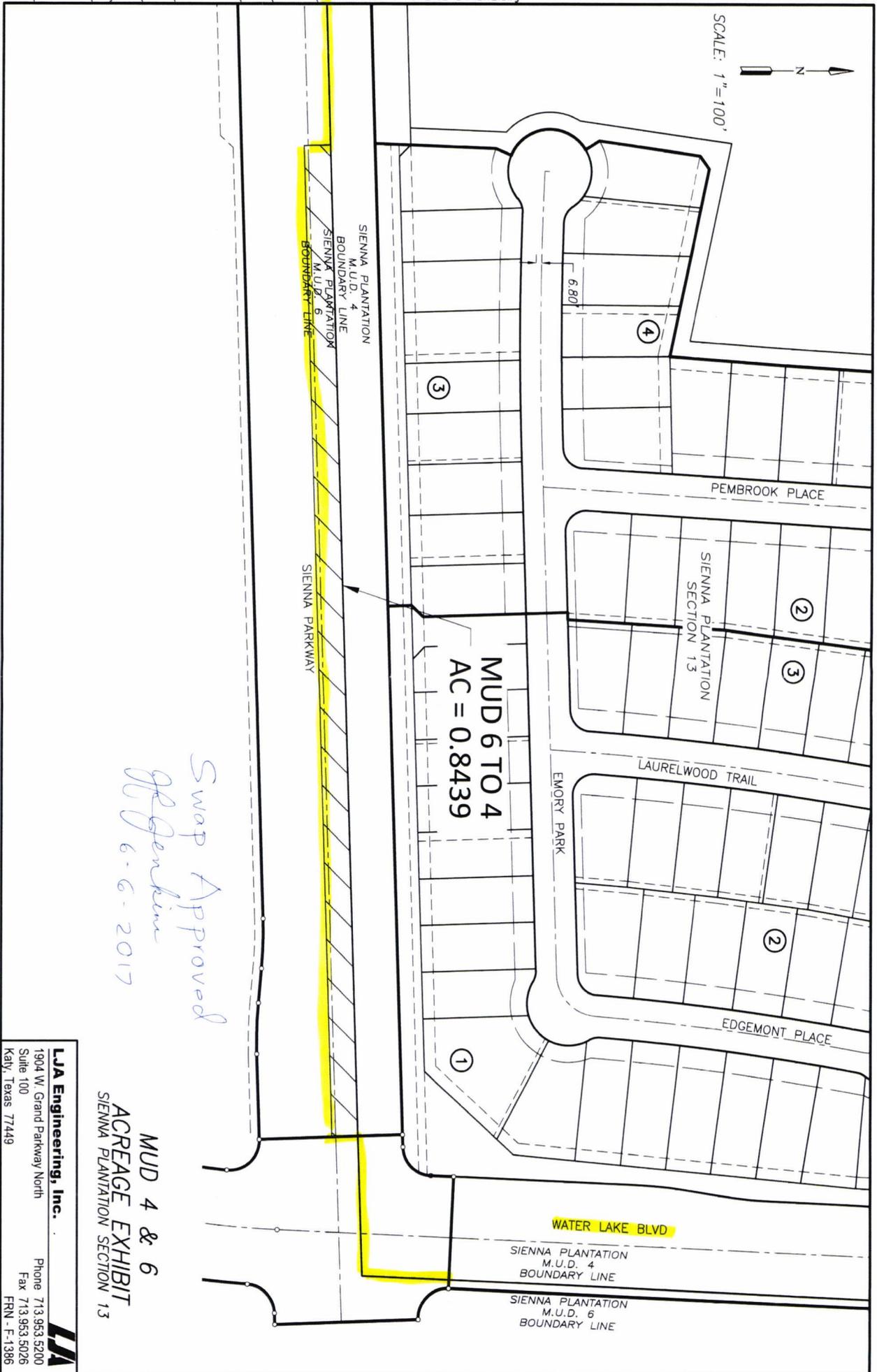
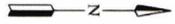
JUNE 2017



**GBI PARTNERS, L.P.**  
LAND SURVEYING CONSULTANTS  
TBPLS FIRM No. 10130300  
13340 S.Gessner Missouri City, TX 77489  
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 144906  
SCALE: 1"=400'  
DATE: 06/30/2017  
MBS No.: 17-157

SCALE: 1" = 100'



*Swap Approved  
R. Jenkins  
6-6-2017*

**MUD 4 & 6  
ACREAGE EXHIBIT  
SIENNA PLANTATION SECTION 13**

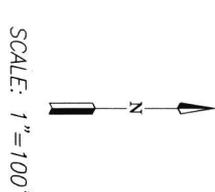
**LJA Engineering, Inc.**  
1904 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449  
Phone 713.953.5200  
Fax 713.953.5026  
FRN - F-1386



TOLL-GTIS PROPERTY OWNER, LLC  
 TRACT "B"  
 CALLED 287.208 ACRES  
 F.N. 2013153798  
 F.B.C.O.P.R.

TOLL-GTIS PROPERTY OWNER, LLC  
 TRACT "B"  
 CALLED 287.208 ACRES  
 F.N. 2013153798  
 F.B.C.O.P.R.

MUD 4 & 6 LAND  
 SWAP EXHIBIT  
 SIENNA PLANTATION SECTION 14



**LJA Engineering, Inc.**  
 1904 W. Grand Parkway North  
 Suite 100  
 Katy, Texas 77449

Phone 713.953.5200  
 Fax 713.953.5026  
 FRN - F-1386

County: Fort Bend  
Project: Toll-GTIS  
Job No. 144906  
MBS No. 15-128(REVISED)

**FIELD NOTES FOR 51.012 ACRES**  
(EXCLUDED FROM SPMUD 4 AND INCLUDED INTO SPMUD 6)

Being a tract containing 51.012 acres of land, located in the David Fitzgerald Survey, Abstract 25 and the William Hall League, Abstract 31, in Fort Bend County, Texas; Said 51.012 acre tract being a portion of a call 2825.55 acre tract, styled as Tract "A" recorded in the name of Toll-GTIS Property Owner, LLC in File Number 2013153798 of the Official Records of Fort Bend County (O.R.F.B.C.); Said 51.012 acre tract being more particularly described by three (3) metes and bounds descriptions as follows (bearings based on the Texas Coordinate System, NAD 83, South Central Zone, as derived from GPS observations);

**TRACT 1: 11.774 ACRES**

**Commencing** at a 5/8-inch iron rod found at the most southerly corner of Sienna Village of Destrehan, Section Two, a subdivision recorded in Plat Number 20140292 of the Fort Bend County Plat Records (F.B.C.P.R.), from which a found 5/8-inch iron rod bears North 54 degrees 55 minutes 29 seconds East, a distance of 168.38 feet;

Thence, North 75 degrees 02 minutes 27 seconds East, a distance of 5429.07 feet to the **Point of Beginning** of the herein described tract;

Thence, through and across aforesaid 2825.55 acre tract, the following fourteen (14) courses:

- 1) South 72 degrees 41 minutes 09 seconds East, a distance of 30.00 feet;
- 2) 225.46 feet along the arc of a curve to the left, said curve having a radius of 243.27 feet, a central angle of 53 degrees 06 minutes 02 seconds and a chord that bears North 81 degrees 30 minutes 18 seconds East, a distance of 217.48 feet;
- 3) South 14 degrees 28 minutes 39 seconds East, a distance of 675.69 feet;
- 4) South 68 degrees 14 minutes 47 seconds West, a distance of 19.31 feet;
- 5) South 65 degrees 46 minutes 22 seconds West, a distance of 153.66 feet;
- 6) South 54 degrees 39 minutes 25 seconds West, a distance of 113.88 feet;
- 7) South 33 degrees 43 minutes 15 seconds West, a distance of 127.51 feet;
- 8) South 26 degrees 03 minutes 22 seconds West, a distance of 62.26 feet;
- 9) South 07 degrees 34 minutes 37 seconds West, a distance of 227.48 feet;
- 10) North 59 degrees 21 minutes 45 seconds West, a distance of 506.68 feet;
- 11) North 17 degrees 19 minutes 42 seconds East, a distance of 152.93 feet;

- 12) 419.77 feet along the arc of a curve to the right, said curve having a radius of 1750.00 feet, a central angle of 13 degrees 44 minutes 36 seconds and a chord that bears North 24 degrees 12 minutes 00 seconds East, a distance of 418.76 feet;
- 13) North 31 degrees 04 minutes 18 seconds East, a distance of 149.54 feet;
- 14) 264.15 feet along the arc of a curve to the left, said curve having a radius of 1100.00 feet, a central angle of 13 degrees 45 minutes 31 seconds and a chord that bears North 24 degrees 11 minutes 33 seconds East, a distance of 263.51 feet to the **Point of Beginning** and containing 11.773 acres of land.

**TRACT 2: 33.610 ACRES**

**Commencing** at a 5/8-inch iron rod found at the most southerly corner of Sienna Village of Destrehan, Section Two, a subdivision recorded in Plat Number 20140292 of the Fort Bend County Plat Records (F.B.C.P.R.), from which a found 5/8-inch iron rod bears North 54 degrees 55 minutes 29 seconds East, a distance of 168.38 feet;

Thence, South 35 degrees 31 minutes 29 seconds West, a distance of 32.18 feet to the **Point of Beginning** of the herein described tract;

Thence, through and across aforesaid call 2825.55 acre tract, the following eight (8) courses:

- 1) 296.81 feet along the arc of a curve to the left, said curve having a radius of 2121.50 feet, a central angle of 08 degrees 00 minutes 58 seconds and a chord that bears South 40 degrees 07 minutes 22 seconds East, a distance of 296.57 feet;
- 2) South 16 degrees 45 minutes 29 seconds West, a distance of 2049.06 feet;
- 3) South 87 degrees 47 minutes 32 seconds West, a distance of 208.21 feet;
- 4) 127.69 feet along the arc of a curve to the left, said curve having a radius of 475.00 feet, a central angle of 15 degrees 24 minutes 08 seconds and a chord that bears North 12 degrees 14 minutes 46 seconds West, a distance of 127.30 feet;
- 5) North 19 degrees 56 minutes 50 seconds West, a distance of 427.50 feet;
- 6) 131.59 feet along the arc of a curve to the right, said curve having a radius of 425.00 feet, a central angle of 17 degrees 44 minutes 22 seconds and a chord that bears North 11 degrees 04 minutes 39 seconds West, a distance of 131.06 feet;
- 7) North 02 degrees 12 minutes 28 seconds West, distance of 551.49 feet;
- 8) South 87 degrees 19 minutes 06 seconds West, a distance of 702.48 feet to the easterly line of a call 48.949 acre tract recorded in the name of Sienna Plantation Levee Improvement District in File Number 9704034 of the O.R.F.B.C.;

Thence, with said line, North 19 degrees 57 minutes 09 seconds West, a distance of 212.27 feet;

Thence, through and across aforesaid 2825.55 acre tract, the following two (2) courses:

- 1) 1223.99 feet along the arc of a curve to the left, said curve having a radius of 2006.76 feet, a central angle of 34 degrees 56 minutes 48 seconds and a chord that bears North 69 degrees 07 minutes 25 seconds East, a distance of 1205.11 feet;
- 2) North 50 degrees 16 minutes 44 seconds East, a distance of 617.76 feet to the **Point of Beginning** and containing 33.610 acres of land.

**TRACT 3: 5.628 ACRES**

**Commencing** at a 5/8-inch iron rod found at the most southerly corner of Sienna Village of Destrehan, Section Two, a subdivision recorded in Plat Number 20140292 of the Fort Bend County Plat Records (F.B.C.P.R.), from which a found 5/8-inch iron rod bears North 54 degrees 55 minutes 29 seconds East, a distance of 168.38 feet;

Thence, South 58 degrees 50 minutes 33 seconds West, a distance of 2016.10 feet to the westerly line of a call 48.949 acre tract recorded in the name of Sienna Plantation Levee Improvement District in File Number 9704034 of the O.R.F.B.C. and the **Point of Beginning** of the herein described tract;

Thence, with said line, South 19 degrees 57 minutes 09 seconds East, a distance of 17.68 feet;

Thence, through and across aforesaid 2825.55 acre tract, the following three (3) courses:

- 1) South 87 degrees 19 minutes 06 seconds West, a distance of 1135.39 feet;
- 2) 393.10 feet along the arc of a curve to the left, said curve having a radius of 2000.00 feet, a central angle of 11 degrees 15 minutes 41 seconds and a chord that bears South 81 degrees 41 minutes 00 seconds West, a distance of 392.47 feet;
- 3) South 76 degrees 03 minutes 10 seconds West, a distance of 596.24 feet to the easterly line of a call 68.111 acre tract styled as Parcel "A" and recorded in the name of Sienna Plantation Levee Improvement District in File Number 9704034 of the O.R.F.B.C.;

Thence, with said line, the following two (2) courses:

- 1) North 13 degrees 56 minutes 47 seconds West, a distance of 137.40 feet;
- 2) North 17 degrees 54 minutes 04 seconds West, a distance of 69.07 feet;

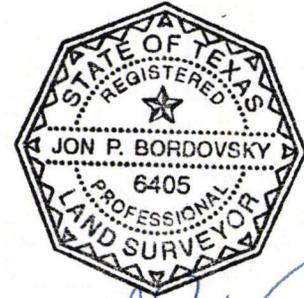
Thence, through and across aforesaid 2825.55 acre tract, the following five (5) courses:

- 1) North 75 degrees 36 minutes 27 seconds East, a distance of 200.72 feet;
- 2) 523.56 feet along the arc of a curve to the left, said curve having a radius of 1226.87 feet, a central angle of 24 degrees 27 minutes 03 seconds and a chord that bears North 63 degrees 24 minutes 46 seconds East, a distance of 519.60 feet;
- 3) 38.34 feet along the arc of a curve to the right, said curve having a radius of 24.83 feet, a central angle of 88 degrees 28 minutes 28 seconds and a chord that bears South 85 degrees 47 minutes 45 seconds East, a distance of 34.64 feet;

- 4) 658.30 feet along the arc of a curve to the left, said curve having a radius of 751.73 feet, a central angle of 50 degrees 10 minutes 30 seconds and a chord that bears South 67 degrees 19 minutes 08 seconds East, a distance of 637.47 feet;
- 5) North 87 degrees 33 minutes 17 seconds East, a distance of 868.45 feet to the **Point of Beginning** and containing 39.239 acres of land.

*This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

GBI PARTNERS, L.P.  
Ph: 281.499.4539  
May 21, 2015  
(Revised 06/01/2015)



*[Handwritten signature]*



**GBI PARTNERS, L.P.**

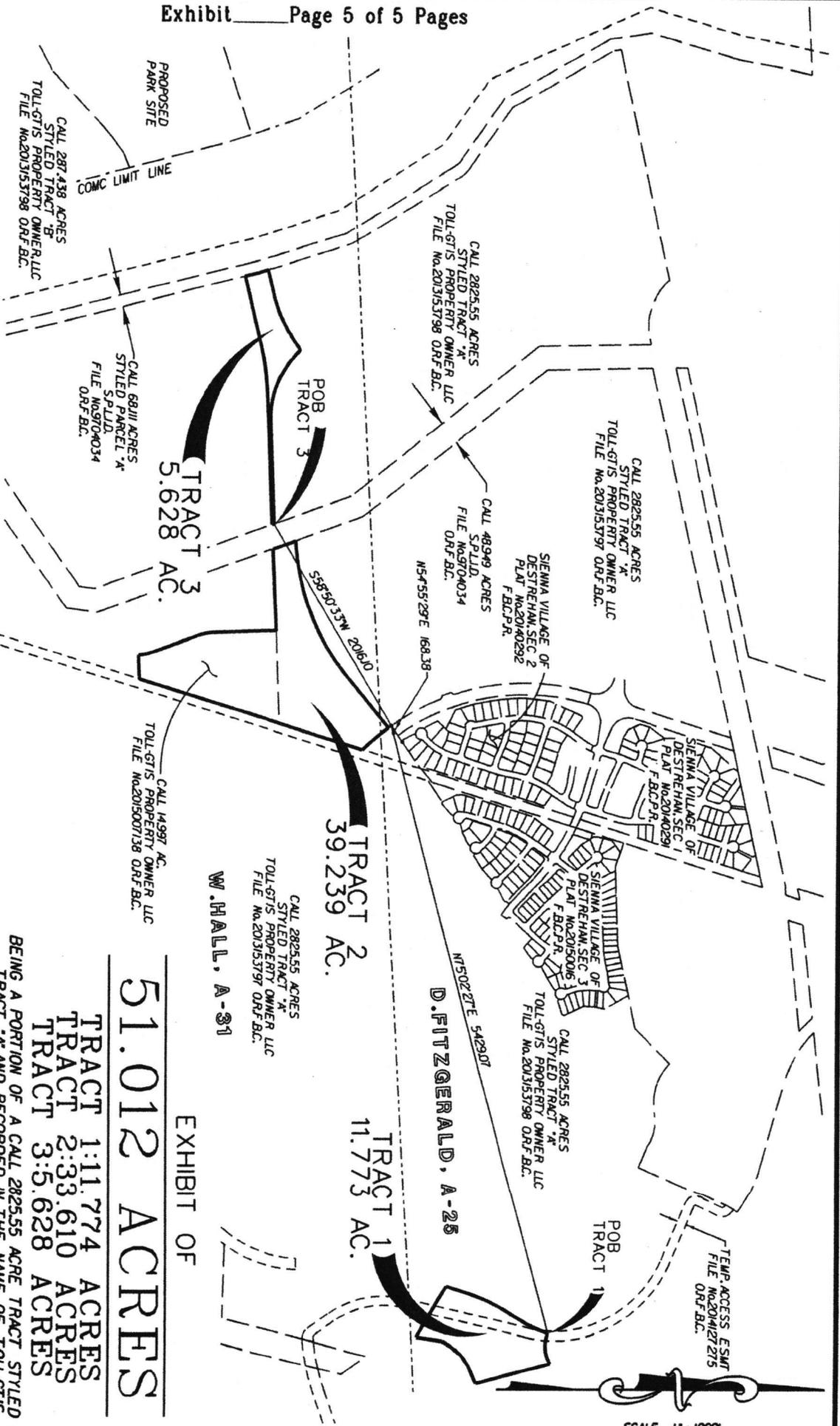
**LAND SURVEYING CONSULTANTS**

TBPLS No. 101303-00

13340 S. Gessner Missouri City, TX 77489

Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 144906  
SCALE: 1" = 1200'  
DATE: 05/21/2015  
MBS No.: 15-1281 (REVISED)



SCALE: 1" = 1200'

**51.012 ACRES**

TRACT 1: 11.774 ACRES  
 TRACT 2: 33.610 ACRES  
 TRACT 3: 5.628 ACRES

BEING A PORTION OF A CALL 282555 ACRE TRACT STYLED AS TRACT 'A' AND RECORDED IN THE NAME OF TOLL-GTIS PROPERTY OWNER, LLC IN FILE NUMBER 2013153798 OF THE OR.F.B.C. A PORTION OF A CALL 68111 ACRE TRACT STYLED TRACT 'A' AND A PORTION OF A CALL 48949 ACRE TRACT, BOTH IMPROVEMENT DISTRICT IN FILE NUMBER 9704034 OF THE OR.F.B.C.

LOCATED IN THE  
 DAVID FITZGERALD SURVEY, A-25  
 & WILLIAM HALL LEAGUE, A-31  
 FORT BEND COUNTY, TEXAS  
 MAY 2015

DESCRIPTION OF  
28.676 ACRES  
SIENNA PLANTATION M.U.D. NO. 6  
PROPOSED DEANNEXATION TRACT

All that certain tract or parcel containing 28.676 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

COMMENCING for reference at the southerly southeast corner of said 3905.044 acre tract, same being the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68:

Thence departing said 1035.486 acre tract, with the south line of said 3905.044 acre tract and with the common line between said William Hall and William Pettus Leagues the following three (3) courses;

- 1) South 87° 07' 40" West, 2710.89 feet to a point;
- 2) South 86° 45' 43" West, 4186.34 feet to a point;
- 3) South 86° 51' 11" West, 2182.34 feet to a point;

Thence North 16° 45' 29" East, 4923.21 feet departing said south and common lines to the POINT OF BEGINNING of the herein described tract;

28.676 Acres

January 28, 2005  
Job No. 9999-0067

Thence North  $16^{\circ} 45' 29''$  East, 341.40 feet to a point for corner on the arc of a curve whose center bears North  $51^{\circ} 00' 36''$  East;

Thence 2848.89 feet along the arc of a non-tangent curve to the left, having a central angle of  $70^{\circ} 58' 10''$ , a radius of 2300.00 feet and a chord which bears South  $74^{\circ} 28' 29''$  East, 2670.23 feet to a point for corner at the end of said curve;

Thence North  $70^{\circ} 02' 26''$  East, 1994.66 feet to a point for corner, the beginning of a curve;

Thence 659.09 feet along the arc of a curve to the left, having a central angle of  $06^{\circ} 30' 39''$ , a radius of 5800.00 feet and a chord which bears North  $66^{\circ} 47' 07''$  East, 658.74 feet to a point for corner on the arc of a curve whose center bears North  $26^{\circ} 28' 13''$  West;

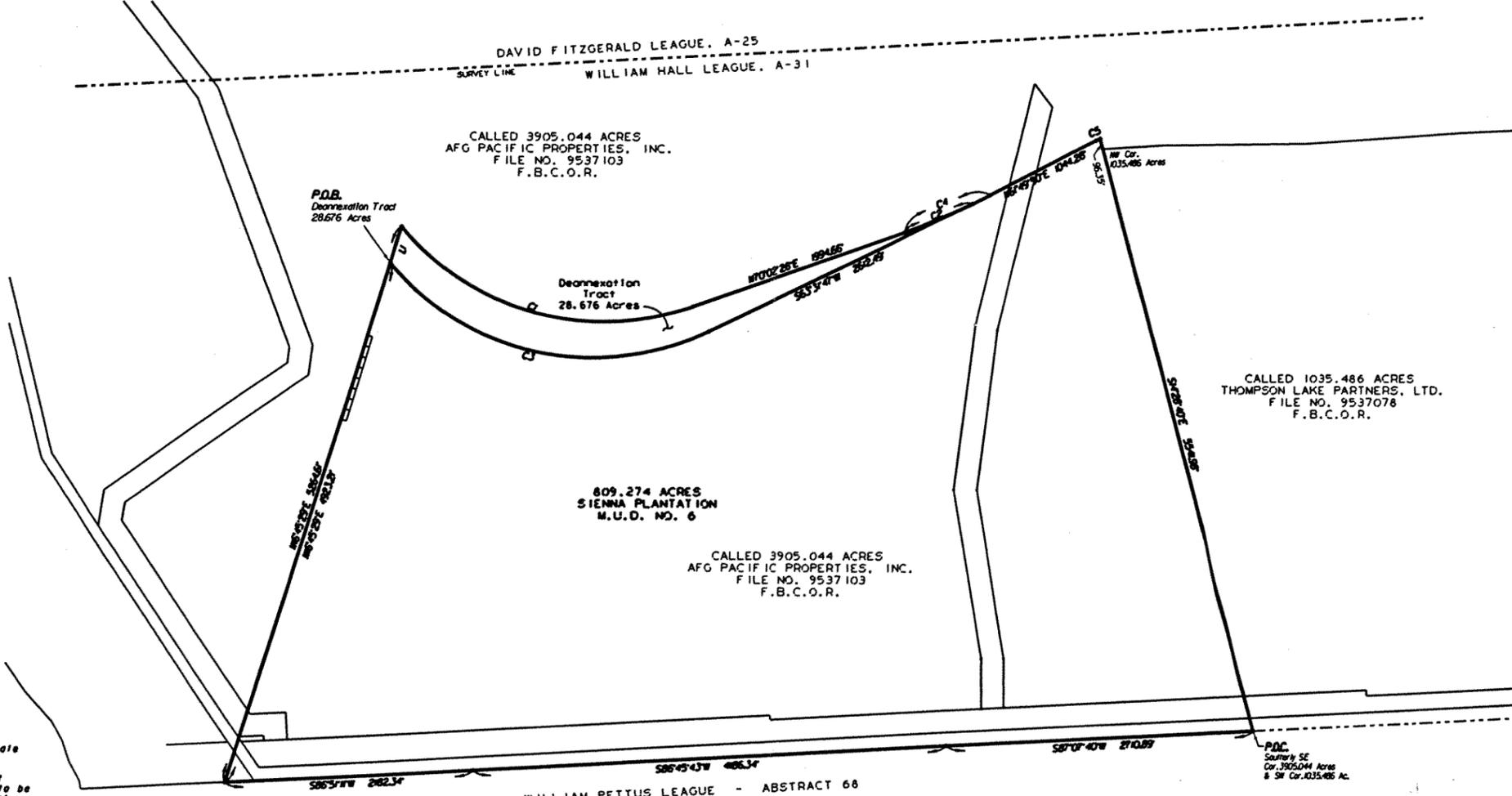
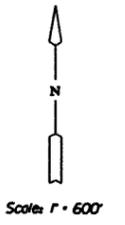
Thence South  $63^{\circ} 31' 47''$  West, 2612.49 feet to a point for corner, the beginning of a curve;

Thence 3110.26 feet along the arc of a curve to the right, having a central angle of  $77^{\circ} 28' 49''$ , a radius of 2300.00 feet and a chord which bears North  $77^{\circ} 43' 48''$  West, 2878.63 feet to the POINT OF BEGINNING and containing 28.676 acres of land.

LJA Engineering & Surveying, Inc.

LINE TABLE		
Line	Bearing	Distance
1	N16°45'29"E	341.40'

CURVE TABLE						
Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	2300.00'	1639.55'	2670.23'	2848.89'	70°58'10"	S14°28'29"E
2	5800.00'	329.90'	658.74'	658.09'	06°30'38"	N66°47'07"E
3	2300.00'	1849.29'	2878.63'	3110.26'	77°28'49"	N77°43'48"W
4	5800.00'	416.27'	830.40'	831.11'	08°12'37"	S65°56'08"W
5	12000.00'	20.54'	41.08'	41.08'	00°11'45"	N61°55'43"E



ACREAGE SUMMARY	
Gross Acreage	809.274 Acres
Deannexation Tract	- 28.676 Acres
Deannexation Total	- 28.676 Acres - 28.676 Acres
Net Acreage	780.598 Acres

**NOTES:**  
 1. All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.  
 2. This document, prepared under 22 TAC 1663.2i, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**DEANNEXATION MAP OF SIENNA PLANTATION M.U.D. NO. 6 780.598 ACRES OF LAND IN THE WILLIAM HALL LEAGUE, ABSTRACT 31 FORT BEND COUNTY, TEXAS**  
 JANUARY 2005 JOB NO. 9999-0067

**LJA Engineering & Surveying, Inc.**  
 2529 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042-3703  
 Phone 713.953.5200  
 Fax 713.953.5028

DESCRIPTION OF  
780.598 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION M.U.D. NO. 6

All that certain tract or parcel containing 780.598 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc. by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.), and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at the southerly southeast corner of said 3,905.044 acre tract, said point being the southwest corner of that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078, F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68, from which point the southeast corner of said 1,035.486 acre tract bears North 87° 07' 40" East, 7727.46 feet;

Thence with the south line of said 3,905.044 acre tract and with said common league lines the following three (3) courses;

- 1) South 87° 07' 40" West, 2,710.89 feet to a point for corner;
- 2) South 86° 45' 43" West, 4,186.34 feet to a point for corner;
- 3) South 86° 51' 11" West, 2,182.34 feet to a point for corner;

Thence North 16° 45' 29" East, 4923.21 feet departing said south and common lines to a point for corner on the arc of a curve whose center bears North 51° 00' 36" East;

Thence 3110.26 feet along the arc of a non-tangent curve to the left, having a central angle of 77° 28' 49", a radius of 2,300.00 feet and a chord which bears South 77° 43' 48" East, 2878.63 feet to a point for corner at the end of said curve;

Thence North 63° 31' 47" East, 2612.49 feet to a point for corner, the beginning of a curve;

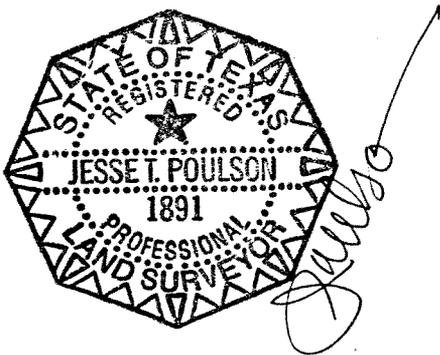
Thence 172.02 feet along the arc of a curve to the left, having a central angle of 01° 41' 57", a radius of 5800.00 feet and a chord which bears North 62° 40' 48" East, 172.01 feet to a point for corner at the end of said curve;

Thence North 61° 49' 50" East, 1044.28 feet to a point for corner, the beginning of a curve;

Thence 41.08 feet along the arc of a curve to the right, having a central angle of 00° 11' 46", a radius 12,000 feet and a chord which bears North 61° 55' 43" East, 41.08 feet to a point for corner;

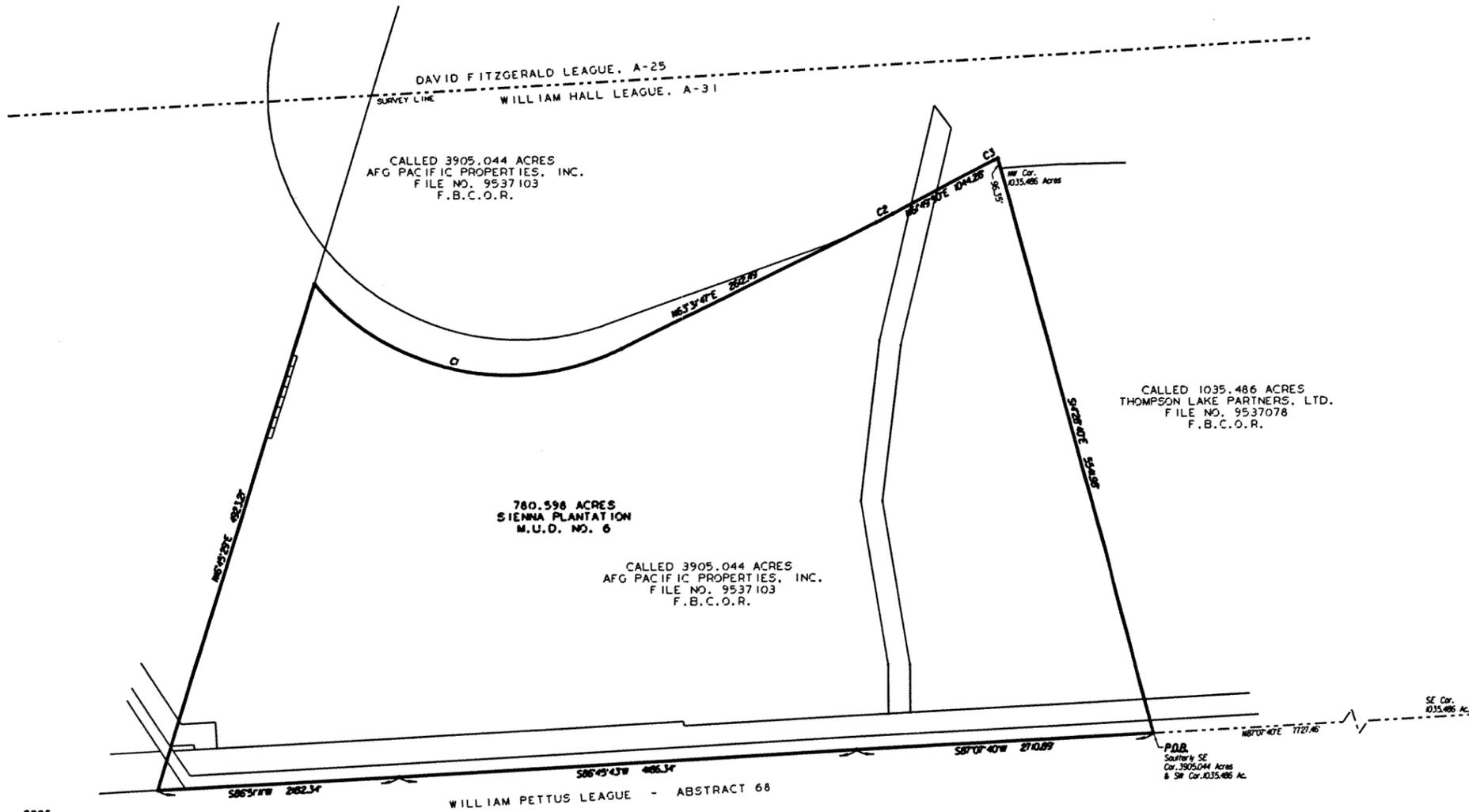
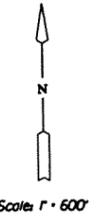
Thence South 14° 28' 40" East, at 96.35 feet pass the northwest corner of the aforesaid 1035.486 acre tract and a northerly southeast corner of the aforesaid 3905.044 acre tract and continuing with the common line between said tracts in all a total of 5541.98 feet to the POINT OF BEGINNING and containing 780.598 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering & Surveying, Inc.

Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	2300.00'	1845.29'	2878.63'	3110.26'	77°28'49"	S77°43'48"E
2	5800.00'	86.02'	172.01'	172.02'	01°41'57"	N62°40'48"E
3	12000.00'	20.54'	41.08'	41.08'	00°11'46"	N61°55'43"E



**NOTES:**

- All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.
- This document, prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

We, the undersigned members of the Board of Directors of Sienna Plantation Municipal Utility District No. 6 do hereby certify that this map is a complete and accurate map showing the boundaries of said district.

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

STATE OF TEXAS  
 COUNTY OF FORT BEND

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared

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

known to me to be the persons and officers whose names are subscribed above and that they executed the same in the capacity therein stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Notary Public in and for Fort Bend County, Texas

I, JESSE T. POULSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6 OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 28TH DAY OF JANUARY, 2005



*Jesse T. Poulson* 02/02/05  
 JESSE T. POULSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 1891

REVISED BOUNDARY MAP  
 OF  
 SIENNA PLANTATION  
 M. U. D. NO. 6  
 780.598 ACRES OF LAND  
 IN THE  
 WILLIAM HALL LEAGUE, ABSTRACT 31  
 FORT BEND COUNTY, TEXAS  
 JANUARY 2005 JOB NO. 9999-0181

LJA Engineering & Surveying, Inc.  
 2929 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042-3703  
 Phone 713.953.5200  
 Fax 713.953.5025

New

July 30, 2008  
Job No. 1276-0806

DESCRIPTION OF  
519.748 ACRES  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6  
ANNEXATION TRACTS

All those certain tracts or parcels containing a total of 519.748 acres of land in Fort Bend County, Texas, being more particularly described as Tract One containing 248.639 acres and Tract Two containing 271.109 acres by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

TRACT ONE  
248.639 ACRES

All that certain tract or parcel containing 248.639 acres of land in the David Fitzgerald League, A-25, and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the F.B.C.O.R.;

COMMENCING for reference at the northwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence North  $14^{\circ} 28' 40''$  East, 96.35 feet departing said 1035.486 acre tract to the POINT OF BEGINNING of the herein described tract and on the arc of a curve whose center bears South  $27^{\circ} 58' 24''$  East;

Thence 41.08 feet along the arc of a non-tangent curve to the left, having a central angle of  $00^{\circ} 11' 46''$ , a radius of 12000.00 feet and a chord which bears South  $61^{\circ} 55' 43''$  West, 41.08 feet to a point for corner at the end of said curve;

Thence South  $61^{\circ} 49' 50''$  West, 1044.28 feet to a point for corner, the beginning of a curve;

Thence 172.02 feet along the arc of a curve to the right, having a central angle of  $01^{\circ} 41' 57''$ , a radius of 5800.00 feet and a chord which bears South  $62^{\circ} 40' 48''$  West, 172.01 feet to a point for corner at the end of said curve;

Thence South  $63^{\circ} 31' 47''$  West, 2,612.49 feet to a point for corner, the beginning of a curve;

Thence 3110.26 feet along the arc of a curve to the right, having a central angle of  $77^{\circ} 28' 49''$ , a radius of 2300.00 feet and a chord which bears North  $77^{\circ} 43' 48''$  West, 2878.63 feet to a point for corner;

Thence North  $16^{\circ} 45' 29''$  East, 1711.04 feet to a point for corner on the arc of a curve whose center bears North  $46^{\circ} 36' 37''$  East;

Thence 1669.09 feet along the arc of a non-tangent curve to the left, having a central angle of  $48^{\circ} 23' 20''$ , a radius of 2000.00 feet and a chord which bears South  $67^{\circ} 35' 03''$  East, 1639.34 feet to a point for corner at the end of said curve;

Thence North  $88^{\circ} 13' 17''$  East, 1861.53 feet to a point for corner;

Thence North  $34^{\circ} 09' 20''$  West, 1087.17 feet to a point for corner;

Thence North  $46^{\circ} 56' 53''$  East, 276.87 feet to a point for corner;

Thence North  $17^{\circ} 00' 18''$  East, 579.73 feet to a point for corner;

Thence North  $90^{\circ} 00' 00''$  East, 312.36 feet to a point for corner;

Thence South  $00^{\circ} 00' 00''$  West, 165.04 feet to a point for corner;

Thence North  $88^{\circ} 13' 17''$  East, 775.19 feet to a point for corner;

519.748 Acres

July 30, 2008  
Job No. 1276-0806

Thence South 59° 21' 45" East, 961.78 feet to a point for corner on the centerline of Oyster Creek;

Thence downstream with the centerline of Oyster Creek the following six (6) courses;

- 1) South 07° 34' 37" West, 24.21 feet to a point for corner;
- 2) South 06° 24' 25" East, 172.40 feet to a point for corner;
- 3) South 19° 30' 40" East, 216.89 feet to a point for corner;
- 4) South 52° 08' 24" East, 72.39 feet to a point for corner;
- 5) South 36° 15' 44" East, 262.88 feet to a point for corner;
- 6) South 55° 41' 14" East, 501.72 feet to the POINT OF BEGINNING and containing 248.639 acres of land.

TRACT TWO  
271.109 ACRES

All that certain tract or parcel containing 271.109 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the F.B.C.O.R.;

COMMENCING for reference at the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence departing said 1035.486 acre tract and with the south lines of said 3905.044 acre tract the following three (3) courses;

- 1) South  $87^{\circ} 07' 40''$  West, 2710.89 feet to a point;
- 2) South  $86^{\circ} 45' 43''$  West, 4186.34 feet to a point;
- 3) South  $86^{\circ} 51' 11''$  West, 2182.34 feet to the POINT OF BEGINNING of the herein described tract;

Thence South  $86^{\circ} 51' 11''$  West, 362.75 feet continuing with said south line to a point for corner;

Thence North  $23^{\circ} 51' 06''$  West, departing said south line, at 352.12 feet pass an easterly corner of that certain Drainage Easement called 169.706 acres conveyed to the Fort Bend County Drainage District by an instrument of record in Volume 893, Page 219 of the Deed Records of said Fort Bend County (F.B.C.D.R.) and continuing North  $23^{\circ} 51' 06''$  West, with an east line of said Drainage Easement in all a total of 3210.98 feet to a point for corner, an angle point in the west line of that certain tract called 68.111 acres, described as Levee Tract, conveyed to Sienna Plantation Levee Improvement District by an instrument of record in File No. 9741281 of the F.B.C.O.R.;

Thence North  $13^{\circ} 56' 50''$  West, 2366.13 feet with an east line of said Drainage Easement and with a west line of said Levee Tract to a point for corner;

Thence North  $76^{\circ} 03' 10''$  East, departing said east and west lines, at 100.00 feet pass an east line of said Levee Tract and continuing in all a total of 696.26 feet to a point for corner, the beginning of a curve;

Thence 393.24 feet along the arc of a curve to the right, having a central angle of  $11^{\circ} 15' 56''$ , a radius of 2000.00 feet and a chord which bears North  $81^{\circ} 41' 08''$  East, 392.61 feet to a point for corner at the end of said curve;

Thence North 87° 19' 06" East, 2047.16 feet to a point for corner, the northwest corner of that certain tract called 15.000 acres conveyed to the Fort Bend Independent School District by an instrument of record in File No. 2008069863 of the Official Public Records of said Fort Bend County;

Thence with the west lines of said 15.000 acre tract the following four (4) courses;

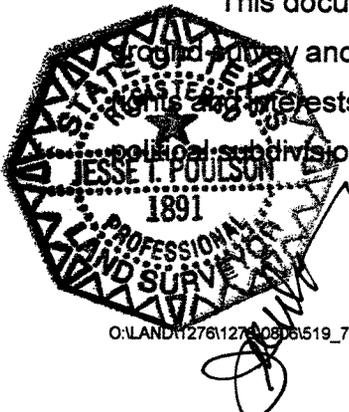
- 1) South 02° 12' 28" East, 551.49 feet to a point for corner the beginning of a curve;
- 2) 131.59 feet along the arc of a curve to the left, having a central angle of 17° 44' 22", a radius of 425.00 feet and a chord which bears South 11° 04' 39" East, 131.06 feet to a point for corner at the end of said curve;
- 3) South 19° 56' 50" East, 427.50 feet to a point for corner, the beginning of a curve;
- 4) 127.69 feet along the arc of a curve to the right, having a central angle of 15° 24' 08", a radius of 475.00 feet and a chord which bears South 12° 14' 46" East, 127.30 feet to a point for corner, the southwest corner of said 15.000 acre tract;

Thence North 87° 47' 32" East, 208.21 feet with the south line of said 15.000 acre tract to a point for corner;

Thence South 16° 45' 29" West, 4527.94 feet to the POINT OF BEGINNING and containing 271.109 acres of land.

Said Tract One and Tract Two containing a total of 519.748 acres of land.

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LJA Engineering & Surveying, Inc.

original

January 28, 2005  
Job No. 9999-0067

DESCRIPTION OF  
780.598 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION M.U.D. NO. 6

All that certain tract or parcel containing 780.598 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc. by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.), and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at the southerly southeast corner of said 3,905.044 acre tract, said point being the southwest corner of that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078, F.B.C.O.R. and on the common line between said William Hall League and the William Pettus League, A-68, from which point the southeast corner of said 1,035.486 acre tract bears North 87° 07' 40" East, 7727.46 feet;

Thence with the south line of said 3,905.044 acre tract and with said common league lines the following three (3) courses;

- 1) South 87° 07' 40" West, 2,710.89 feet to a point for corner;
- 2) South 86° 45' 43" West, 4,186.34 feet to a point for corner;
- 3) South 86° 51' 11" West, 2,182.34 feet to a point for corner;

Thence North 16° 45' 29" East, 4923.21 feet departing said south and common lines to a point for corner on the arc of a curve whose center bears North 51° 00' 36" East;

Thence 3110.26 feet along the arc of a non-tangent curve to the left, having a central angle of 77° 28' 49", a radius of 2,300.00 feet and a chord which bears South 77° 43' 48" East, 2878.63 feet to a point for corner at the end of said curve;

Thence North 63° 31' 47" East, 2612.49 feet to a point for corner, the beginning of a curve;

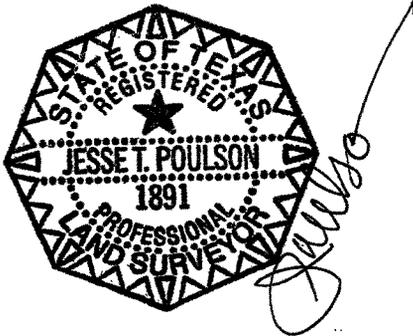
Thence 172.02 feet along the arc of a curve to the left, having a central angle of 01° 41' 57", a radius of 5800.00 feet and a chord which bears North 62° 40' 48" East, 172.01 feet to a point for corner at the end of said curve;

Thence North 61° 49' 50" East, 1044.28 feet to a point for corner, the beginning of a curve;

Thence 41.08 feet along the arc of a curve to the right, having a central angle of 00° 11' 46", a radius 12,000 feet and a chord which bears North 61° 55' 43" East, 41.08 feet to a point for corner;

Thence South 14° 28' 40" East, at 96.35 feet pass the northwest corner of the aforesaid 1035.486 acre tract and a northerly southeast corner of the aforesaid 3905.044 acre tract and continuing with the common line between said tracts in all a total of 5541.98 feet to the POINT OF BEGINNING and containing 780.598 acres of land.

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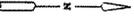


LJA Engineering & Surveying, Inc.

CURVE TABLE

Curve No.	Station	Radius	Chord	Angle	Area	Perimeter
1	1+00.00	100.00	100.00	180.00	0.00	314.16
2	1+00.00	100.00	100.00	180.00	0.00	314.16
3	1+00.00	100.00	100.00	180.00	0.00	314.16
4	1+00.00	100.00	100.00	180.00	0.00	314.16
5	1+00.00	100.00	100.00	180.00	0.00	314.16
6	1+00.00	100.00	100.00	180.00	0.00	314.16
7	1+00.00	100.00	100.00	180.00	0.00	314.16
8	1+00.00	100.00	100.00	180.00	0.00	314.16
9	1+00.00	100.00	100.00	180.00	0.00	314.16
10	1+00.00	100.00	100.00	180.00	0.00	314.16
11	1+00.00	100.00	100.00	180.00	0.00	314.16
12	1+00.00	100.00	100.00	180.00	0.00	314.16
13	1+00.00	100.00	100.00	180.00	0.00	314.16
14	1+00.00	100.00	100.00	180.00	0.00	314.16
15	1+00.00	100.00	100.00	180.00	0.00	314.16
16	1+00.00	100.00	100.00	180.00	0.00	314.16
17	1+00.00	100.00	100.00	180.00	0.00	314.16
18	1+00.00	100.00	100.00	180.00	0.00	314.16
19	1+00.00	100.00	100.00	180.00	0.00	314.16
20	1+00.00	100.00	100.00	180.00	0.00	314.16
21	1+00.00	100.00	100.00	180.00	0.00	314.16
22	1+00.00	100.00	100.00	180.00	0.00	314.16
23	1+00.00	100.00	100.00	180.00	0.00	314.16
24	1+00.00	100.00	100.00	180.00	0.00	314.16
25	1+00.00	100.00	100.00	180.00	0.00	314.16
26	1+00.00	100.00	100.00	180.00	0.00	314.16
27	1+00.00	100.00	100.00	180.00	0.00	314.16
28	1+00.00	100.00	100.00	180.00	0.00	314.16
29	1+00.00	100.00	100.00	180.00	0.00	314.16
30	1+00.00	100.00	100.00	180.00	0.00	314.16
31	1+00.00	100.00	100.00	180.00	0.00	314.16
32	1+00.00	100.00	100.00	180.00	0.00	314.16
33	1+00.00	100.00	100.00	180.00	0.00	314.16
34	1+00.00	100.00	100.00	180.00	0.00	314.16
35	1+00.00	100.00	100.00	180.00	0.00	314.16
36	1+00.00	100.00	100.00	180.00	0.00	314.16
37	1+00.00	100.00	100.00	180.00	0.00	314.16
38	1+00.00	100.00	100.00	180.00	0.00	314.16
39	1+00.00	100.00	100.00	180.00	0.00	314.16
40	1+00.00	100.00	100.00	180.00	0.00	314.16
41	1+00.00	100.00	100.00	180.00	0.00	314.16
42	1+00.00	100.00	100.00	180.00	0.00	314.16
43	1+00.00	100.00	100.00	180.00	0.00	314.16
44	1+00.00	100.00	100.00	180.00	0.00	314.16
45	1+00.00	100.00	100.00	180.00	0.00	314.16
46	1+00.00	100.00	100.00	180.00	0.00	314.16
47	1+00.00	100.00	100.00	180.00	0.00	314.16
48	1+00.00	100.00	100.00	180.00	0.00	314.16
49	1+00.00	100.00	100.00	180.00	0.00	314.16
50	1+00.00	100.00	100.00	180.00	0.00	314.16
51	1+00.00	100.00	100.00	180.00	0.00	314.16
52	1+00.00	100.00	100.00	180.00	0.00	314.16
53	1+00.00	100.00	100.00	180.00	0.00	314.16
54	1+00.00	100.00	100.00	180.00	0.00	314.16
55	1+00.00	100.00	100.00	180.00	0.00	314.16
56	1+00.00	100.00	100.00	180.00	0.00	314.16
57	1+00.00	100.00	100.00	180.00	0.00	314.16
58	1+00.00	100.00	100.00	180.00	0.00	314.16
59	1+00.00	100.00	100.00	180.00	0.00	314.16
60	1+00.00	100.00	100.00	180.00	0.00	314.16
61	1+00.00	100.00	100.00	180.00	0.00	314.16
62	1+00.00	100.00	100.00	180.00	0.00	314.16
63	1+00.00	100.00	100.00	180.00	0.00	314.16
64	1+00.00	100.00	100.00	180.00	0.00	314.16
65	1+00.00	100.00	100.00	180.00	0.00	314.16
66	1+00.00	100.00	100.00	180.00	0.00	314.16
67	1+00.00	100.00	100.00	180.00	0.00	314.16
68	1+00.00	100.00	100.00	180.00	0.00	314.16
69	1+00.00	100.00	100.00	180.00	0.00	314.16
70	1+00.00	100.00	100.00	180.00	0.00	314.16
71	1+00.00	100.00	100.00	180.00	0.00	314.16
72	1+00.00	100.00	100.00	180.00	0.00	314.16
73	1+00.00	100.00	100.00	180.00	0.00	314.16
74	1+00.00	100.00	100.00	180.00	0.00	314.16
75	1+00.00	100.00	100.00	180.00	0.00	314.16
76	1+00.00	100.00	100.00	180.00	0.00	314.16
77	1+00.00	100.00	100.00	180.00	0.00	314.16
78	1+00.00	100.00	100.00	180.00	0.00	314.16
79	1+00.00	100.00	100.00	180.00	0.00	314.16
80	1+00.00	100.00	100.00	180.00	0.00	314.16
81	1+00.00	100.00	100.00	180.00	0.00	314.16
82	1+00.00	100.00	100.00	180.00	0.00	314.16
83	1+00.00	100.00	100.00	180.00	0.00	314.16
84	1+00.00	100.00	100.00	180.00	0.00	314.16
85	1+00.00	100.00	100.00	180.00	0.00	314.16
86	1+00.00	100.00	100.00	180.00	0.00	314.16
87	1+00.00	100.00	100.00	180.00	0.00	314.16
88	1+00.00	100.00	100.00	180.00	0.00	314.16
89	1+00.00	100.00	100.00	180.00	0.00	314.16
90	1+00.00	100.00	100.00	180.00	0.00	314.16
91	1+00.00	100.00	100.00	180.00	0.00	314.16
92	1+00.00	100.00	100.00	180.00	0.00	314.16
93	1+00.00	100.00	100.00	180.00	0.00	314.16
94	1+00.00	100.00	100.00	180.00	0.00	314.16
95	1+00.00	100.00	100.00	180.00	0.00	314.16
96	1+00.00	100.00	100.00	180.00	0.00	314.16
97	1+00.00	100.00	100.00	180.00	0.00	314.16
98	1+00.00	100.00	100.00	180.00	0.00	314.16
99	1+00.00	100.00	100.00	180.00	0.00	314.16
100	1+00.00	100.00	100.00	180.00	0.00	314.16

Scale 1" = 500'



ACREAGE SUMMARY

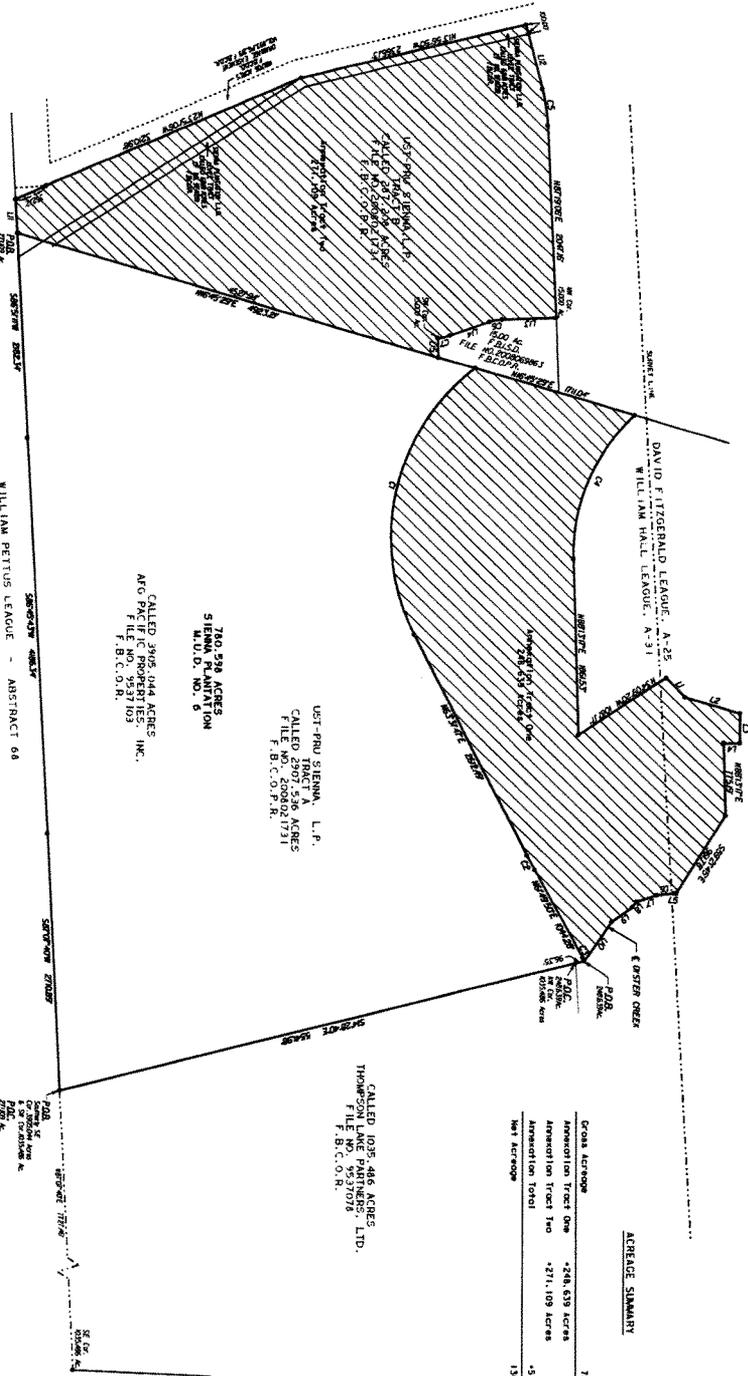
Original Acreage	780,598 Acres
Annexation Tract One	+248,639 Acres
Annexation Tract Two	+271,109 Acres
Net Acreage	1,300,346 Acres

Called 1035.486 Acres  
 M.U.D. NO. 6  
 FILE NO. 9527072  
 F.B.C.O.R.

Called 3905.044 Acres  
 M.U.D. NO. 6  
 FILE NO. 9527103  
 F.B.C.O.R.

Called 1035.486 Acres  
 M.U.D. NO. 6  
 FILE NO. 9527072  
 F.B.C.O.R.

ANNEXATION MAP  
 OF  
 SIENNA PLANTATION  
 M.U.D. NO. 6  
 1,300,346 ACRES OF LAND  
 IN THE  
 COUNTY OF FORT BEND, TEXAS  
 AND THE  
 COUNTY OF FORT BEND, TEXAS  
 ABSTRACT 25  
 ABSTRACT 31



NOTES:  
 1. All bearings referenced in the Texas State Plane Coordinate System, South Central Zone, under G.S. 7414.443(2) from the original survey. All distances are in feet and inches as shown on the original survey. The original survey was conducted by the original owner of the land and is hereby acknowledged as correct and true. The original owner of the land is hereby acknowledged as the author of the original survey and the original owner of the land is hereby acknowledged as the author of the original survey.

July 10, 2015  
Job No. 1414-0200

DESCRIPTION OF  
1300.346 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 6

All that certain tract or parcel containing 1300.346 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of those certain tracts called 2808.323 acres (Described as Tract "A") and 287.208 acres (Described as Tract "B") conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2013153798 of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.) and all of that certain tract called 15.000 acres conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2015007138, F.B.C.O.P.R., and a portion of those certain tracts called 48.949 acres, 60.047 acres and 68.111 acres conveyed to Sienna Plantation Levee Improvement District by an instrument of record in File No. 9741281 of the Official Records of said Fort Bend County (F.B.C.O.R.), said 1300.346 acres of land being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at the southwesterly corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd. by an instrument of record in File No. 9537078, F.B.C.O.R., same being on the south line of said 68.111 acre tract and on the common survey line of said William Hall League and the William Pettus League, A-68 of said Fort Bend County;

Thence, South  $87^{\circ} 07' 40''$  West, 2,710.89 feet along the south line of said 68.111 acre tract and said common survey line to a point for corner;

Thence, South  $86^{\circ} 45' 43''$  West, 4,186.34 feet continuing with said south line and said survey line to a point for corner;

Thence, South  $86^{\circ} 51' 11''$  West, 2,545.09 feet continuing with said south line and said survey line to a point for corner;

Thence, North  $23^{\circ} 51' 06''$  West, departing said south line and said survey line, at 352.12 feet pass an easterly corner of that certain Drainage Easement called 169.706 acres conveyed to the Fort Bend County Drainage District by an instrument of record in Volume 893, Page 219 of the Deed Records of said Fort Bend County (F.B.C.D.R.) and continuing in all a total of 3,210.98 feet to a point for corner, an angle point in the west line of said 68.111 acre tract;

Thence, North  $13^{\circ} 56' 50''$  West, 2,366.13 feet with the east line of said Drainage Easement and with a west line of said 68.111 acre tract to a point for corner;

Thence, North  $76^{\circ} 03' 10''$  East, departing said east and west lines, 100.02 feet to a point for corner on the east line of said 68.111 acre tract;

Thence, North  $13^{\circ} 56' 47''$  West, with said east line, 137.40 feet to a point for corner;

Thence, North  $17^{\circ} 54' 04''$  West, continuing with said east line, 69.07 feet to a point for corner;

Thence, North  $75^{\circ} 36' 27''$  East, departing said east line, 200.72 feet to a point for corner, the beginning of a curve;

Thence, 508.89 feet along the arc of a non-tangent curve to the left, having a radius of 1,226.87 feet, a central angle of  $23^{\circ} 45' 55''$  and a chord which bears North  $63^{\circ} 45' 20''$  East, 505.25 feet to a point for corner;

Thence, North  $52^{\circ} 25' 01''$  East, 14.97 feet to a point for corner, the beginning of a curve;

Thence, 38.08 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of  $87^{\circ} 15' 52''$  and a chord which bears South  $85^{\circ} 47' 54''$  East, 34.50 feet to a point for corner, the beginning of a reverse curve;

1300.346 Acres

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Thence, 658.19 feet along the arc of a tangent curve to the left, having a radius of 750.00 feet, a central angle of  $50^{\circ} 16' 56''$  and a chord which bears South  $67^{\circ} 18' 26''$  East, 637.27 feet to a point for corner;

Thence, North  $87^{\circ} 33' 09''$  East, 868.45 feet to a point for corner on the west line of the aforesaid 48.949 acre tract;

Thence, South  $19^{\circ} 57' 08''$  East, with said west line, 17.68 feet to a point for corner;

Thence, North  $87^{\circ} 19' 06''$  East, 209.44 feet to a point for corner on the east line of said 48.949 acre tract;

Thence, North  $19^{\circ} 57' 09''$  West, with said east line, 212.22 feet to a point for corner, the beginning of a curve;

Thence, 1,224.01 feet along the arc of a non-tangent curve to the left, having a radius of 2,006.80 feet, a central angle of  $34^{\circ} 56' 47''$  and a chord which bears North  $69^{\circ} 07' 24''$  East, 1,205.12 feet to a point for corner;

Thence, North  $50^{\circ} 16' 44''$  East, 617.76 feet to a point for corner, the beginning of a curve;

Thence, 296.79 feet along the arc of a non-tangent curve to the left, having a radius of 2,050.00 feet, a central angle of  $08^{\circ} 17' 42''$  and a chord which bears South  $40^{\circ} 07' 24''$  East, 296.53 feet to a point for corner;

Thence, North  $16^{\circ} 45' 29''$  East, 57.25 feet to a point for corner, the beginning of a curve;

Thence, 1,689.09 feet along the arc of a non-tangent curve to the left, having a radius of 2,000.00 feet, a central angle of  $48^{\circ} 23' 20''$  and a chord which bears South  $67^{\circ} 35' 03''$  East, 1,639.34 feet to a point for corner;

Thence, North  $88^{\circ} 13' 17''$  East, 2,962.33 feet to a point for corner;

Thence, North  $02^{\circ} 35' 49''$  East, 696.29 feet to a point for corner, the beginning of a curve;

Thence, 449.95 feet along the arc of a tangent curve to the right, having a radius of 1,750.00 feet, a central angle of  $14^{\circ} 43' 53''$  and a chord which bears North  $09^{\circ} 57' 45''$  East, 448.71 feet to a point for corner;

Thence, North  $17^{\circ} 19' 42''$  East, 256.45 feet to a point for corner, the beginning of a curve;

Thence, 419.77 feet along the arc of a tangent curve to the right, having a radius of 1,750.00 feet, a central angle of  $13^{\circ} 44' 36''$  and a chord which bears North  $24^{\circ} 12' 00''$  East, 418.76 feet to a point for corner;

Thence, North  $31^{\circ} 04' 18''$  East, 149.54 feet to a point for corner, the beginning of a curve;

Thence, 264.15 feet along the arc of a tangent curve to the left, having a radius of 1,100.00 feet, a central angle of  $13^{\circ} 45' 31''$  and a chord which bears North  $24^{\circ} 11' 33''$  East, 263.51 feet to a point for corner;

Thence, South  $72^{\circ} 41' 09''$  East, 30.00 feet to a point for corner, the beginning of a curve;

Thence, 225.46 feet along the arc of a non-tangent curve to the left, having a radius of 243.27 feet, a central angle of  $53^{\circ} 06' 02''$  and a chord which bears North  $81^{\circ} 30' 18''$  East, 217.48 feet to a point for corner;

Thence, South  $14^{\circ} 28' 39''$  East, 675.69 feet to a point for corner on the centerline of Oyster Creek;

Thence, downstream with the centerline of said Oyster Creek the following eleven (11) courses;

- 1) South  $68^{\circ} 14' 47''$  West, 19.31 feet to a point for corner;

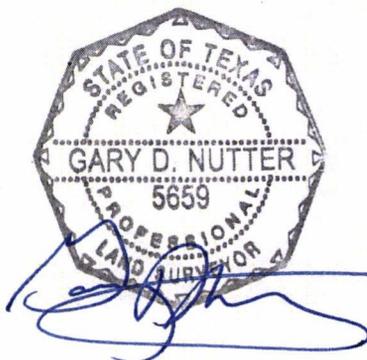
1300.346 Acres

July 10, 2015  
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- 2) South 65° 46' 22" West, 153.66 feet to a point for corner;
- 3) South 54° 39' 25" West, 113.88 feet to a point for corner;
- 4) South 33° 43' 15" West, 127.51 feet to a point for corner;
- 5) South 26° 03' 22" West, 62.26 feet to a point for corner;
- 6) South 07° 34' 37" West, 252.06 feet to a point for corner;
- 7) South 06° 24' 25" East, 172.40 feet to a point for corner;
- 8) South 19° 30' 40" East, 216.89 feet to a point for corner;
- 9) South 52° 08' 24" East, 72.39 feet to a point for corner;
- 10) South 36° 15' 44" East, 262.88 feet to a point for corner;
- 11) South 55° 41' 14" East, 501.72 feet to a point for corner;

Thence, South 14° 28' 40" East, departing said Oyster Creek, at 96.35 feet pass the northwest corner of the aforesaid 1035.486 acre tract and continuing in all a total of 5541.98 feet to the POINT OF BEGINNING and containing 1300.346 acres of land.

"This document, prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering, Inc.

DESCRIPTION OF  
1300.346 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 6

All that certain tract or parcel containing 1300.346 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of those certain tracts called 2808.323 acres (Described as Tract "A") and 287.208 acres (Described as Tract "B") conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2013153798 of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.) and all of that certain tract called 15.000 acres conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2015007138, F.B.C.O.P.R., and a portion of those certain tracts called 48.949 acres, 60.047 acres and 68.111 acres conveyed to Sienna Plantation Levee Improvement District by an instrument of record in File No. 9741281 of the Official Records of said Fort Bend County (F.B.C.O.R.), said 1300.346 acres of land being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at the southwesterly corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd. by an instrument of record in File No. 9537078, F.B.C.O.R., same being on the south line of said 68.111 acre tract and on the common survey line of said William Hall League and the William Pettus League, A-68 of said Fort Bend County;

Thence, South  $87^{\circ} 07' 40''$  West, 2,710.89 feet along the south line of said 68.111 acre tract and said common survey line to a point for corner;

Thence, South  $86^{\circ} 45' 43''$  West, 4,186.34 feet continuing with said south line and said survey line to a point for corner;

Thence, South  $86^{\circ} 51' 11''$  West, 2,545.09 feet continuing with said south line and said survey line to a point for corner;

1300.346 Acres

August 2, 2017  
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Thence, North  $23^{\circ} 51' 06''$  West, departing said south line and said survey line, at 352.12 feet pass an easterly corner of that certain Drainage Easement called 169.706 acres conveyed to the Fort Bend County Drainage District by an instrument of record in Volume 893, Page 219 of the Deed Records of said Fort Bend County (F.B.C.D.R.) and continuing in all a total of 3,210.98 feet to a point for corner, an angle point in the west line of said 68.111 acre tract;

Thence, North  $13^{\circ} 56' 50''$  West, 2,366.13 feet with the east line of said Drainage Easement and with a west line of said 68.111 acre tract to a point for corner;

Thence, North  $76^{\circ} 03' 10''$  East, departing said east and west lines, 100.02 feet to a point for corner on the east line of said 68.111 acre tract;

Thence, North  $13^{\circ} 56' 47''$  West, with said east line, 137.40 feet to a point for corner;

Thence, North  $17^{\circ} 54' 04''$  West, continuing with said east line, 69.07 feet to a point for corner;

Thence, North  $17^{\circ} 58' 48''$  West, continuing with said east line, 63.72 feet to a point for corner;

Thence, North  $72^{\circ} 03' 13''$  East, departing said east line, 559.53 feet to a point for corner;

Thence, South  $16^{\circ} 57' 34''$  East, 45.80 feet to a point for corner, the beginning of a curve;

Thence, 71.66 feet along the arc of a non-tangent curve to the left, having a radius of 1,226.87 feet, a central angle of  $03^{\circ} 20' 48''$  and a chord which bears North  $57^{\circ} 06' 30''$  East, 71.65 feet to a point for corner;

Thence, North  $73^{\circ} 02' 26''$  East, 126.96 feet to a point for corner, the beginning of a curve;

1300.346 Acres

August 2, 2017  
Job No. 1414-0200

Thence, 638.02 feet along the arc of a tangent curve to the left, having a radius of 750.00 feet, a central angle of  $48^{\circ} 44' 29''$  and a chord which bears South  $68^{\circ} 04' 39''$  East, 618.96 feet to a point for corner;

Thence, North  $87^{\circ} 33' 09''$  East, 868.45 feet to a point for corner on the west line of the aforesaid 48.949 acre tract;

Thence, South  $19^{\circ} 57' 08''$  East, with said west line, 17.68 feet to a point for corner;

Thence, North  $87^{\circ} 19' 06''$  East, 209.44 feet to a point for corner on the east line of said 48.949 acre tract;

Thence, North  $19^{\circ} 57' 09''$  West, with said east line, 212.22 feet to a point for corner, the beginning of a curve;

Thence, 1,224.01 feet along the arc of a non-tangent curve to the left, having a radius of 2,006.80 feet, a central angle of  $34^{\circ} 56' 47''$  and a chord which bears North  $69^{\circ} 07' 24''$  East, 1,205.12 feet to a point for corner;

Thence, North  $50^{\circ} 16' 44''$  East, 617.76 feet to a point for corner, the beginning of a curve;

Thence, 296.79 feet along the arc of a non-tangent curve to the left, having a radius of 2,050.00 feet, a central angle of  $08^{\circ} 17' 42''$  and a chord which bears South  $40^{\circ} 07' 24''$  East, 296.53 feet to a point for corner;

Thence, North  $16^{\circ} 45' 29''$  East, 57.25 feet to a point for corner, the beginning of a curve;

Thence, 1,689.09 feet along the arc of a non-tangent curve to the left, having a radius of 2,000.00 feet, a central angle of  $48^{\circ} 23' 20''$  and a chord which bears South  $67^{\circ} 35' 03''$  East, 1,639.34 feet to a point for corner;

Thence, North  $88^{\circ} 13' 17''$  East, 1624.14 feet to a point for corner;

1300.346 Acres

August 2, 2017  
Job No. 1414-0200

Thence, South  $01^{\circ} 46' 58''$  East, 31.63 feet to a point for corner;

Thence, North  $88^{\circ} 11' 37''$  East, 1173.07 feet to a point for corner;

Thence, North  $01^{\circ} 48' 23''$  West, 31.05 feet to a point for corner;

Thence, North  $88^{\circ} 13' 17''$  East, 165.14 feet to a point for corner;

Thence, North  $02^{\circ} 35' 49''$  East, 696.29 feet to a point for corner, the beginning of a curve;

Thence, 449.95 feet along the arc of a tangent curve to the right, having a radius of 1,750.00 feet, a central angle of  $14^{\circ} 43' 53''$  and a chord which bears North  $09^{\circ} 57' 45''$  East, 448.71 feet to a point for corner;

Thence, North  $17^{\circ} 19' 42''$  East, 256.45 feet to a point for corner, the beginning of a curve;

Thence, 419.77 feet along the arc of a tangent curve to the right, having a radius of 1,750.00 feet, a central angle of  $13^{\circ} 44' 36''$  and a chord which bears North  $24^{\circ} 12' 00''$  East, 418.76 feet to a point for corner;

Thence, North  $31^{\circ} 04' 18''$  East, 149.54 feet to a point for corner, the beginning of a curve;

Thence, 264.15 feet along the arc of a tangent curve to the left, having a radius of 1,100.00 feet, a central angle of  $13^{\circ} 45' 31''$  and a chord which bears North  $24^{\circ} 11' 33''$  East, 263.51 feet to a point for corner;

Thence, South  $72^{\circ} 41' 09''$  East, 30.00 feet to a point for corner, the beginning of a curve;

Thence, 225.46 feet along the arc of a non-tangent curve to the left, having a radius of 243.27 feet, a central angle of  $53^{\circ} 06' 02''$  and a chord which bears North  $81^{\circ} 30' 18''$  East, 217.48 feet to a point for corner;

1300.346 Acres

August 2, 2017  
Job No. 1414-0200

Thence, South 14° 28' 39" East, 675.69 feet to a point for corner on the centerline of Oyster Creek;

Thence, downstream with the centerline of said Oyster Creek the following eleven (11) courses;

- 1) South 68° 14' 47" West, 19.31 feet to a point for corner;
- 2) South 65° 46' 22" West, 153.66 feet to a point for corner;
- 3) South 54° 39' 25" West, 113.88 feet to a point for corner;
- 4) South 33° 43' 15" West, 127.51 feet to a point for corner;
- 5) South 26° 03' 22" West, 62.26 feet to a point for corner;
- 6) South 07° 34' 37" West, 252.06 feet to a point for corner;
- 7) South 06° 24' 25" East, 172.40 feet to a point for corner;
- 8) South 19° 30' 40" East, 216.89 feet to a point for corner;
- 9) South 52° 08' 24" East, 72.39 feet to a point for corner;
- 10) South 36° 15' 44" East, 262.88 feet to a point for corner;
- 11) South 55° 41' 14" East, 501.72 feet to a point for corner;

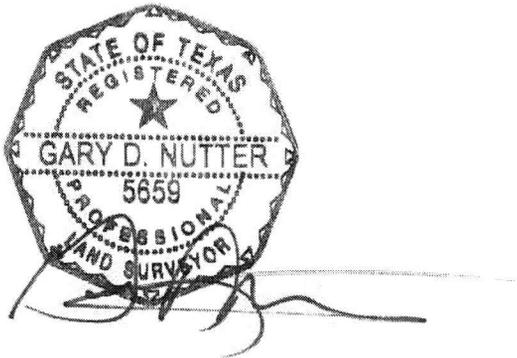
Thence, South 14° 28' 40" East, departing said Oyster Creek, at 96.35 feet pass the northwest corner of the aforesaid 1035.486 acre tract and continuing in all a total of 5541.98 feet to the POINT OF BEGINNING and containing 1300.346 acres of land.

1300.346 Acres

August 2, 2017  
Job No. 1414-0200

"This document, prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LJA Engineering, Inc.



August 2, 2017  
Job No. 1414-0200

DESCRIPTION OF  
1300.346 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 6

All that certain tract or parcel containing 1300.346 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of those certain tracts called 2808.323 acres (Described as Tract "A") and 287.208 acres (Described as Tract "B") conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2013153798 of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.) and all of that certain tract called 15.000 acres conveyed to Toll-GTIS Property Owner LLC by an instrument of record in File No. 2015007138, F.B.C.O.P.R., and a portion of those certain tracts called 48.949 acres, 60.047 acres and 68.111 acres conveyed to Sienna Plantation Levee Improvement District by an instrument of record in File No. 9741281 of the Official Records of said Fort Bend County (F.B.C.O.R.), said 1300.346 acres of land being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at the southwesterly corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd. by an instrument of record in File No. 9537078, F.B.C.O.R., same being on the south line of said 68.111 acre tract and on the common survey line of said William Hall League and the William Pettus League, A-68 of said Fort Bend County;

Thence, South  $87^{\circ} 07' 40''$  West, 2,710.89 feet along the south line of said 68.111 acre tract and said common survey line to a point for corner;

Thence, South  $86^{\circ} 45' 43''$  West, 4,186.34 feet continuing with said south line and said survey line to a point for corner;

Thence, South  $86^{\circ} 51' 11''$  West, 2,545.09 feet continuing with said south line and said survey line to a point for corner;

**EXHIBIT A**

July 30, 2008  
Job No. 1276-0806

**DESCRIPTION OF  
31.715 ACRES  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7  
DEANNEXATION TRACT**

All that certain tract or parcel containing 31.715 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

COMMENCING for reference at the northwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence with the north lines of said 1035.486 acre tract the following three (3) courses;

- 1) North 86° 20' 57" East, 524.66 feet to a point;
- 2) North 89° 14' 08" East, 1305.27 feet to a point;
- 3) North 85° 59' 39" East, 450.00 feet to the POINT OF BEGINNING of the herein described tract;

Thence North 04° 00' 21" West, 653.63 feet departing said north line to a point for corner;

Thence North 72° 30' 59" East, 572.50 feet to a point for corner;

Thence North 80° 20' 39" East, 485.54 feet to a point for corner;

Thence South 88° 06' 43" East, 302.65 feet to a point for corner;

31.715 Acres

July 30, 2008  
Job No. 1276-0806

Thence South 49° 43' 41" East, 941.03 feet to a point for corner;

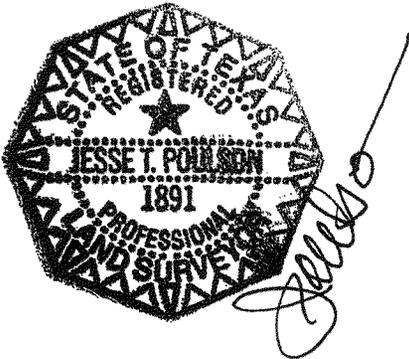
Thence South 35° 41' 13" East, 188.14 feet to a point for corner on a north line of the aforesaid 1035.486 acre tract;

Thence with the north lines of said 1035.486 acre tract the following three (3) courses;

- 1) South 82° 12' 39" West, 164.31 feet to a point for corner;
- 2) South 87° 22' 25" West, 1002.25 feet to a point for corner;
- 3) South 85° 59' 39" West, 947.60 feet to the POINT OF BEGINNING and containing 31.715 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LJA Engineering & Surveying, Inc.



January 28, 2005  
Job No. 9999-0067

DESCRIPTION OF  
782.598 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7

All that certain tract or parcel containing 782.598 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at the most easterly northeast corner of said 3,905.044 acre tract, said point being in the west right-of-way line of a 100.0 foot wide right-of-way (abandoned) conveyed to the Missouri Pacific Railroad Company;

Thence, with the east line of said 3,905.044 acre tract and said west right-of-way line the following eight (8) courses;

- 1) South 17° 29' 00" West, 2,692.80 feet to a point for corner;
- 2) South 16° 52' 10" West, 142.70 feet to a point for corner;
- 3) South 15° 50' 40" West, 200.90 feet to a point for corner;
- 4) South 14° 51' 50" West, 200.80 feet to a point for corner;
- 5) South 13° 56' 40" West, 200.80 feet to a point for corner;
- 6) South 13° 01' 50" West, 201.00 feet to a point for corner;
- 7) South 11° 46' 10" West, 200.90 feet to a point for corner;

- 8) South  $10^{\circ} 51' 30''$  West, 213.62 feet to a point for corner, the northeast corner of that certain tract called 1.5 acres conveyed to C. A. Carter by an instrument of record in Volume 56, Page 111, of the Deed Records of said Fort Bend County (F.B.C.D.R.);

Thence, North  $81^{\circ} 26' 07''$  West, 1,149.71 feet, with a south line of said 3,905.044 acre tract, with the north line of said 1.5 acre tract and with a north line of that certain tract called 41.0874 acres conveyed to J. Bute IV by an instrument of record in Volume 1895, Page 1299, of the F.B.C.O.R., to a point for corner, an easterly corner of said 3,905.044 acre tract and the northwest corner of said 41.0874 acre tract;

Thence, South  $08^{\circ} 33' 53''$  West, 754.24 feet, with an east line of said 3,905.044 acre tract and with the west line of said 41.0874 acre tract to a point for corner, the common east corner of said 3,905.044 acre tract and that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence, with the common line between said 3,905.044 acre tract and said 1,035.486 acre tract the following six (6) courses;

- 1) South  $79^{\circ} 37' 56''$  West, 824.81 feet to a point for corner;
- 2) South  $77^{\circ} 43' 08''$  West, 1,128.72 feet to a point for corner;
- 3) South  $78^{\circ} 03' 53''$  West, 1,524.11 feet to a point for corner;
- 4) South  $82^{\circ} 12' 39''$  West, 592.61 feet to a point for corner;
- 5) South  $87^{\circ} 22' 25''$  West, 1,002.25 feet to a point for corner;
- 6) South  $85^{\circ} 59' 39''$  West, 947.60 feet to a point for corner;

Thence, North  $04^{\circ} 00' 21''$  West, 926.02 feet departing said common line to a point for corner on the arc of a curve whose center bears South  $16^{\circ} 25' 04''$  East;

782.598 Acres

January 28, 2005  
Job No. 9999-0067

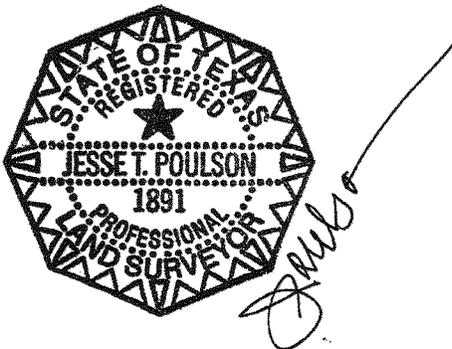
Thence, 1,848.72 feet along the arc of a non-tangent curve to the right having a central angle of  $08^{\circ} 49' 37''$ , a radius of 12,000.00 feet and a chord which bears North  $77^{\circ} 59' 44''$  East, 1,846.90 to a point for corner;

Thence North  $13^{\circ} 59' 17''$  West, 3755.56 feet to a point for corner on a north line of the aforesaid 3905.044 acre tract;

Thence with the north and east lines of said 3905.044 acre tract the following five (5) courses;

- 1) North  $86^{\circ} 57' 30''$  East, 1400.00 feet to a point for corner;
- 2) North  $03^{\circ} 20' 20''$  West, 1495.70 feet to a point for corner;
- 3) North  $87^{\circ} 04' 08''$  East, 2909.44 feet to a point for corner;
- 4) South  $03^{\circ} 07' 35''$  East, 1494.76 feet to a point for corner;
- 5) North  $86^{\circ} 41' 16''$  East, 3193.16 feet to the POINT OF BEGINNING and containing 782.598 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering & Surveying, Inc.

DESCRIPTION OF  
268.846 ACRES  
SIENNA PLANTATION M.U.D. NO. 7  
PROPOSED DEANNEXATION TRACT

All that certain tract or parcel containing 268.846 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

COMMENCING for reference at a southerly southeast corner of said 3905.044 acre tract, same being the southwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence North 14° 28' 40" West, with the common line between said 3905.044 acre and 1035.486 acre tracts, at 5445.63 feet pass a northerly southeast corner of said 3905.044 acre tract and the northwest corner of said 1035.486 acre tract and continue in all a total of 5541.98 feet to a point on the arc of a curve whose center bears South 27° 58' 24" East;

Thence 268.97 feet along the arc of a non-tangent curve to the right, having a central angle of 01° 17' 03", a radius of 12000.00 feet and a chord which bears North 62° 40' 07" East, 268.97 feet to a point in the centerline of Oyster Creek and the POINT OF BEGINNING of the herein described tract;

Thence upstream with the centerline of Oyster Creek, in a northerly direction, the following twenty four (24) courses:

- 1) North 78° 26' 36" West, 224.30 feet to a point for corner;

- 2) North 67° 18' 22" West, 270.10 feet to a point for corner;
- 3) North 48° 55' 04" West, 255.18 feet to a point for corner;
- 4) North 29° 10' 25" West, 263.47 feet to a point for corner;
- 5) North 02° 47' 06" East, 228.08 feet to a point for corner;
- 6) North 14° 00' 32" East, 152.59 feet to a point for corner;
- 7) North 32° 24' 57" East, 150.89 feet to a point for corner;
- 8) North 45° 41' 18" East, 242.40 feet to a point for corner;
- 9) North 53° 30' 01" East, 362.81 feet to a point for corner;
- 10) North 49° 37' 49" East, 225.88 feet to a point for corner;
- 11) North 44 ° 38' 13" East, 308.64 feet to a point for corner;
- 12) North 33° 55' 47" East, 336.51 feet to a point for corner;
- 13) North 28° 34' 21" East, 210.49 feet to a point for corner;
- 14) North 33° 35' 12" East, 471.42 feet to a point for corner;
- 15) North 36° 43' 07" East, 191.50 feet to a point for corner;
- 16) North 38° 13' 44" East, 376.50 feet to a point for corner;
- 17) North 29° 02' 49" East, 224.72 feet to a point for corner;
- 18) North 25° 52' 55" East, 260.93 feet to a point for corner;

- 19) North 17° 44' 51" East, 313.23 feet to a point for corner;
- 20) North 06° 03' 45" East, 285.61 feet to a point for corner;
- 21) North 09° 11' 02" West, 169.17 feet to a point for corner;
- 22) North 19° 29' 54" West, 272.64 feet to a point for corner;
- 23) North 40° 45' 22" West, 200.66 feet to a point for corner;
- 24) North 56° 18' 36" West, 54.76 feet to a point for corner on a north line of the aforesaid 3,905.044 acre tract;

Thence North 88° 28' 30" East, 103.02 feet with said north line to a point for corner;

Thence North 86° 57' 30" East, 1652.09 feet continuing said north line to a point for corner;

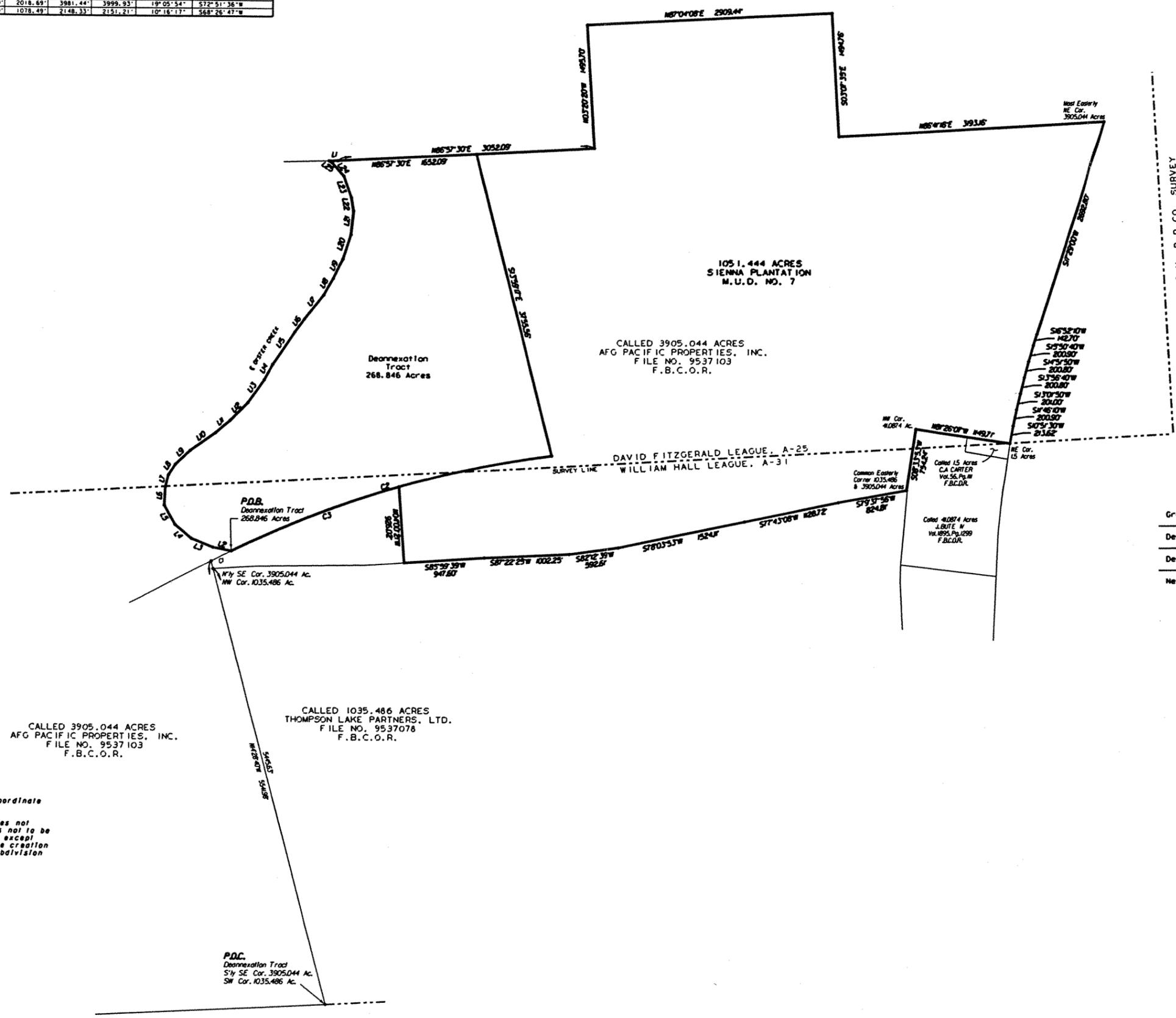
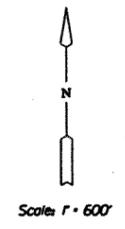
Thence South 13° 59' 17" East, 3755.56 feet departing said north line to a point for corner, the beginning of a curve whose center bears South 07° 35' 27" East;

Thence 3999.93 feet along the arc of a non-tangent curve to the left, having a central angle of 19° 05' 54", a radius of 12000.00 feet and a chord which bears South 72° 51' 36" West, 3981.44 feet to the POINT OF BEGINNING and containing 268.846 acres of land.

LJA Engineering & Surveying, Inc.

Line	Bearing	Distance
1	N88°28'30"E	103.02'
2	N78°26'36"W	224.30'
3	N67°18'22"W	270.10'
4	N48°55'04"W	255.18'
5	N29°10'25"W	263.47'
6	N02°47'06"E	228.08'
7	N14°00'32"E	152.59'
8	N32°24'57"E	150.89'
9	N45°41'18"E	242.40'
10	N53°30'01"E	362.81'
11	N49°37'49"E	225.88'
12	N44°38'13"E	308.64'
13	N33°55'47"E	336.51'
14	N28°34'21"E	210.49'
15	N33°55'12"E	471.42'
16	N36°43'07"E	191.50'
17	N38°13'44"E	376.50'
18	N29°02'49"E	224.72'
19	N25°52'55"E	260.93'
20	N17°44'51"E	313.23'
21	N06°03'45"E	285.51'
22	N09°11'02"W	169.17'
23	N19°29'54"W	272.64'
24	N40°45'22"W	200.66'
25	N58°18'36"W	54.76'

Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	12000.00'	134.49'	268.97'	268.97'	01°17'03"	N62°40'07"E
2	12000.00'	2018.69'	3981.44'	3999.93'	19°05'54"	S72°51'36"W
3	12000.00'	1078.49'	2148.33'	2151.21'	10°18'17"	S68°26'47"W



Gross Acreage	1051.444 Acres
Deannexation Tract	- 268.846 Acres
Deannexation Total	- 268.846 Acres
Net Acreage	782.598 Acres

**NOTES:**  
 1. All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.  
 2. This document, prepared under 22 TAC 1663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**DEANNEXATION MAP OF SIENNA PLANTATION M.U.D. NO. 7**  
**782.598 ACRES OF LAND**  
 IN THE DAVID FITZGERALD LEAGUE, ABSTRACT 25 AND THE WILLIAM HALL LEAGUE, ABSTRACT 31 FORT BEND COUNTY, TEXAS  
 JANUARY 2005 JOB NO. 9999-0067

**LJA Engineering & Surveying, Inc.**  
 2829 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042-3703  
 Phone 713.953.5200  
 Fax 713.953.5026

DESCRIPTION OF  
782.598 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7

All that certain tract or parcel containing 782.598 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at the most easterly northeast corner of said 3,905.044 acre tract, said point being in the west right-of-way line of a 100.0 foot wide right-of-way (abandoned) conveyed to the Missouri Pacific Railroad Company;

Thence, with the east line of said 3,905.044 acre tract and said west right-of-way line the following eight (8) courses;

- 1) South 17° 29' 00" West, 2,692.80 feet to a point for corner;
- 2) South 16° 52' 10" West, 142.70 feet to a point for corner;
- 3) South 15° 50' 40" West, 200.90 feet to a point for corner;
- 4) South 14° 51' 50" West, 200.80 feet to a point for corner;
- 5) South 13° 56' 40" West, 200.80 feet to a point for corner;
- 6) South 13° 01' 50" West, 201.00 feet to a point for corner;
- 7) South 11° 46' 10" West, 200.90 feet to a point for corner;

- 8) South  $10^{\circ} 51' 30''$  West, 213.62 feet to a point for corner, the northeast corner of that certain tract called 1.5 acres conveyed to C. A. Carter by an instrument of record in Volume 56, Page 111, of the Deed Records of said Fort Bend County (F.B.C.D.R.);

Thence, North  $81^{\circ} 26' 07''$  West, 1,149.71 feet, with a south line of said 3,905.044 acre tract, with the north line of said 1.5 acre tract and with a north line of that certain tract called 41.0874 acres conveyed to J. Bute IV by an instrument of record in Volume 1895, Page 1299, of the F.B.C.O.R., to a point for corner, an easterly corner of said 3,905.044 acre tract and the northwest corner of said 41.0874 acre tract;

Thence, South  $08^{\circ} 33' 53''$  West, 754.24 feet, with an east line of said 3,905.044 acre tract and with the west line of said 41.0874 acre tract to a point for corner, the common east corner of said 3,905.044 acre tract and that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence, with the common line between said 3,905.044 acre tract and said 1,035.486 acre tract the following six (6) courses;

- 1) South  $79^{\circ} 37' 56''$  West, 824.81 feet to a point for corner;
- 2) South  $77^{\circ} 43' 08''$  West, 1,128.72 feet to a point for corner;
- 3) South  $78^{\circ} 03' 53''$  West, 1,524.11 feet to a point for corner;
- 4) South  $82^{\circ} 12' 39''$  West, 592.61 feet to a point for corner;
- 5) South  $87^{\circ} 22' 25''$  West, 1,002.25 feet to a point for corner;
- 6) South  $85^{\circ} 59' 39''$  West, 947.60 feet to a point for corner;

Thence, North  $04^{\circ} 00' 21''$  West, 926.02 feet departing said common line to a point for corner on the arc of a curve whose center bears South  $16^{\circ} 25' 04''$  East;

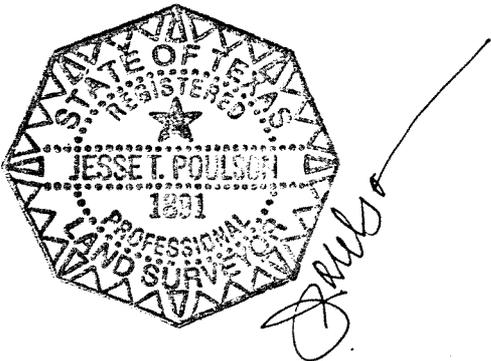
Thence, 1,848.72 feet along the arc of a non-tangent curve to the right having a central angle of  $08^{\circ} 49' 37''$ , a radius of 12,000.00 feet and a chord which bears North  $77^{\circ} 59' 44''$  East, 1,846.90 to a point for corner;

Thence North  $13^{\circ} 59' 17''$  West, 3755.56 feet to a point for corner on a north line of the aforesaid 3905.044 acre tract;

Thence with the north and east lines of said 3905.044 acre tract the following five (5) courses;

- 1) North  $86^{\circ} 57' 30''$  East, 1400.00 feet to a point for corner;
- 2) North  $03^{\circ} 20' 20''$  West, 1495.70 feet to a point for corner;
- 3) North  $87^{\circ} 04' 08''$  East, 2909.44 feet to a point for corner;
- 4) South  $03^{\circ} 07' 35''$  East, 1494.76 feet to a point for corner;
- 5) North  $86^{\circ} 41' 16''$  East, 3193.16 feet to the POINT OF BEGINNING and containing 782.598 acres of land.

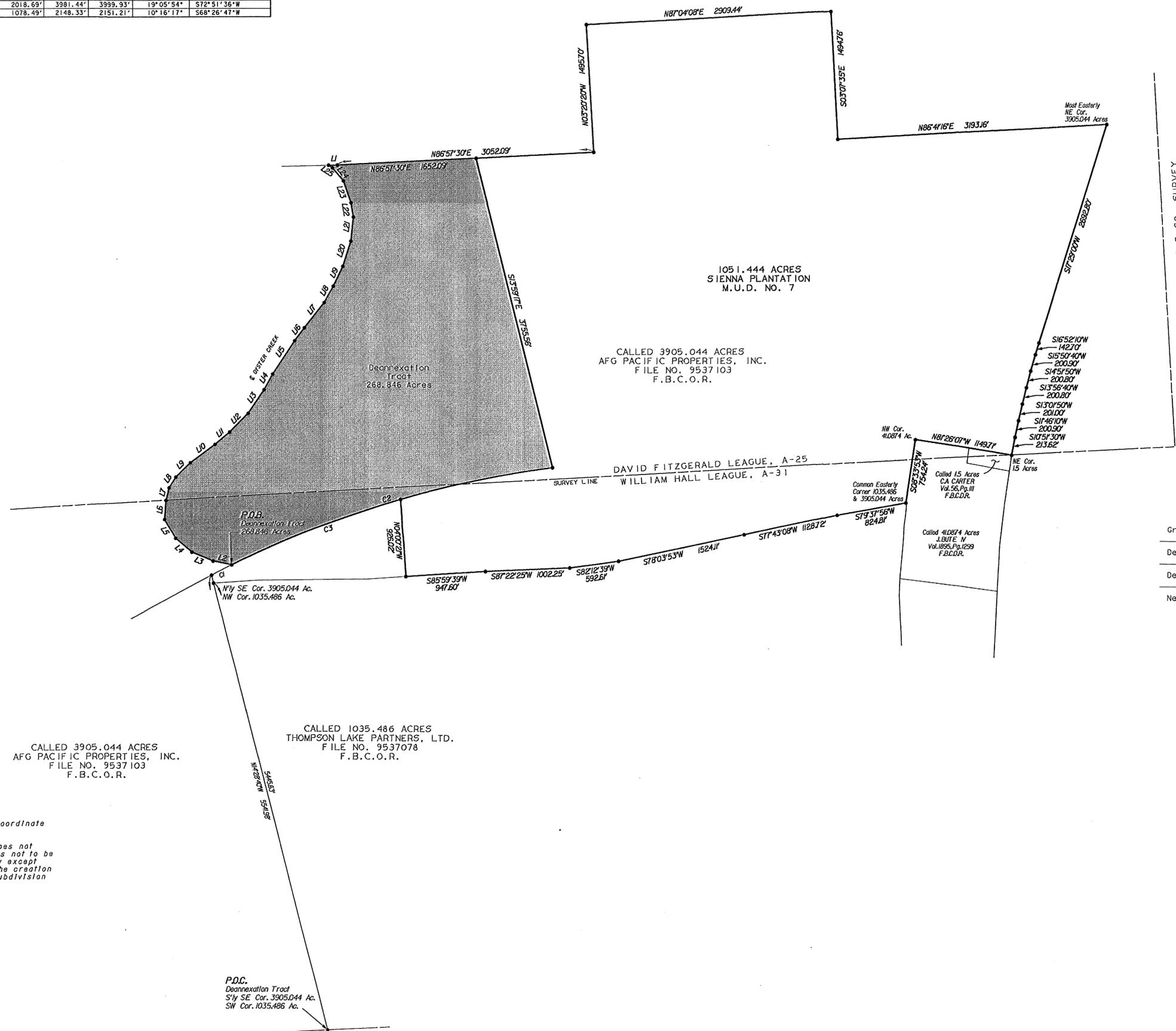
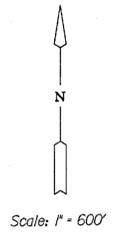
"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering & Surveying, Inc.

Line	Bearing	Distance
1	N88°28'30"E	103.02'
2	N78°26'36"W	224.30'
3	N67°18'22"W	270.10'
4	N48°55'04"W	255.18'
5	N29°10'25"W	283.47'
6	N02°47'06"E	228.08'
7	N14°00'32"E	152.59'
8	N32°24'57"E	150.89'
9	N45°41'18"E	242.40'
10	N53°30'01"E	362.81'
11	N49°37'49"E	225.88'
12	N44°38'13"E	308.64'
13	N33°55'47"E	336.51'
14	N28°34'21"E	210.49'
15	N33°35'12"E	471.42'
16	N36°43'07"E	191.50'
17	N38°13'44"E	376.50'
18	N29°02'49"E	224.72'
19	N25°52'55"E	260.93'
20	N17°44'51"E	313.23'
21	N06°03'45"E	285.61'
22	N09°11'02"W	169.17'
23	N19°29'54"W	272.64'
24	N40°45'22"W	200.66'
25	N56°18'36"W	54.76'

Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	12000.00'	134.49'	268.97'	268.97'	01°17'03"	N62°40'07"E
2	12000.00'	2018.69'	3981.44'	3999.93'	19°05'54"	S72°51'36"W
3	12000.00'	1078.49'	2148.33'	2151.21'	10°16'17"	S68°26'47"W



ACREAGE SUMMARY

Gross Acreage	1051.444 Acres
Deannexation Tract	- 268.846 Acres
Deannexation Total	- 268.846 Acres - 268.846 Acres
Net Acreage	782.598 Acres

**NOTES:**

- All bearings referenced to the Texas State Plane Coordinate System, South Central Zone.
- This document, prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DEANNEXATION MAP  
OF  
SIENNA PLANTATION  
M. U. D. NO. 7  
782.598 ACRES OF LAND  
IN THE  
DAVID FITZGERALD LEAGUE, ABSTRACT 25  
AND THE WILLIAM HALL LEAGUE, ABSTRACT 31  
FORT BEND COUNTY, TEXAS  
JANUARY 2005 JOB NO. 9999-0067

# EXHIBIT A

July 30, 2008  
Job No. 1276-0806

## DESCRIPTION OF 1028.840 ACRES REVISED BOUNDARY OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7

All that certain tract or parcel containing 1028.840 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at the most easterly northeast corner of said 3,905.044 acre tract, said point being in the west right-of-way line of a 100.0 foot wide right-of-way (abandoned) conveyed to the Missouri Pacific Railroad Company;

Thence, with the east line of said 3,905.044 acre tract and said west right-of-way line the following eight (8) courses;

- 1) South 17° 29' 00" West, 2,692.80 feet to a point for corner;
- 2) South 16° 52' 10" West, 142.70 feet to a point for corner;
- 3) South 15° 50' 40" West, 200.90 feet to a point for corner;
- 4) South 14° 51' 50" West, 200.80 feet to a point for corner;
- 5) South 13° 56' 40" West, 200.80 feet to a point for corner;
- 6) South 13° 01' 50" West, 201.00 feet to a point for corner;
- 7) South 11° 46' 10" West, 200.90 feet to a point for corner;

- 8) South 10° 51' 30" West, 213.62 feet to a point for corner, the northeast corner of that certain tract called 1.5 acres conveyed to C. A. Carter by an instrument of record in Volume 56, Page 111, of the Deed Records of said Fort Bend County (F.B.C.D.R.);

Thence, North 81° 26' 07" West, 1,149.71 feet, with a south line of said 3,905.044 acre tract, with the north line of said 1.5 acre tract and with a north line of that certain tract called 41.0874 acres conveyed to J. Bute IV by an instrument of record in Volume 1895, Page 1299, of the F.B.C.O.R., to a point for corner, an easterly corner of said 3,905.044 acre tract and the northwest corner of said 41.0874 acre tract;

Thence, South 08° 33' 53" West, 754.24 feet, with an east line of said 3,905.044 acre tract and with the west line of said 41.0874 acre tract to a point for corner, the common east corner of said 3,905.044 acre tract and that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence, with the common line between said 3,905.044 acre tract and said 1,035.486 acre tract the following four (4) courses;

- 1) South 79° 37' 56" West, 824.81 feet to a point for corner;
- 2) South 77° 43' 08" West, 1,128.72 feet to a point for corner;
- 3) South 78° 03' 53" West, 1,524.11 feet to a point for corner;
- 4) South 82° 12' 39" West, 428.30 feet to a point for corner;

Thence North 35° 41' 13" West, 188.14 feet departing said common line to a point for corner;

Thence North 49° 43' 41" West, 941.03 feet to a point for corner;

Thence North 86° 06' 43" West, 302.65 feet to a point for corner;

Thence South  $80^{\circ} 20' 39''$  West, 485.54 feet to a point for corner;

Thence South  $72^{\circ} 30' 59''$  West, 572.50 feet to a point for corner;

Thence North  $04^{\circ} 00' 21''$  West, 272.38 feet to a point for corner on the arc of a curve whose center bears South  $16' 25' 04''$  East;

Thence 2420.18 feet along the arc of a curve to the left, having a central angle of  $11^{\circ} 33' 20''$ , a radius of 12,000.00 feet and a chord which bears South  $67^{\circ} 48' 16''$  West, 2416.08 feet to a point for corner on the centerline of Oyster Creek;

Thence upstream with the centerline of Oyster Creek the following eighteen (18) courses;

- 1) North  $55^{\circ} 41' 14''$  West, 501.72 feet to a point for corner;
- 2) North  $36^{\circ} 15' 44''$  West, 262.88 feet to a point for corner;
- 3) North  $52^{\circ} 08' 24''$  West, 72.39 feet to a point for corner;
- 4) North  $19^{\circ} 30' 40''$  West, 216.89 feet to a point for corner;
- 5) North  $06^{\circ} 24' 25''$  West, 172.40 feet to a point for corner;
- 6) North  $07^{\circ} 34' 37''$  East, 252.06 feet to a point for corner;
- 7) North  $26^{\circ} 03' 22''$  East, 62.26 feet to a point for corner;
- 8) North  $33^{\circ} 43' 15''$  East, 127.51 feet to a point for corner;
- 9) North  $54^{\circ} 39' 25''$  East, 113.88 feet to a point for corner;

- 10) North 65° 46' 22" East, 153.66 feet to a point for corner;
- 11) North 68° 14' 47" East, 312.51 feet to a point for corner;
- 12) North 60° 04' 22" East, 582.99 feet to a point for corner;
- 13) North 29° 54' 21" East, 1173.39 feet to a point for corner;
- 14) North 35° 15' 23" East, 944.40 feet to a point for corner;
- 15) North 07° 45' 55" East, 442.83 feet to a point for corner;
- 16) North 07° 14' 13" West, 422.19 feet to a point for corner;
- 17) North 38° 00' 22" West, 318.50 feet to a point for corner;
- 18) North 69° 34' 06" West, 244.10 feet to a point for corner on a north line of the aforesaid 3905.044 acre tract;

Thence with the north and east lines of said 3905.044 acre tract the following six (6) courses;

- 1) North 88° 28' 29" East, 333.00 feet to a point for corner;
- 2) North 86° 57' 30" East, 3052.09 feet to a point for corner;
- 3) North 03° 20' 20" West, 1495.70 feet to a point for corner;
- 4) North 87° 04' 08" East, 2909.44 feet to a point for corner;
- 5) South 03° 07' 35" East, 1494.76 feet to a point for corner;

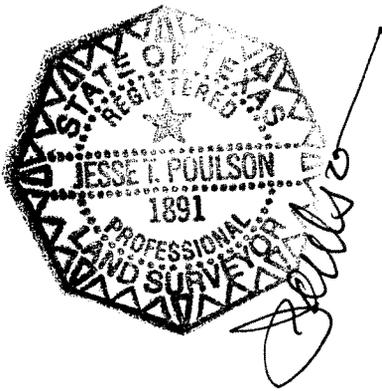
1028.840 Acres

July 30, 2008  
Job No. 1276-0806

- 6) North 86° 41' 16" East, 3193.16 feet to the POINT OF BEGINNING and containing 1028.840 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LJA Engineering & Surveying, Inc.



from the territory to be annexed as fully as if such area was specifically described and excluded and excepted herein.

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

## FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (the "Agreement") is entered in ~~this 21<sup>st</sup>~~ 19<sup>th</sup> day of March, 2001, by and between the City of Missouri City, Texas (the "City") and Sienna Plantation Municipal Utility District No. 1, a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

### RECITALS

Sienna Plantation Municipal Utility District No. 1 (the "District") is located within the master-planned community of Sienna Plantation. The District is in proximity to the City, is outside its corporate limits but within its extraterritorial jurisdiction.

The Board of Directors of the District has determined that the City can provide the most reliable and prompt fire protection services to its residents. The Board of Directors also believes that it is the best interest of the residents to obtain a binding contractual agreement with the City for fire protection pursuant to Section 49.351(e) of the Texas Water Code.

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

#### Section 1. Fire Protection Services.

(a) During the term of this Agreement, the City will provide to the District fire protection services to persons, buildings, and property located within the boundaries of the District, as shown in Exhibit A, attached to and incorporated into this Agreement by reference and including all land properly annexed into the District hereafter. The City will provide fire protection services to the District in the same manner and with the same standard of care as it would to those residences and structures in the City limits. In this Agreement, "fire protection services" means all fire suppression and rescue services regularly provided by the City of Missouri City Fire and Rescue Services Department to persons and property located within its corporate limits on the effective date of this Agreement, except for the following: fire inspections of buildings and properties, code enforcement services other than as provided in the Sienna Plantation Joint Development Agreement (City Ordinance No. O-96-05), as amended, (the "Development Agreement") and arson investigations.

(b) The parties acknowledge that the City must also respond to requests for fire protection services in the corporate limits of the City and that the City has contracts to provide fire prevention services to other entities. In providing fire protection services to the District, the City will follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement and without liability to the District or its occupants or residents, to determine:

- (1) Whether fire protection services are needed in a particular case;

## Exhibit "B"

- (2) Whether and when personnel or equipment are available to respond to a request for fire protection services;
- (3) The order in which to respond to requests for fire protection services; and
- (4) The time in which to respond to a request for fire protection services.

(c) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of fire protection services to its residents is to make monthly payments as described below.

### Section 2. Facilities and Equipment.

(a) As of the date of this Agreement, the City has four existing fire stations. The City currently owns three pumpers (engines that carry water hoses), one quint (aerial/pumper vehicle) and other necessary equipment for the operation of its stations and trucks. In providing fire protection services to the District, the City shall be solely responsible for the operation and maintenance of its facilities and equipment.

(b) This Agreement shall not obligate the City to construct or keep any fire stations, fire trucks, fire equipment or fire personnel within the District or to designate, reserve, or devote all or part of the City's Fire Department's trucks, equipment, or personnel exclusively to or for the use of the District in carrying out this Agreement, but the City will use its best efforts to comply with State standards regarding fire suppression. The City agrees to provide all additional personal property not already provided for by the Developer or Sienna Plantation Municipal Utility District No. 1 as set forth in the Development Agreement, related to providing services as set forth in this Agreement. The City agrees to provide staffing and to provide for all other operational needs and costs pertaining to fire protection services within the District.

(c) Pursuant to the Development Agreement, Sienna Plantation Municipal Utility District No. 1 or the Developer is required to begin construction of a new fire station and related appurtenances when the number of dwelling units in Sienna Plantation reach 3,000 and must complete construction within 1 year. Upon completion of the fire station and equipping thereof, the City agrees:

- (1) that it will accept the dedication of the fire station and related equipment and commence to staff, equip and operate the fire station to the same standards as the City's other fire stations, provided the City has annexed one Sienna municipal utility district; or
- (2) if the City has not annexed a Sienna municipal utility district by the time the fire station is complete, the City will commence to staff, equip and operate the fire station to the same standards as the City's other fire stations pursuant to a contract to be entered into with Sienna Plantation Municipal Utility District No. 1, and thereafter upon the City's annexation of the first Sienna municipal utility district, the City will accept the dedication of the fire station

## Exhibit "B"

and related equipment and continue to staff, equip and operate the fire station to the same standards as the City's other fire stations.

(d) The District intends to ask Fort Bend County to provide an EMS Ambulance (the "Ambulance") to be operated by Fort Bend County from the Station. The City will allow the Ambulance, Ambulance personnel and related equipment to make use of and operate from the Station. The City shall have no responsibility for the cost or expense to purchase, equip, operate, or maintain the Ambulance.

(e) The parties acknowledge that in conducting fire suppression efforts on property located in the District, the City will use the fire hydrants, connections, and water supply and distribution systems ("water distribution system"), available in the District, but the City shall not be responsible for providing for, constructing, inspecting, maintaining, or repairing any part of the water distribution system in the District and the City shall not be liable to the District or any District occupant or resident for any deficiency or malfunction of the water distribution system located in the District.

(f) The District makes no representations and assumes no responsibility for the type, quality, or sufficiency or qualifications of the City's fire protection service equipment used to serve the District.

Section 3. Employees. The City shall provide employees who meet minimum state qualifications to perform the fire protection services required by this Agreement. The District assumes no responsibility for the actions of the City's employees in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the sufficiency or qualifications of the City's employees.

### Section 4. Payment for Fire Protection Services.

(a) Monthly Fee. In consideration of the City providing fire protection services, the District agrees to make monthly payments to the City as follows:

- (1) Residential Properties. The District shall pay to the City a monthly charge of \$7.00 for each residential unit in the District that is connected to the public water supply system on or before the twentieth (20th) day of the immediately preceding month. A residential unit shall mean any building or part of a building designed for permanent occupancy by one family. (A detached single family residential is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit.)
- (2) Nonresidential Properties. The District will also pay the City a monthly charge equal to \$7.00 per 2,000 square feet or part thereof of building floor area for every "improved nonresidential property" that is connected to the public water supply system on or before the twentieth (20th) day of the immediately preceding month. "Improved nonresidential property" means

## Exhibit "B"

any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Fort Bend County Appraisal District.

(b) Annual Adjustment. The above-quoted monthly charges will remain effective for a period of one year from the effective date of this Agreement. Beginning one year after the effective date and on each annual anniversary date thereafter, the monthly charge will be adjusted by 100% of the increase or decrease, if any, between the most recently published CPI and the CPI for the preceding calendar year, but the monthly charge for residential and non-residential properties shall never be less than the charge established for the first year of this Agreement.

"CPI" as used herein shall mean the revised Consumer Price Index for All Urban Consumers (CPI-U), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982-1984 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

(c) Delinquent Payments. The first monthly payment shall be due on or before the first day of the month following the month this Agreement becomes effective, as specified in Section 6. Thereafter, all monthly payments shall be due on or before the first day of each month. All monthly payments shall be paid by the District to the City without notice or demand at the offices of the City, unless the District is notified otherwise. All or part of any monthly payment paid by the District after the fifteenth day of the month is delinquent and shall include an additional monetary penalty equal to five percent (5%) of the delinquent amount, or the maximum lawful rate of interest permitted by law, if less than five percent (5%).

(d) Cost Adjustment. If the City is operating the fire station pursuant to Section 2(c)(2) of this agreement, and if after the 365th day following the completion of the Sienna fire station, the City demonstrates that the monthly fees (as adjusted pursuant to Section 4(b), above) received from Sienna MUDs 1-7 are less than the City's actual costs of providing fire protection service under this Agreement, the City may request an increase in the monthly fee necessary to cover the actual costs of fire protection services, which must be approved by the District. The District agrees to negotiate in good faith to determine the amount of the increase request by the City. However, the District must approve such request if the City demonstrates the proposed rate is comparable to the City's cost per unit served within the City for fire protection services.

Section 5. Fire Plan. The parties recognize that before this Agreement becomes effective, the District must develop a fire plan in accordance with Section 49.351, Texas Water Code, and the rules of the Texas Natural Resource Conservation Commission (the "TNRCC"), hold a hearing on the plan in the District, submit the plan to the TNRCC for its approval, call an election in the District and obtain voter approval of the plan. The District will use its best efforts to develop and obtain TNRCC and voter approval of a fire plan in accordance with the terms of this Agreement.

Exhibit "B"

Section 6. Term and Termination. This Agreement will be in full force and effect upon the first day of the month following the adoption of an order of the District declaring the results of the election required as specified in Section 5 hereof, but only if said election results in favor of a fire plan as approved by the TNRCC, and the District declares the results thereof within one year of the date this Agreement is approved by both parties. Once effective, the Agreement will continue in effect for thirty (30) years (the Initial Term) or until annexation by the City, whichever occurs first. After the end of the Initial Term, this Agreement shall automatically renew thereafter for successive one year terms, provided however, either party may terminate this Agreement by giving written notice to the other at least one year prior to the date of termination.

Section 7. Default. Either party may declare a default hereunder if either party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have thirty days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of 30 days, performance shall commence within 30 days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 8. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Agreement. The parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen days written notice to the other party.

Section 9. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other 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 10. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 11. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

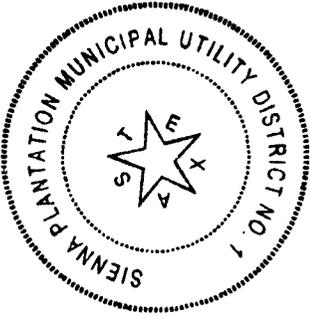
Section 12. Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the parties to this Agreement or to impose any duty upon the City or the District toward any person or entity not a party hereto.

Exhibit "B"

Section 13. Liability. The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for fire protection services under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the City has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of providing fire protection services under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of the date specified in Section 6 hereof.

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 1



By: Glen A. Hefner  
Glen A. Hefner  
President, Board of Directors

Address: Vinson & Elkins L.L.P.  
1001 Fannin  
2300 First City Tower  
Houston, Texas 77002-6760  
Attn: Joe B. Allen

ATTEST:

Robbie Bates  
Robbie Bates  
Secretary, Board of Directors

CITY OF MISSOURI CITY

By: Joe Thurmond

Address: James Thurmond, City Manager  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77459

ATTEST:

Patricia Fogarty  
City Secretary



**EXHIBIT A**

September 6, 1996  
Job No. 66684.034

**DESCRIPTION OF  
29.117 ACRES  
REVISED SIENNA PLANTATION FRESH WATER SUPPLY DISTRICT  
OF FORT BEND COUNTY, TEXAS**

All that certain tract or parcel containing 29.117 acres of land in the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record under Clerk's File No. 9537103 of the Official Records of Fort Bend County, Texas, (F.B.C.O.R.), and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone;

BEGINNING at an angle point in a south line of said 3,905.044 acre tract, same being the northwest corner of a called 1,035.486 acre tract conveyed to Thompson Lake Partners, Ltd., by an instrument of record under Clerk's File No. 9537078 F.B.C.O.R.;

Thence, North 14° 28' 40" West, 96.35 feet to a point for corner on the arc of a curve whose center bears South 27° 58' 24" East;

Thence, 2420.18 feet along the arc of a curve to the right having a central angle of 11° 33' 20", a radius of 12,000.00 feet, and a chord which bears North 67° 48' 16" East, 2416.08 feet to a point for corner;

Thence, South 04° 00' 21" East, 926.02 feet, to a point for corner on the northerly line of the aforesaid 1035.486 acre tract and on a southerly line of the aforesaid 3,905.044 acre tract;

Thence, with the common line between said 1,035.486 acre and said 3,905.044 acre tract the following three (3) courses:

- 1) South 85° 59' 39" West, 450.00 feet to a point for corner;
- 2) South 89° 14' 08" West, 1,305.27 feet to a point for corner;
- 3) South 86° 20' 57" West, 524.66 feet to the POINT OF BEGINNING and containing 29.117 acres of land.

LJA Land Development Engineering & Surveying, Inc.

Return: Vinson & Elkins  
Ayse A. Tasdemir  
1001 Fannin #2700  
T. 770026760

## Exhibit "B"

### **Section 7.02 Annexation/Disannexation by District.**

This Agreement applies to all land located within the District which is located in Sienna. In the event land is annexed or disannexed by the District, the terms and conditions set forth in this Agreement shall continue to apply to the District as it may be newly configured.

### **Section 7.03 Time.**

Time is of the essence in all things pertaining to the performance of this Agreement.

### **Section 7.04 Severability.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected.

### **Section 7.05 Waiver.**

Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

### **Section 7.06 Applicable Law and Venue.**

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

### **Section 7.07 Reservation of Rights.**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

## Exhibit "B"

### **Section 7.08 Further Documents.**

The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

### **Section 7.09 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.

### **Section 7.10 Effect of State and Federal Laws.**

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City Ordinances or rules implementing such statutes or regulations, and such compliance with City Ordinances or rules shall not be deemed a breach or default under this Agreement.

### **Section 7.11 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 Ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

**SIGNATURE PAGES FOLLOW**

Exhibit "B"

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 19th day of March, 2001, to be effective on the Effective Date defined herein.

CITY OF MISSOURI CITY, TEXAS

By: Jerry Watt  
Mayor pro Tem

ATTEST:

Patrice Fogarty  
City Secretary



(SEAL)

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

The foregoing instrument was acknowledged before me on the 19th day of March, 2001 by ~~John Owen~~ Jerry Watt and Patrice Fogarty, Mayor ~~and~~ pro Tem and City Secretary, respectively, of the City of Missouri City, Texas, on behalf of said municipality.

Juanita Cruz  
NOTARY PUBLIC

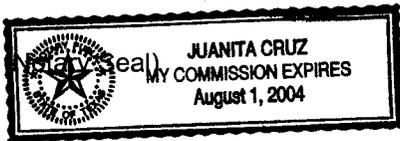


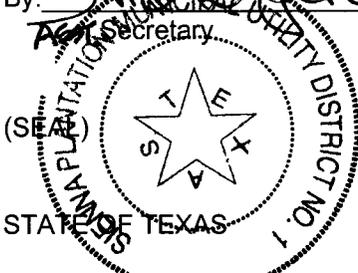
Exhibit "B"

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 28th day of SEPTEMBER, 2000, to be effective on the Effective Date defined herein.

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 1

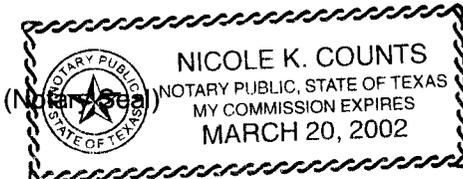
By Glen A. Hefner  
President, Board of Directors

ATTEST:

By [Signature]  
Secretary  
  
STATE OF TEXAS  
COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me on the 28th day of SEPTEMBER, 2000 by Glen A. Hefner and Robbie Bates, President and Secretary, respectively, of the Sienna Plantation Municipal Utility District No. 1, on behalf of said political subdivision.

[Signature]  
NOTARY PUBLIC

  
NICOLE K. COUNTS  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES  
MARCH 20, 2002

**ORDINANCE NO. O-06-46**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS AND SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 1 FOR THE FIRST SUPPLEMENT TO FIRE PROTECTION AGREEMENT.

\* \* \* \* \*

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

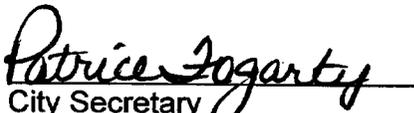
Section 1. That the Mayor of the City of Missouri City, Texas, be, and he is hereby, authorized to execute for and on behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest an agreement titled First Supplement to Fire Protection Agreement by and between the City of Missouri City and Sienna Plantation Municipal Utility District No. 1. A copy of such agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED on first reading this 18<sup>th</sup> day of September, 2006.

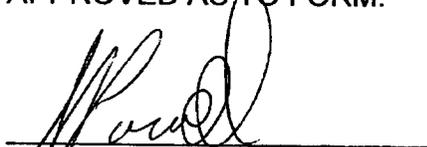
2<sup>nd</sup> PASSED, APPROVED and ADOPTED on second and final reading this day of October, 2006.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

FIRST SUPPLEMENT TO FIRE PROTECTION AGREEMENT BY AND  
BETWEEN THE CITY OF MISSOURI CITY AND SIENNA PLANTATION  
MUNICIPAL UTILITY DISTRICT NO. 1

This First Supplement is made and entered into as of the 2<sup>nd</sup>  
day of October, 2006, by and between the City of Missouri City, Texas (the "City")  
and Sienna Plantation Municipal Utility District No. 1, a conservation and  
reclamation district created pursuant to Article XVI, Section 59 of the Texas  
Constitution (the "District").

RECITALS

WHEREAS, the District is located within the extraterritorial jurisdiction of  
the City in the master planned community known as Sienna Plantation;

WHEREAS, the District serves as the "Master District" providing regional  
services to the other municipal utility districts located within Sienna Plantation;  
and

WHEREAS, the City and the District entered into that certain Fire  
Protection Agreement dated March 19, 2001 (the "Agreement"); and

WHEREAS, the parties desire to supplement the Agreement by entering  
into this First Supplement to Fire Protection Agreement by and between the City  
of Missouri City and Sienna Plantation Municipal Utility District No. 1 ("First  
Supplement") to allow the City to be responsible for the design and construction  
of Fire Station No. 5 (the "Station");

NOW, THEREFORE the District and the City hereby covenant and agree  
as follows:

AGREEMENT

Section 1. Design of Fire Station No. 5. Within 60 days of the execution of  
this First Supplement, the District will deposit with the City the sum of \$130,000,  
which amount represents the estimated lump sum contract amount for the design  
phase services for the Station, plus a 15% contingency.

Upon receipt of these funds, the City agrees to enter into good faith  
negotiations with Studio 8 Architects for the design of the Station, and to contract  
with it or some other equally competent architectural design firm. The City  
agrees to be responsible for the administration of such architect's contract. The  
scope of the design services shall include the design of a fire station and  
equipment substantially similar to City Fire Station No. 4 (the "Base Design").  
The City may elect, in its sole discretion, to design a Fire Station with additional  
components not found in the design of Fire Station No. 4 (the "Additional

Facilities"). The City will bear all costs associated with the design of the Additional Facilities. A listing of what the Basic Design and Related Equipment entails, including a fire truck, is attached hereto as Exhibit "A" and made a part hereof. The City represents and warrants that the items contained in Exhibit "A" are substantially the same items that are located at City Fire Station No. 4.

Section 2. Site Acquisition. Upon request from the City, the District will acquire from Sienna/Johnson Development, L.P. a minimum one-acre site located generally in the area shown on Exhibit A for the location of the Station and will convey title to such site at no cost to the City. The exact location of the site must be approved by the City, which approval will not be unreasonably withheld and will be based upon the results of soil testing as to suitability of the site. The City may acquire a site larger than one acre, in its sole discretion, and the District will use its best efforts to assist the City in the acquisition of the additional acreage. To the extent practical, construction of the Station will conform to the architectural requirements of Sienna Plantation.

Section 3. Construction of the Station and Operations Agreement. The parties acknowledge that it is unlikely that the City will have annexed a Sienna Plantation municipal utility district by the time the construction of the Station is completed. Therefore, upon the completion of the Station design, the District and the City will commence negotiations for an Operations Agreement as contemplated by Section 2(c)(2) of the Agreement. Prior to approval of the Operations Agreement, the District and the City will hold a public information hearing in Sienna Plantation to provide information to the residents of Sienna Plantation as to the Station design, location, construction cost, annual operating costs, service levels, staffing and other benefits. Both parties agree that the City shall not be obligated to commence construction of the Station until the Operations Agreement is in place, and that any current contractual obligations that are in conflict with this provision are hereby waived.

Section 4. Equipment Acquisition. The District will advance the City the funds necessary to pay for the acquisition of a fire truck comparable to the fire truck currently stationed at Fire Station No. 4 and the Related Equipment within 45 days of written request from the City. Provided, however, the City may not request the District to advance the funds for the fire truck and Related Equipment until after the City has awarded the contract for the construction of the Station.

Section 5. Construction of the Station. Both parties agree that the timing of the construction of the Station shall be in accordance with the terms and conditions set forth in this First Supplement, and that same replaces all other prior agreements as to when the Station is to be constructed. Upon the execution of an Operating Agreement between the City and the District as set forth in Section 3 above, the City shall take competitive proposals for the construction of the Station. The City shall be required to award the contract for the construction of the Station to whichever entity it determines is the lowest and

best bidder and after obtaining approval from the District, which approval shall not be unreasonably withheld. The City will provide a detailed construction schedule and periodic reports on the status of the construction of the Station to the District. The City will provide the District with notice of the final inspection of the Station and allow the District to inspect the Station prior to final acceptance.

The District will advance to the City an amount equal to estimated cost of the Station as set forth in Exhibit "A" less the amount of funds previously advanced for the design, pursuant to other provisions of this First Supplement within 45 days of the date the City selects the construction contractor and requests funds from the District. The City acknowledges that the source of a portion of the funds to be paid by the District to the City will come from developers within the District. If the developers fail to timely advance the necessary funds to the District, the City and the District agree to use their best efforts to pursue all remedies that either party may have against the developers to collect such funds, but in no event shall such delay in payment from the developers to the District constitute a basis for delaying District's obligations to pay City hereunder.

Section 6. Construction of Additional Facilities. The City shall have the right, in its sole discretion, to construct Additional Facilities at the Station. The City will be solely responsible for the cost associated with the Additional Facilities and will prepare all bid and construction documents so that the costs associated with the Additional Facilities are easily identifiable from the documents.

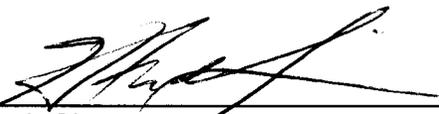
Section 7. Final Accounting. Upon completion of the Station, the City will provide the District with a final accounting of the design, fire truck acquisition, Related Equipment, and construction costs for the Station. The City shall reimburse any overpayment of funds advanced by the District to the City. Likewise, the District agrees to make such additional payment to the City in the amount that the actual cost of the Station, fire truck and Related Equipment exceeds the amount of funds advanced by the District pursuant to this First Supplement.

Section 8. No Additional Modification. Except as supplemented herein, the Agreement remains in full force and effect.

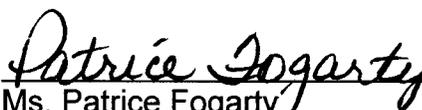
IN WITNESS WHEREOF, the parties hereto have executed this First Supplement in multiple copies, each of which shall be deemed to be an original as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

[EXECUTION PAGES FOLLOW]

CITY OF MISSOURI CITY

  
\_\_\_\_\_  
Frank Simpson  
Manager

ATTEST:

  
\_\_\_\_\_  
Ms. Patrice Fogarty  
City Secretary

SEAL

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 1

  
\_\_\_\_\_  
Carl S. Bowles Robbie Bates  
Vice President

ATTEST:

  
\_\_\_\_\_  
Allen E. Robinson  
Secretary



**EXHIBIT "A"****Fire Station Equipment & Furnishings**

<b>Item</b>	<b>Quantity</b>	<b>Item Location</b>
Desk	1	Lt's Office
Desk	1	Watch Office
Rolling Chairs	6	Dinning Room
Rolling Chairs with arms	2	Watch Office
Rolling Chair, High Back and with arms	1	Lt's Office
Chairs, no wheels	2	Lt's Office
Recliners	6	TV Room/Lounge
Desk Lamp	2	Lt Office/Watch Office
Mailbox, 30 drawers	1	Watch Office
TV Set, 25-32 inch, with Wall Mount	1	TV Room/Lounge
TV Set, 25-32 inch, with Wall Mount	1	Day Room/Kitchen
3 Drawer metal file cabinet, letter size	1	Lt's Office
2 Drawer metal file cabinet, letter size	1	Watch Office
Dining Table, Rectangle Shape	1	Dining Room
Refrigerator	3	Kitchen
Food Pantry	3	Kitchen
Dish Set, Glasses, Dinnerware, kitchen utensils	N/A	Kitchen
Coffee Maker	1	Kitchen
Toaster	1	Kitchen
Microwave	1	Kitchen
Gas Range/Oven	1	Kitchen
Beds	6	Each Dorm Room
Dry Erase Marker Board, 4'x4' or larger	3	Lt/Watch/Day Room
Dish Washer	1	Kitchen
Washer/Dryer	1 each	Laundry Room
Shelving (at least 4 high)	2 each	Laundry Room, Gear Room
Washer/Dryer	1 each	Gear Room
Bunker Gear Lockers	16	Gear Room
Bunker Gear Washer/Dryer	1 each	Gear Room
SCBA Cascade Fill Station	1	SCBA Room
Emergency Generator	1	Generator Room
Workout Equipment: free weights, treadmill, stationery bike	1	Fitness Room

Exhibit "B"  
Fire Station Equipment & Furnishings

Item	Quantity	Item Location
Flammable Liquid Locker	1	Utility Room
Air Compressor	1	Utility Room
Air Hose Connections	4	Apparatus Bay
Utility Sink	1	Utility Room
Work Benches	3	Utility Room/SCBA Room/Hose Room
Hose Rack	1	Hose Room
5 drawer rolling tool box	1	Utility Room
Deep Sink	1	Utility Room
Rack Storage Shelving	3	Utility Room/SCBA Room/Hose Room
Storage for mops/brooms	1	Utility Room
Mower, edger, string trimmer, blower, assorted garden tools and garden hoses	1 each	Utility Room or storage shed
Standpipe connection	1	Outside
Garden hose connections	6 to 8	Outside
Electric Cord Reels	4	Apparatus Bay
Heater	2	Apparatus Bay
Central Air/Heat	N/A	Appropriate for Building Size
Towel Racks	4-8	Sinks/showers/kitchen/Utility Room/Gear Room
Chair	2	Public Entry Foyer
Personal Lockers	3 each	Dorm Rooms
Small Table or Desk (built in)	1 each	Dorm Rooms
Chair	1 each	Dorm Rooms
Telephones	10	Lt. Office - 1/Watch Office - 1/Public Entry Foyer - 1 /Apparatus Bay - 2/Workout Room - 1/Day Room - 1/TV Room -1/Lt. Dorm - 1
Personal Computers	2	Lt. Office - 1/Watch Office - 2
Fence	1	Perimeter of Building
Garage Doors openers and remotes	4	Apparatus Bay
Base Station Radio	1	Watch Office
Station Alerting System (Zetron)	1	Building
Rope and Pulley System for Salvage Covers	2	Apparatus Bay

Exhibit "B"

Fire Station Equipment & Furnishings

<b>Item</b>	<b>Quantity</b>	<b>Item Location</b>
Mini Blinds	N/A	Throughout inside of building
Ice Machine	1	Apparatus Bay
Medical Oxygen Fill Station	1	Medical Supply Room
Cabinet	2	Medical Supply Room

## Exhibit "B"

## Equipment List for Fire Engine

Item	Quantity
K-Tool	1
Dump Tank	1
Turbo Draft	1
Blitz Nozzle	1
TFT Auto Nozzle for Spare	1
Forestry Nozzle	1
Deck Gun Automatic Nozzle	1
Stacked Straight Bore Nozzles	1 set
JS10 Foam Nozzle	1
Houston Adaptors	1 set
Hard Suction	2
Low Level Strainer	1
2.5 to 1.5 inch reducer	1
1.5 to 1 inch reducer	1
1.5 inch double male adaptor	2
1.5 inch double female adaptor	2
Gated wye	2
Rubber mallet	1
Foam Wrench	1
Hydrant adaptor	2
Foam Eductor 2 inch	1
Foam Eductor 1.5 inch	1
Generator	1
Class A Foam System (CAFS)	1
Class B Foam System	1
Emulsifier	1
Absorbent & container	1
Shovels	2
Fire Brooms	2
Squeegee	1
Traffic Cones	8
Hose Clamp	1
Water Shut Off Key	1
3 foot Closet Hook	1
6 foot Closet Hook	1
8 foot Closet Hook	1
10 foot Attic Ladder	1
14 foot Roof Ladder	1
24 foot Extension Ladder	1
Hooligan Tool	1
Sledge Hammer	1
Big and Small Bolt Cutters	1 each
Rescue Tools (Cutter, Spreaders, Rams) and Power Plant	1 set

Exhibit "B"

Equipment List for Fire Engine

Item	Quantity
Circle D Lights	2
Pig Tails/Splitter	3
Portable Cord Reels	2
Electrical Junction Box	1
Mounted Cord Reel	1
Breathing Air Packs	6
SCBA Cylinders	16
Water Extinguisher	1
CO2 Extinguisher	1
Dry Chemical Extinguisher	1
Map Books (Mo. City, SLFD, Fort Bend and Harris County Key Maps)	1 each
Driver Radio Head Set	1
MDT	1
Spanner Wrenches	4
Hydrant Wrenches	3
High Rise Pack (100 feet, gated wye, nozzle)	1 set
Reciprocating Saw	1
Cribbing	1 set various lengths
Turbo Flares	8
Tool Box with assorted tools	1
5 gallon water cooler	1
Thermal Imaging Camera	1
Gas Leak Detector	1
Scout Multi Meter	1
1 gallon gas can for 2 cycle fuel	1
5 gallon gas can	1
Smoke detector kit	1
Step ladder	1
Glass Master	1
Chain Saw	1
Circular Saw	1
Oxygen (Airway) Bag	1
EMS Bags (Trauma and Medical)	2
Life Pak 12 (Cardiac Monitor)	1
KED (Medical Extrication equipment)	1
Roofing Kit (Staple Gun, Plastic Sheeting)	1 set
Positive Pressure Ventilation Fan	1
Scene Tape	1
Duct Tape	1 roll (when available)
Hand Cleaner Dispenser	1
Water Thief	1
5 Inch Supply Hose	1000 Feet

Exhibit "B"  
Equipment List for Fire Engine

<b>Item</b>	<b>Quantity</b>
3 Inch Supply Hose	600 Feet
5 Inch Short Section	25 Feet
1.75 inch Cross Lay with Straight Bore Nozzle	150 Feet
1.75 inch Cross Lay with Straight Bore Nozzle	200 Feet
2 inch Cross Lay with Vindicator Nozzle	200 Feet
2.5 inch smooth bore nozzle	1
Mobile Radio	1
Hand-held radios w/ chargers	4
Flashlights	5

**AMENDED AND RESTATED  
FIRE PROTECTION AGREEMENT**

This Amended and Restated Fire Protection Agreement ("Amended Agreement") is entered into this 25<sup>th</sup> day of June, 2015, by and between the City of Missouri City, Texas (the "City") and Sienna Plantation Municipal Utility District No. 5 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

**RECITALS**

The City and the District entered a Fire Protection Agreement (the "Initial Agreement"), to address the City providing fire protection services to the residents of the District and the City and the District providing a binding contractual agreement regarding fire protection services pursuant to section 49.351(e) of the Texas Water Code.

The District is located within the master-planned community of Sienna Plantation. The District is in close proximity to the City, and the District is located outside the City's corporate limits but within its extraterritorial jurisdiction.

The Board of Directors of the District has determined that the City can provide the most reliable and prompt fire protection services to the District's residents. The Board of Directors also believes that it is in the best interest of the residents to obtain a binding contractual agreement with the City for fire protection pursuant to Section 49.351(e) of the Texas Water Code.

The District and Sienna Plantation Municipal Utility District No. 1 (the "Master District") have entered into a Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer and Storm Sewer Facilities dated February 27, 2006 whereby the Master District is the coordinating district to provide regional services to the Sienna development including fire protection services. The City and the Master District have entered into the Operations Agreement for Fire Protection Services for Sienna Plantation (the "City/Master District Fire Agreement"), and the District has entered into a joinder of such agreement so that upon payment of its pro rata share of operating costs to the Master District, the District will receive fire protection services from the City.

The District and the City wish to completely amend and restate the Initial Agreement with this Amended Agreement to reflect the terms of the City/Master District Fire Agreement and provide for the fire protection services provided by the City to the District.

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

## Exhibit "B"

### Section 1. Fire Protection Services.

- (a) During the term of this Amended Agreement, the City will provide to the District fire protection services to persons, building, and property located within the boundaries of the District, as shown in **Exhibit A**, attached to and incorporated into this Amended Agreement by reference and including all land properly annexed into the District hereafter. The City will provide fire protection services to the District in the same manner and with the same standard of care as it would to those residences and structures in the City limits. In this Amended Agreement, "fire protection services" means all fire suppression and rescue services regularly provided by the City of Missouri City Fire and Rescue Services Department to persons and property located within its corporate limits on the effective date of this Amended Agreement, except for the following: fire inspections of buildings and properties, code enforcement services, and arson investigations.
- (b) The parties acknowledge that the City must also respond to requests for fire protection services in the corporate limits of the City and that the City has contracts to provide fire prevention services to other entities. In providing fire protection services to the District, the City will follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement and without liability to the District or its occupants or residents, to determine:
  - (1) Whether fire protection services are needed in a particular case;
  - (2) Whether and when personnel or equipment are available to respond to a request for fire protection services;
  - (3) The order in which to respond to request for fire protections services; and
  - (4) The time in which to respond to a request for fire protection services.
- (c) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of fire protection services to its residents is to pay its share of the fire protection services as provided in the City/Master District Fire Agreement.
- (d) By execution of a Joinder to the City/Master District Fire Agreement, the District is a third party beneficiary to the City/Master District Fire Agreement, and is entitled to such fire protection services upon payment of its pro rata share of Sienna Operating Costs pursuant to the City/Master District Fire Agreement. In the event that the Master District is annexed by the City or the City/Master District Fire Agreement is no

## Exhibit "B"

longer in force and effect for whatever reason, the City shall provide fire protection services to the District upon similar terms pursuant to this Amended Agreement.

### Section 2. Facilities and Equipment.

- (a) In providing fire protection services to the District, the City shall be solely responsible for the operation and maintenance of its facilities and equipment.
- (b) This Amended Agreement shall not obligate the City to construct or keep any fire stations, fire trucks, fire equipment or fire personnel within the District or to designate, reserve, or devote all or part of the City's Fire Department's trucks, equipment, or personnel exclusively to or for the use of the District in carrying out this Amended Agreement, but the City will use its best efforts to comply with State standards regarding fire suppression. The City agrees to provide staffing and to provide for all other operational needs and costs pertaining to fire protection services within the District.
- (c) The parties acknowledge that in conducting fire suppression efforts on property located in the District, the City will use the fire hydrants, connections, and water supply and distribution systems ("Water Distribution System") available in the District, but the City shall not be responsible for providing for constructing, inspecting, maintaining, or repairing any part of the Water Distribution System in the District. The City shall not be liable to the District or any District occupant or resident for any deficiency or malfunction of the Water Distribution System located in the District.
- (d) The District makes no representations and assumes no responsibility for the type, quality, or sufficiency or qualifications of the City's fire protection service equipment used to serve the District.

Section 3. Employees. The City shall provide employees who meet minimum state qualifications to perform the fire protection services required by this Amended Agreement. The District assumes no responsibility for the actions of the City's employees in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the sufficiency or qualification of the City's employees.

Section 4. Payment for Fire Protection Services. In consideration of the City providing fire protection services, the District agrees to charge a monthly fire fee to each of its residents. The District will remit its pro-rata share of the monthly cost of the

## Exhibit "B"

City's fire protection services to the Master District pursuant to the City/Master District Fire Agreement.

Section 5. Term and Termination. This Amended Agreement will be in full force and effect upon the Effective Date of this Amended Agreement. Once effective, this Amended Agreement will continue in effect for thirty (30) years (the "Initial Term") and shall be automatically renewed thereafter for successive one year terms or until annexation by the City, whichever occurs first. After the end of the Initial Term, either party may terminate this Amended Agreement by giving written notice to the other at least one year prior to the date of termination

Section 6. Default. Either party may declare a default hereunder if either party fails, refuses, or neglects to comply with any of the terms of this Amended Agreement. If a party declares a default of this Amended Agreement, this Amended Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have thirty days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of 30 days, performance shall commence within 30 days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 7. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Amended Agreement. The parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen days written notice to the other party.

Section 8. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other 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 9. Modification. This Amended Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 10. Severability. The provision of this Amended Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason,

## Exhibit "B"

the remainder of this Amended Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 11. Agreement Not for Benefit of Third Parties. This Amended Agreement is not intended to benefit any party other than the parties to this Amended Agreement or to impose any duty upon the City or the District toward any person or entity not a party hereto.

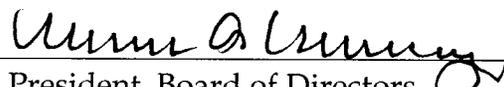
Section 12. Liability. The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for fire protection services under this Amended Agreement. This Amended Agreement is not intended to waive or alter any defense or immunity the City or the District has under State law for claims arising from the performance of this Amended Agreement, including the failure to provide or the method of providing fire protection services under this Amended Agreement.

**EXECUTION PAGE FOLLOWS**

Exhibit "B"

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Fire Protection Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of the date specified above.

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 5

By:   
President, Board of Directors

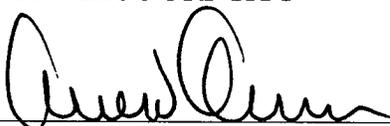
Address: Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

  
Secretary, Board of Directors

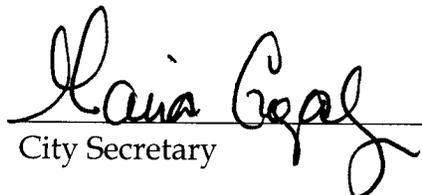


CITY OF MISSOURI CITY

By: 

Address: City of Missouri City, Texas  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Caroline Kelley

ATTEST:

  
City Secretary

**EXHIBIT A**

July 30, 2008  
Job No. 1276-0806

**DESCRIPTION OF  
31.715 ACRES  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5  
REVISED BOUNDARY**

All that certain tract or parcel containing 31.715 acres of land in the William Hall League, A-31, Fort Bend County, Texas being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

COMMENCING for reference at the northwest corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence with the north lines of said 1035.486 acre tract the following three (3) courses;

- 1) North 86° 20' 57" East, 524.66 feet to a point;
- 2) North 89° 14' 08" East, 1305.27 feet to a point;
- 3) North 85° 59' 39" East, 450.00 feet to the POINT OF BEGINNING of the herein described tract;

Thence North 04° 00' 21" West, 653.63 feet departing said north line to a point for corner;

Thence North 72° 30' 59" East, 572.50 feet to a point for corner;

Thence North 80° 20' 39" East, 485.54 feet to a point for corner;

Thence South 88° 06' 43" East, 305.65 feet to a point for corner;



31.715 acres

July 30, 2008  
Job No. 1276-0806

Thence South 49° 43' 41" East, 941.03 feet to a point for corner;

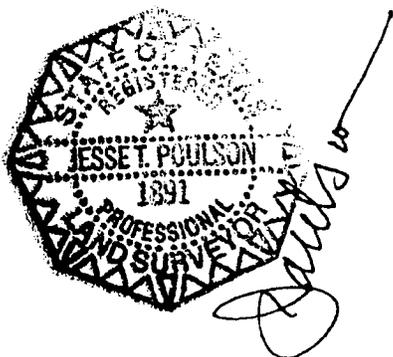
Thence South 35° 41' 13" East, 188.14 feet to a point for corner on a north line of the aforesaid 1035.486 acre tract;

Thence with the north lines of said 1035.486 acre tract the following three (3) courses;

- 1) South 82° 12' 39" West, 164.31 feet to a point for corner;
- 2) South 87° 22' 25" West, 1002.25 feet to a point for corner;
- 3) South 85° 59' 39" West, 947.60 feet to the POINT OF BEGINNING and containing 31.715 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LJA Engineering & Surveying, Inc.





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FIRE PROTECTION AGREEMENT**

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## Exhibit "B"

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Section 6. Default. Either party may declare a default hereunder if either party fails, refuses, or neglects to comply with any of the terms of this Amended Agreement. If a party declares a default of this Amended Agreement, this Amended Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have thirty days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of 30 days, performance shall commence within 30 days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 7. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Amended Agreement. The parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen days written notice to the other party.

Section 8. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other 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 9. Modification. This Amended Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 10. Severability. The provision of this Amended Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason,

## Exhibit "B"

the remainder of this Amended Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

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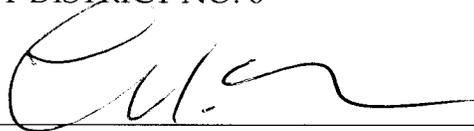
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**EXECUTION PAGE FOLLOWS**

Exhibit "B"

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Fire Protection Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of the date specified above.

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 6

By: 

Address: Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

  
Secretary, Board of Directors

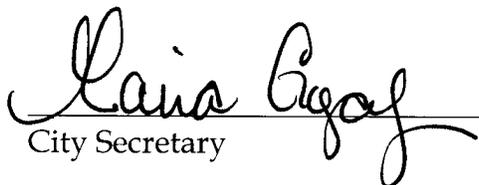
CITY OF MISSOURI CITY

By: 



Address: City of Missouri City, Texas  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Ms. E. Joyce Iyamu

ATTEST:

  
City Secretary

July 30, 2008  
Job No. 1276-0806

DESCRIPTION OF  
1300.346 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6

All that certain tract or parcel containing 1300.346 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas, being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at an easterly southeast corner of said 3,905.044 acre tract, same being the southwesterly corner of that certain tract called 1035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence South  $87^{\circ} 07' 40''$  West, 2710.89 feet departing said 1035.486 acre tract and with a south line of said 3905.044 acre tract to a point for corner;

Thence South  $86^{\circ} 45' 43''$  West, 4186.34 feet continuing with said south line to a point for corner;

Thence South  $86^{\circ} 51' 11''$  West, 2545.09 feet continuing with said south line to a point for corner;

Thence North  $23^{\circ} 51' 06''$  West, departing said south line, at 352.12 feet pass an easterly corner of that certain Drainage Easement called 169.706 acres conveyed to the Fort Bend County Drainage District by an instrument of record in Volume 893, Page 219 of the Deed Records of said Fort Bend County (F.B.C.D.R.) and continuing North  $23^{\circ} 51' 06''$  West with an east line of said Drainage Easement in all a total of 3210.98 feet to a point for corner, an angle point in the west line of that certain tract called 68.111 acres, described as Levee Tract, conveyed to Sienna Plantation Levee Improvement District by an instrument of record in File No. 9741281 of the F.B.C.O.R.;

Exhibit "B"

1300.346 Acres

July 30, 2008  
Job No. 1276-0806

Thence North  $13^{\circ} 56' 50''$  West, 2366.13 feet with the east line of said Drainage Easement and with a west line of said Levee Tract to a point for corner;

Thence North  $76^{\circ} 03' 10''$  East, departing said east and west lines, at 100.0 feet pass an east line of said Levee Tract and continue in all a total of 696.26 feet to a point for corner, the beginning of a curve;

Thence 393.24 feet along the arc of a curve to the right, having a central angle of  $11^{\circ} 15' 56''$ , a radius of 2000.00 feet and a chord which bears North  $81^{\circ} 41' 08''$  East, 392.61 feet to a point for corner at the end of said curve;

Thence North  $87^{\circ} 19' 06''$  East, 2047.16 feet to a point for corner, the northwest corner of that certain tract called 15.000 acres conveyed to the Fort Bend Independent School District by an instrument of record in File No. 2008069863 of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.);

Thence with the west lines of said 15.000 acre tract the following four (4) courses;

- 1) South  $02^{\circ} 12' 28''$  East, 551.49 feet to a point for corner, the beginning of a curve;
- 2) 131.59 feet along the arc of a curve to the left having a central angle of  $17^{\circ} 44' 22''$ , a radius of 425.00 feet and a chord which bears South  $11^{\circ} 04' 39''$  East, 131.06 feet to a point for corner at the end of said curve;
- 3) South  $19^{\circ} 56' 50''$  East, 427.50 feet to a point for corner, the beginning of a curve;
- 4) 127.69 feet along the arc of a curve to the right, having a central angle of  $15^{\circ} 24' 08''$ , a radius of 475.00 feet and a chord which bears South  $12^{\circ} 14' 46''$  East, 127.30 feet to a point for corner, the southwest corner of said 15.000 acre tract;

Exhibit "B"

1300.346 Acres

July 30, 2008  
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Thence North  $87^{\circ} 47' 32''$  East, 208.21 feet with the south line of said 15.000 acre tract to a point for corner;

Thence North  $16^{\circ} 45' 29''$  East, 2106.31 feet to a point for corner on the arc of a curve whose center bears North  $46^{\circ} 36' 37''$  East;

Thence 1689.09 feet along the arc of a non-tangent curve to the left, having a central angle of  $48^{\circ} 23' 20''$ , a radius of 2000.00 feet and a chord which bears South  $67^{\circ} 35' 03''$  East, 1639.34 feet to a point for corner at the end of said curve;

Thence North  $88^{\circ} 13' 17''$  East, 1861.53 feet to a point for corner;

Thence North  $34^{\circ} 09' 20''$  West, 1087.17 feet to a point for corner;

Thence North  $46^{\circ} 56' 53''$  East, 276.87 feet to a point for corner;

Thence North  $17^{\circ} 00' 18''$  East, 579.73 feet to a point for corner;

Thence North  $90^{\circ} 00' 00''$  East, 312.36 feet to a point for corner;

Thence South  $00^{\circ} 00' 00''$  West, 165.04 feet to a point for corner;

Thence North  $88^{\circ} 13' 17''$  East, 775.19 feet to a point for corner;

Thence South  $59^{\circ} 21' 45''$  East, 961.78 feet to a point for corner on the centerline of Oyster Creek;

Thence downstream with the centerline of Oyster Creek the following six (6) courses;

- 1) South  $07^{\circ} 34' 37''$  West, 24.21 feet to a point for corner;

Exhibit "B"

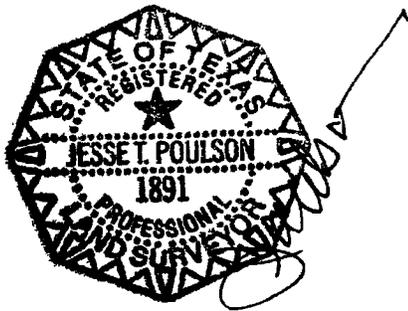
1300.346 Acres

July 30, 2008  
Job No. 1276-0806

- 2) South 06° 24' 25" East, 172.40 feet to a point for corner;
- 3) South 19° 30' 40" East, 216.89 feet to a point for corner;
- 4) South 52° 08' 24" East, 72.39 feet to a point for corner;
- 5) South 36° 15' 44" East, 262.88 feet to a point for corner;
- 6) South 55° 41' 14" East, 501.72 feet to a point for corner;

Thence South 14° 28' 40" East, departing said Oyster Creek, at 96.35 feet pass the northwest corner of the aforesaid 1035.486 acre tract and continuing South 14° 28' 40" East, with the west line of said 1035.486 acre tract in all a total of 5541.98 feet to the POINT OF BEGINNING and containing 1,300.346 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



LJA Engineering & Surveying, Inc.

**AMENDED AND RESTATED  
FIRE PROTECTION AGREEMENT**

This Amended and Restated Fire Protection Agreement ("Amended Agreement") is entered into this 25<sup>th</sup> day of June, 2015, by and between the City of Missouri City, Texas (the "City") and Sienna Plantation Municipal Utility District No. 7 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

**RECITALS**

The City and the District entered a Fire Protection Agreement (the "Initial Agreement"), to address the City providing fire protection services to the residents of the District and the City and the District providing a binding contractual agreement regarding fire protection services pursuant to section 49.351(e) of the Texas Water Code.

The District is located within the master-planned community of Sienna Plantation. The District is in close proximity to the City, and the District is located outside the City's corporate limits but within its extraterritorial jurisdiction.

The Board of Directors of the District has determined that the City can provide the most reliable and prompt fire protection services to the District's residents. The Board of Directors also believes that it is in the best interest of the residents to obtain a binding contractual agreement with the City for fire protection pursuant to Section 49.351(e) of the Texas Water Code.

The District and Sienna Plantation Municipal Utility District No. 1 (the "Master District") have entered into a Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer and Storm Sewer Facilities dated February 27, 2006 whereby the Master District is the coordinating district to provide regional services to the Sienna development including fire protection services. The City and the Master District have entered into the Operations Agreement for Fire Protection Services for Sienna Plantation (the "City/Master District Fire Agreement"), and the District has entered into a joinder of such agreement so that upon payment of its pro rata share of operating costs to the Master District, the District will receive fire protection services from the City.

The District and the City wish to completely amend and restate the Initial Agreement with this Amended Agreement to reflect the terms of the City/Master District Fire Agreement and provide for the fire protection services provided by the City to the District.

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

## Exhibit "B"

### Section 1. Fire Protection Services.

- (a) During the term of this Amended Agreement, the City will provide to the District fire protection services to persons, building, and property located within the boundaries of the District, as shown in **Exhibit A**, attached to and incorporated into this Amended Agreement by reference and including all land properly annexed into the District hereafter. The City will provide fire protection services to the District in the same manner and with the same standard of care as it would to those residences and structures in the City limits. In this Amended Agreement, "fire protection services" means all fire suppression and rescue services regularly provided by the City of Missouri City Fire and Rescue Services Department to persons and property located within its corporate limits on the effective date of this Amended Agreement, except for the following: fire inspections of buildings and properties, code enforcement services, and arson investigations.
- (b) The parties acknowledge that the City must also respond to requests for fire protection services in the corporate limits of the City and that the City has contracts to provide fire prevention services to other entities. In providing fire protection services to the District, the City will follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement and without liability to the District or its occupants or residents, to determine:
  - (1) Whether fire protection services are needed in a particular case;
  - (2) Whether and when personnel or equipment are available to respond to a request for fire protection services;
  - (3) The order in which to respond to request for fire protections services; and
  - (4) The time in which to respond to a request for fire protection services.
- (c) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of fire protection services to its residents is to pay its share of the fire protection services as provided in the City/Master District Fire Agreement.
- (d) By execution of a Joinder to the City/Master District Fire Agreement, the District is a third party beneficiary to the City/Master District Fire Agreement, and is entitled to such fire protection services upon payment of its pro rata share of Sienna Operating Costs pursuant to the City/Master District Fire Agreement. In the event that the Master District is annexed by the City or the City/Master District Fire Agreement is no

## Exhibit "B"

longer in force and effect for whatever reason, the City shall provide fire protection services to the District upon similar terms pursuant to this Amended Agreement.

### Section 2. Facilities and Equipment.

- (a) In providing fire protection services to the District, the City shall be solely responsible for the operation and maintenance of its facilities and equipment.
- (b) This Amended Agreement shall not obligate the City to construct or keep any fire stations, fire trucks, fire equipment or fire personnel within the District or to designate, reserve, or devote all or part of the City's Fire Department's trucks, equipment, or personnel exclusively to or for the use of the District in carrying out this Amended Agreement, but the City will use its best efforts to comply with State standards regarding fire suppression. The City agrees to provide staffing and to provide for all other operational needs and costs pertaining to fire protection services within the District.
- (c) The parties acknowledge that in conducting fire suppression efforts on property located in the District, the City will use the fire hydrants, connections, and water supply and distribution systems ("Water Distribution System") available in the District, but the City shall not be responsible for providing for constructing, inspecting, maintaining, or repairing any part of the Water Distribution System in the District. The City shall not be liable to the District or any District occupant or resident for any deficiency or malfunction of the Water Distribution System located in the District.
- (d) The District makes no representations and assumes no responsibility for the type, quality, or sufficiency or qualifications of the City's fire protection service equipment used to serve the District.

Section 3. Employees. The City shall provide employees who meet minimum state qualifications to perform the fire protection services required by this Amended Agreement. The District assumes no responsibility for the actions of the City's employees in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the sufficiency or qualification of the City's employees.

Section 4. Payment for Fire Protection Services. In consideration of the City providing fire protection services, the District agrees to charge a monthly fire fee to each of its residents. The District will remit its pro-rata share of the monthly cost of the

City's fire protection services to the Master District pursuant to the City/Master District Fire Agreement.

Section 5. Term and Termination. This Amended Agreement will be in full force and effect upon the Effective Date of this Amended Agreement. Once effective, this Amended Agreement will continue in effect for thirty (30) years (the "Initial Term") and shall be automatically renewed thereafter for successive one year terms or until annexation by the City, whichever occurs first. After the end of the Initial Term, either party may terminate this Amended Agreement by giving written notice to the other at least one year prior to the date of termination

Section 6. Default. Either party may declare a default hereunder if either party fails, refuses, or neglects to comply with any of the terms of this Amended Agreement. If a party declares a default of this Amended Agreement, this Amended Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have thirty days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of 30 days, performance shall commence within 30 days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 7. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Amended Agreement. The parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen days written notice to the other party.

Section 8. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other 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 9. Modification. This Amended Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 10. Severability. The provision of this Amended Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason,

## Exhibit "B"

the remainder of this Amended Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 11. Agreement Not for Benefit of Third Parties. This Amended Agreement is not intended to benefit any party other than the parties to this Amended Agreement or to impose any duty upon the City or the District toward any person or entity not a party hereto.

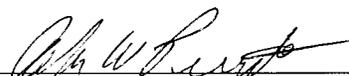
Section 12. Liability. The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for fire protection services under this Amended Agreement. This Amended Agreement is not intended to waive or alter any defense or immunity the City or the District has under State law for claims arising from the performance of this Amended Agreement, including the failure to provide or the method of providing fire protection services under this Amended Agreement.

**EXECUTION PAGE FOLLOWS**

Exhibit "B"

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Fire Protection Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of the date specified above.

SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 7

By: 

Address: Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

  
Secretary, Board of Directors

CITY OF MISSOURI CITY

By: 



Address: City of Missouri City, Texas  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Ms. E. Joyce Iyamu

ATTEST:

  
City Secretary

July 30, 2008  
Job No. 1276-0806

DESCRIPTION OF  
1028.840 ACRES  
REVISED BOUNDARY OF  
SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7

All that certain tract or parcel containing 1028.840 acres of land in the David Fitzgerald League, A-25 and the William Hall League, A-31, Fort Bend County, Texas being part of that certain tract called 3,905.044 acres conveyed to AFG Pacific Properties, Inc., by an instrument of record in File No. 9537103 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone;

BEGINNING at the most easterly northeast corner of said 3,905.044 acre tract, said point being in the west right-of-way line of a 100.0 foot wide right-of-way (abandoned) conveyed to the Missouri Pacific Railroad Company;

Thence, with the east line of said 3,905.044 acre tract and said west right-of-way line the following eight (8) courses;

- 1) South 17° 29' 00" West, 2,692.80 feet to a point for corner;
- 2) South 16° 52' 10" West, 142.70 feet to a point for corner;
- 3) South 15° 50' 40" West, 200.90 feet to a point for corner;
- 4) South 14° 51' 50" West, 200.80 feet to a point for corner;
- 5) South 13° 56' 40" West, 200.80 feet to a point for corner;
- 6) South 13° 01' 50" West, 201.00 feet to a point for corner;
- 7) South 11° 46' 10" West, 200.90 feet to a point for corner;

Exhibit "B"

1028.840 Acres

July 30, 2008  
Job No. 1276-0806

- 8) South 10° 51' 30" West, 213.62 feet to a point for corner, the northeast corner of that certain tract called 1.5 acres conveyed to C. A. Carter by an instrument of record in Volume 56, Page 111, of the Deed Records of said Fort Bend County (F.B.C.D.R.);

Thence, North 81° 26' 07" West, 1,149.71 feet, with a south line of said 3,905.044 acre tract, with the north line of said 1.5 acre tract and with a north line of that certain tract called 41.0874 acres conveyed to J. Bute IV by an instrument of record in Volume 1895, Page 1299, of the F.B.C.O.R., to a point for corner, an easterly corner of said 3,905.044 acre tract and the northwest corner of said 41.0874 acre tract;

Thence, South 08° 33' 53" West, 754.24 feet, with an east line of said 3,905.044 acre tract and with the west line of said 41.0874 acre tract to a point for corner, the common east corner of said 3,905.044 acre tract and that certain tract called 1,035.486 acres conveyed to Thompson Lake Partners, Ltd., by an instrument of record in File No. 9537078 of the F.B.C.O.R.;

Thence, with the common line between said 3,905.044 acre tract and said 1,035.486 acre tract the following four (4) courses;

- 1) South 79° 37' 56" West, 824.81 feet to a point for corner;
- 2) South 77° 43' 08" West, 1,128.72 feet to a point for corner;
- 3) South 78° 03' 53" West, 1,524.11 feet to a point for corner;
- 4) South 82° 12' 39" West, 428.30 feet to a point for corner;

Thence North 35° 41' 13" West, 188.14 feet departing said common line to a point for corner;

Thence North 49° 43' 41" West, 941.03 feet to a point for corner;

Thence North 86° 06' 43" West, 302.65 feet to a point for corner;

Exhibit "B"

1028.840 Acres

July 30, 2008  
Job No. 1276-0806

Thence South  $80^{\circ} 20' 39''$  West, 485.54 feet to a point for corner;

Thence South  $72^{\circ} 30' 59''$  West, 572.50 feet to a point for corner;

Thence North  $04^{\circ} 00' 21''$  West, 272.38 feet to a point for corner on the arc of a curve whose center bears South  $16^{\circ} 25' 04''$  East;

Thence 2420.18 feet along the arc of a curve to the left, having a central angle of  $11^{\circ} 33' 20''$ , a radius of 12,000.00 feet and a chord which bears South  $67^{\circ} 48' 16''$  West, 2416.08 feet to a point for corner on the centerline of Oyster Creek;

Thence upstream with the centerline of Oyster Creek the following eighteen (18) courses;

- 1) North  $55^{\circ} 41' 14''$  West, 501.72 feet to a point for corner;
- 2) North  $36^{\circ} 15' 44''$  West, 262.88 feet to a point for corner;
- 3) North  $52^{\circ} 08' 24''$  West, 72.39 feet to a point for corner;
- 4) North  $19^{\circ} 30' 40''$  West, 216.89 feet to a point for corner;
- 5) North  $06^{\circ} 24' 25''$  West, 172.40 feet to a point for corner;
- 6) North  $07^{\circ} 34' 37''$  East, 252.06 feet to a point for corner;
- 7) North  $26^{\circ} 03' 22''$  East, 62.26 feet to a point for corner;
- 8) North  $33^{\circ} 43' 15''$  East, 127.51 feet to a point for corner;
- 9) North  $54^{\circ} 39' 25''$  East, 113.88 feet to a point for corner;

Exhibit "B"

1028.840 Acres

July 30, 2008  
Job No. 1276-0806

- 10) North 65° 46' 22" East, 153.66 feet to a point for corner;
- 11) North 68° 14' 47" East, 312.51 feet to a point for corner;
- 12) North 60° 04' 22" East, 582.99 feet to a point for corner;
- 13) North 29° 54' 21" East, 1173.39 feet to a point for corner;
- 14) North 35° 15' 23" East, 944.40 feet to a point for corner;
- 15) North 07° 45' 55" East, 442.83 feet to a point for corner;
- 16) North 07° 14' 13" West, 422.19 feet to a point for corner;
- 17) North 38° 00' 22" West, 318.50 feet to a point for corner;
- 18) North 69° 34' 06" West, 244.10 feet to a point for corner on a north line of the aforesaid 3905.044 acre tract;

Thence with the north and east lines of said 3905.044 acre tract the following six (6) courses;

- 1) North 88° 28' 29" East, 333.00 feet to a point for corner;
- 2) North 86° 57' 30" East, 3052.09 feet to a point for corner;
- 3) North 03° 20' 20" West, 1495.70 feet to a point for corner;
- 4) North 87° 04' 08" East, 2909.44 feet to a point for corner;
- 5) South 03° 07' 35" East, 1494.76 feet to a point for corner;

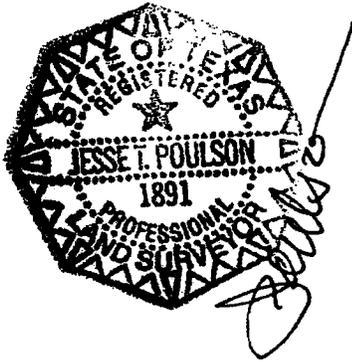
1028.840 Acres

July 30, 2008  
Job No. 1276-0806

- 6) North 86° 41' 16" East, 3193.16 feet to the POINT OF BEGINNING and containing 1028.840 acres of land.

"This document, prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LJA Engineering & Surveying, Inc.



**FILED AND RECORDED**

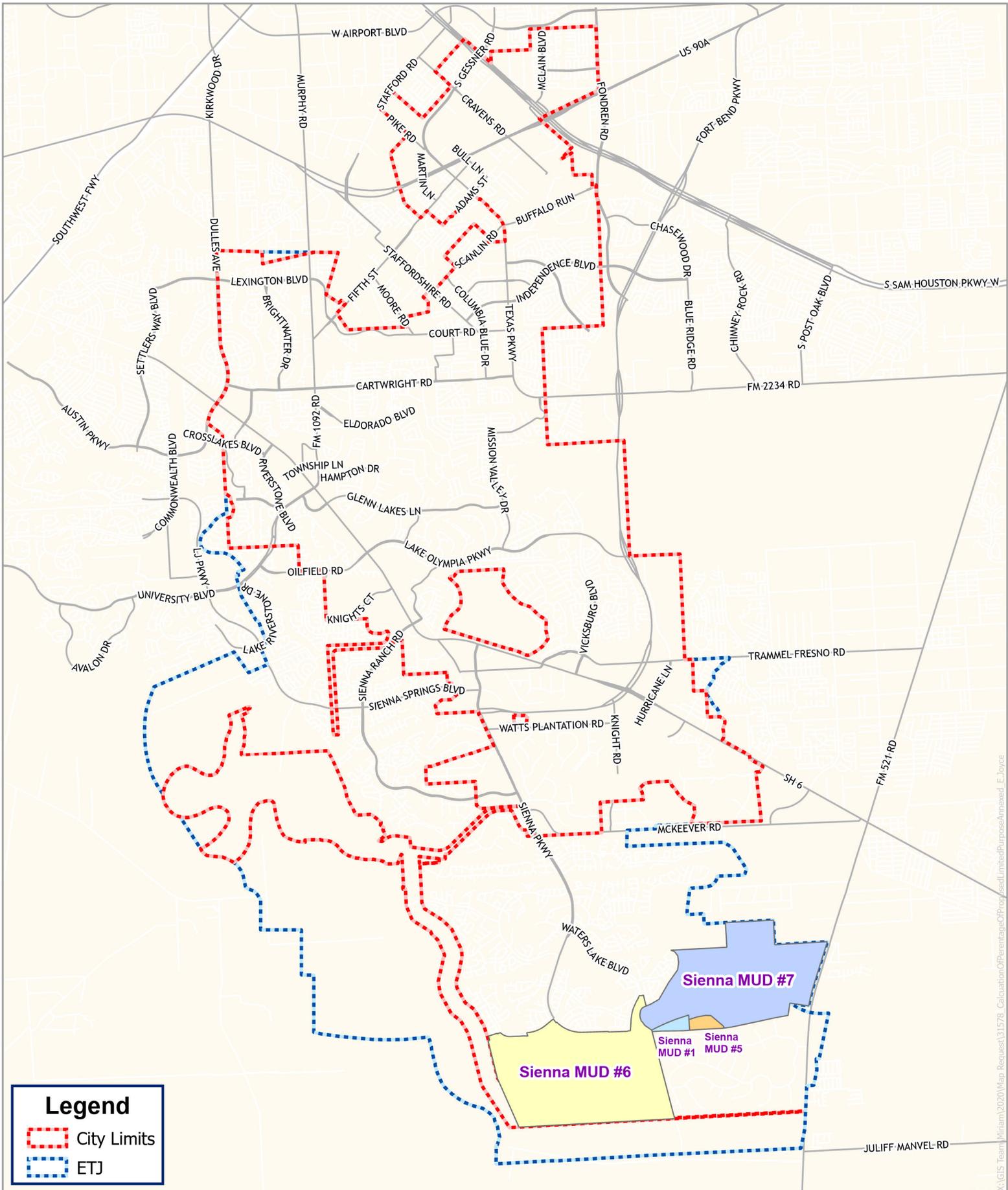
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 May 26 01:45 PM  
CAK \$51.00

2009051284

Dianne Wilson COUNTY CLERK  
FT BEND COUNTY TEXAS



Map By:  
GIS Division  
September 2020



# Sienna MUDs 1, 5, 6, & 7



0 1 2 3  
Miles  
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. 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. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.

X:\GIS\Team\Wiram\2020\Map\_Request\31578\_CalculationOfPercentageOfPropertyUsed\limitedPurpose\mexed\_E\_Joyce



# City of Missouri City

## NOTICE OF PUBLIC HEARINGS

**Location/Date:** The City Council of the City of Missouri City will hold a public hearing on Monday, September 21, 2020, in the City Council Chamber—2nd Floor, City Hall Building, 1522 Texas Parkway, Missouri City, Texas at 7:00 p.m. Due to the current state of disaster, the hearings may take place by conference call or by another mechanism, as authorized by the Texas governor. Please monitor [www.missouricitytx.gov](http://www.missouricitytx.gov) for additional information.

**Purposes:**

(1)To receive comments for and against the annexation for the limited purpose of providing fire protection services in Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, which are generally located north and west of the Sienna Point residential subdivision, south of Steep Bank Trace, east of the Brazos River, and west of Farm to Market Road 521.

(2)To receive testimony or evidence for and against the adoption of an amendment to the strategic partnership agreements between the City of Missouri City and Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, respectively, for the purpose of authorizing a limited purpose annexation for the provision of fire protection services. Copies of the proposed amendments to the strategic partnership agreements may be obtained prior to the hearing from the City Secretary's office, City of Missouri City, 1522 Texas Parkway, Missouri City, Texas, (281) 403-8686. All residents and taxpayers of the City of Missouri City, Texas, Sienna Plantation Municipal Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, and other interested persons are hereby invited to attend these and all other meetings of the City Council.





## City of Missouri City

# NOTICE OF PUBLIC HEARINGS

**Location/Date:** The City Council of the City of Missouri City will hold a public hearing on Monday, September 28, 2020, in the City Council Chamber—2nd Floor, City Hall Building, 1522 Texas Parkway, Missouri City, Texas at 6:00 p.m. Due to the current state of disaster, the hearings may take place by conference call or by another mechanism, as authorized by the Texas governor. Please monitor [www.missouricitytx.gov](http://www.missouricitytx.gov) for additional information.

**Purposes:**

**(1)** To receive comments for and against the annexation for the limited purpose of providing fire protection services in Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, which are generally located north and west of the Sienna Point residential subdivision, south of Steep Bank Trace, east of the Brazos River, and west of Farm to Market Road 521.

**(2)** To receive testimony or evidence for and against the adoption of an amendment to the strategic partnership agreements between the City of Missouri City and Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, respectively, for the purpose of authorizing a limited purpose annexation for the provision of fire protection services. Copies of the proposed amendments to the strategic partnership agreements may be obtained prior to the hearing from the City Secretary's office, City of Missouri City, 1522 Texas Parkway, Missouri City, Texas, (281) 403-8686. All residents and taxpayers of the City of Missouri City, Texas, Sienna Plantation Municipal Sienna Plantation Municipal Utility Districts 1, 4, 5, 6, and 7, and other interested persons are hereby invited to attend these and all other meetings of the City Council.





## CITY COUNCIL MEETING AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(b) Ordinance: Council use of resources  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

On or about July 6, 2020, Councilmember Boney requested an ordinance regulating City Council's use of City resources. The text of the proposed ordinance was presented on September 8, 2020, for City Council discussion.

### BACKGROUND

Section 3.11 of the City of Missouri City Charter authorizes a councilmember to offer an ordinance that the councilmember desires after it has been approved by the attorney for the city as to form and has been placed on the agenda of a regular council meeting.

The proposed ordinance provides the following:

- A prohibition on Councilmembers and appointed officials from granting or influencing the granting of any special consideration, advantage or favor to any person when acting in the official's official capacity;
- A prohibition on Councilmembers and appointed officials from making or using staff, vehicles, equipment, materials or property of the city in a manner that could violate V.T.C.A., Penal Code § 39.02(a)(2); and
- Establishes an ethics commission of seven members to review complaints against Councilmembers and appointed officials.

### BUDGET ANALYSIS

Funds may be required for the designation of an investigating attorney for the proposed ethics commission.

### SUPPORTING MATERIALS

1. Proposed ordinance

### STAFF'S RECOMMENDATION

**ACTION IS DISCRETIONARY:** This matter is fully within the discretion of the City Council.

**Director Approval:** E. Joyce Iyamu, City Attorney

ORDINANCE NO. O-20-\_\_

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS; AMENDING CHAPTER 2, ADMINISTRATION, OF THE MISSOURI CITY CODE; PROVIDING RULES OF ETHICS FOR THE MAYOR, COUNCILMEMBERS, THE CITY MANAGER, THE CITY ATTORNEY, AND THE CITY SECRETARY; ESTABLISHING AN ETHICS COMMISSION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

\* \* \* \* \*

WHEREAS, Section 3.11 of the City of Missouri City Charter authorizes a councilmember to offer an ordinance that the councilmember desires after it has been approved by the attorney for the city as to form and has been placed on the agenda of a regular council meeting; and

WHEREAS, a councilmember offers the following resolution to address certain complaints against the mayor, councilmembers, the city manager, the city attorney, and the city secretary; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to consider the proposed ordinance and amend the Missouri City Code as set forth herein; and

WHEREAS, such action furthers Strategic Plan 2019 Goal No. 4 by developing a high performance city team; now therefore,

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

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

Section 2. The Missouri City Code is hereby amended by adding a new Division 4 of Article II of Chapter 2 thereof to provide as follows:

**“CHAPTER 2 – ADMINISTRATION**

• • •

**ARTICLE II. - CITY COUNCIL**

• • •

**DIVISION 4. - ETHICS**

## **Sec. 2-101. - Legislative findings.**

It is found and declared that accepting a position as a city official carries with it the acceptance of trust that the city official will work to further the public interest. Maintaining that public trust is critical to the continued operation of good government. To preserve this public trust, there are five principles to which city officials should adhere:

- (1) A city official should represent and work towards the public interest and not towards private or personal interests;
- (2) A city official should accept and maintain the public trust by preserving and enhancing the public's confidence in their public officials through the city official's conduct;
- (3) A city official should exercise leadership, particularly in the form of consistently demonstrating behavior that reflects the public trust;
- (4) A city official should recognize the proper role of all government bodies and the relationships between the various government bodies; and
- (5) A city official should always demonstrate respect for others.

## **Sec. 2-102. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City official* means the mayor, each member of the city council, the city manager, the city attorney, and the city secretary.

*Ethics commission* means the commission established in article III, division 5 of this chapter.

*Investigating attorney* means a licensed attorney, who is not a city employee, who is appointed by the ethics commission with the authorization of the city council, and who shall be responsible for processing a complaint in the manner set forth in this division.

*Official duties* means all powers of the city vested in the council, except as otherwise provided by law or the city Charter.

## **Sec. 2-103. - Standards of conduct.**

No city official shall:

- (1) While acting in his official capacity, grant or influence the granting of any special consideration, advantage or favor to any person beyond that which is:
  - a. The general practice to grant or make available to the public at large;
  - b. The general practice in assisting other governmental entities;
  - c. The general practice in aiding or promoting the economic development of the city; or
  - d. Authorized through a variance, special exception or other similar exception provided for in this code or by law;
- (2) Make use of staff, vehicles, equipment, materials or property of the city except in the course of his official duties, or engage in conduct that could violate V.T.C.A., Penal Code § 39.02(a)(2); or
- (3) Fail to respond to a request for information or documentation by the ethics commission or the investigating attorney acting on behalf of the ethics commission, when the requested information is relevant to the ongoing investigation.

#### **Sec. 2-104. - Reporting of ethics violations.**

Any person who believes that a violation of any portion of the division has occurred may file a written complaint with the ethics commission by submission of such complaint to the city secretary. Nothing in this division shall be construed to prevent complainants from instituting direct legal action through the appropriate administrative or judicial means. Furthermore, no complaint shall be accepted or processed if the alleged violation occurred more than four years prior to the filing of the complaint.

#### **Sec. 2-105. - Processing and investigating a complaint.**

- (a) *Authority and designation of investigatory attorney.* The ethics commission shall have the primary responsibility for investigations under this division. On an annual basis, the ethics commission shall, with the authorization of the city council, designate an investigating attorney to process complaints.
- (b) *Preliminary meeting.* The investigating attorney shall investigate a complaint and within fifteen (15) days of assignment, shall submit a preliminary analysis and recommendation to the ethics commission. The ethics commission shall review each complaint in a closed executive session before conducting a hearing to determine whether the complaint is in proper form and alleges sufficient facts to constitute a prima facie violation of a provision of this division or a state law. The investigating attorney shall make one of the following recommendations, setting

forth the reasons for the recommendation both orally and in writing, to the ethics commission:

- (1) Enforcement shall not be taken and the complaint should be dismissed;
  - (2) A determination hearing should be held, in which event, the investigating attorney shall prepare a probable cause report, which shall contain a summary of law, facts, and evidence gathered during the investigation; or
  - (3) The complaint should be referred to another agency, in which event, if the ethics commission concurs with this recommendation, the ethics commission shall direct the investigating attorney to refer the information to the appropriate agency and the ethics commission shall take no further action.
- (c) *Evidence.* Evidence may include exculpatory and mitigating information, of which the investigating attorney has knowledge, as well as records, hearsay, including declarations of investigators or others relating to the statements of witnesses or concerning the examination of physical evidence. The ethics commission shall receive and consider testimony of the complainant, the city official, and other relevant witnesses.
- (d) *Ethics commission authority.* The ethics commission is not bound by the recommendation of the investigating attorney, and may vote to dismiss the complaint, set the complaint for a determination hearing, or refer the complaint to another agency, regardless of the investigating attorney's recommendation.
- (e) *Dismissal.* In determining whether to dismiss a complaint, the ethics commission shall consider the following:
- (1) Frivolous complaint. The ethics commission shall dismiss a complaint that it determines is frivolous. In determining whether a complaint is frivolous, the ethics commission shall consider the following factors:
    - a. Whether the complaint is made in bad faith;
    - b. Whether the complaint is brought for the purpose of harassment;
    - c. Whether the complaint has any basis in fact or law;
    - d. The timing of the complaint with respect to when the facts supporting the alleged violation become known or should have become known to the complainant, and with respect to the date of any pending election in which the city official is a candidate or is involved with a candidacy, if any;
    - e. The existence and nature of any relationship between the city official and the complainant before the complaint was filed;

- f. Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and
  - g. Any evidence of the complainant's motives in filing the complaint.
- (2) Ex parte communications. The ethics commission may dismiss a complaint if the complainant engages in an improper ex parte communication with a member of the ethics commission. An improper ex parte communication for purposes of this subsection is one made outside of a meeting of the ethics commission.
- (3) Refusal to cooperate. The ethics commission may dismiss a complaint if it determines that the complainant refuses to cooperate in the investigation or refuses to provide requested information to the ethics commission or to the investigating attorney in a timely manner.
- (f) *Other actions.* A determination by the ethics commission to dismiss a complaint shall not prevent any other agency from initiating other enforcement actions based on the same allegations and facts.
- (g) *Determination hearing.* A determination hearing shall be conducted on or within fifteen (15) days of the date the investigatory attorney submits a preliminary analysis and recommendation to the ethics commission. The ethics commission shall adopt procedural rules governing the conduct of a determination hearing consistent with this section. At the determination hearing:
- (1) The investigating attorney shall present relevant evidence and testimony;
  - (2) The city official shall be entitled to present relevant evidence and testimony; and
  - (3) The complainant shall be entitled to address the ethics commission.
- (h) *Rebuttal.* The city official under investigation or the official's representative shall have at least seven days to examine all documents and records to be used at the hearing before the date of the hearing. Such official or the official's representative may use such records during the hearing and may bring witnesses and question or refute any testimony or evidence.
- (i) *Recommendation.* The ethics commission may recommend one of the following to the city council, as appropriate:
- (1) A letter of notification to the city official advising the official of the steps to be taken to avoid further violations if the ethics commission finds that the violation is clearly unintentional;

- (2) A letter of admonition to the city official if the ethics commission finds that the violation is minor or may have been unintentional, but calls for a more substantial response than a letter of notification;
- (3) A letter of reprimand if the ethics commission finds that a violation has been committed intentionally or through disregard of this article;
- (4) A letter of censure if the ethics commission finds that a serious or repeated violation of this division has been committed intentionally or through culpable disregard of this division by a city official; or
- (5) A referral to appropriate authorities for a violation of a state law.

(j) *Report to council.* If the ethics commission finds merit to a reported violation of this division, the ethics commission will, at the next regular meeting of the city council after the determination hearing, report its findings and recommendation for disposition to the city council. Such report must be in writing and signed by the presiding officer of the ethics commission. After receiving the report, the city council shall review the same and take appropriate action as determined by the city council.

**Sec. 2-106. - Penalties.**

(a) Except where otherwise provided by law, it is not the intent of this division that violations of this division be subject to criminal penalties.

**Sec. 2-107. – Records.**

Any record submitted to the ethics commission or issued by the ethics commission shall be provided to the city secretary’s office.

**Sec. 2-108. - Distribution of and training in the code of ethics.**

Within 30 days after taking an oath of office, every new city official shall be furnished a written copy of this division. The failure of any city official to receive a copy of this division shall have no effect on that city official’s duty to comply with this division or on the enforcement of the provisions of this division. This division shall be posted on the city's webpage.”

Section 3. The Missouri City Code is hereby amended by adding a new Division 5 of Article III of Chapter 2 thereof to provide as follows:

**“CHAPTER 2 – ADMINISTRATION**  
 . . .  
**ARTICLE III. – BOARDS, COMMITTEES, AND COMMISSIONS**  
 . . .  
**DIVISION 5. – ETHICS COMMISSION**

**Sec. 2-171. - Established; composition; term of members.**

- (a) The ethics commission is hereby established. The ethics commission shall consist of seven (7) members, all of whom shall reside in the city, appointed by the city council. Each commissioner shall be assigned a position and shall be designated, Commissioner Number 1 through Commissioner Number 7, as applicable. The members of the commission shall serve at the pleasure of the city council and shall be subject to removal or replacement by the city council with cause, including, but not limited to ineligibility as described in subsection (b) of this section. A vacancy on said commission shall be filled by the city council for the unexpired term of such position. The members of the ethics commission shall serve without compensation. Except as provided herein, members of the ethics commission will be appointed for staggered three year terms, and will serve until their respective successors are appointed. The terms of the even numbered positions of the ethics commission appointed in 2020 shall expire on June 30, 2022. The terms of all positions shall expire on June 30 of the applicable expiration year.
  
- (b) A person is ineligible to serve on the ethics commission if the person meets one of the following conditions:
  - (1) has any conviction for a Class B misdemeanor or higher or a conviction for a crime of moral turpitude;
  - (2) within the three years prior to appointment was:
    - a. A city official or employee of the City;
    - b. A campaign treasurer, campaign manager, officer or other policy or decision-maker for the campaign of any candidate elected to city council while that candidate is in office;
    - c. A donor to the campaign of any city official;
    - d. A campaign treasurer, campaign manager, officer or other policy or decision-maker for any political action committee as defined in the V.T.C.A. Texas Election Code; or
    - e. A member of any City board or commission other than the ethics commission.

**Sec. 2-172. - Organization; rules and regulations.**

The ethics commission will elect from its membership its chairperson on an annual basis and will promulgate its own rules and regulations as to its forms and procedures. All records of the commission shall be submitted to and maintained by the city secretary.

**Sec. 2-173. - Authority and duties.**

- (a) *Generally.* The ethics commission shall act as authorized by division 4, article II, of this chapter.

(b) *Review and make recommendations.* The commission shall meet at least once a year to review this division and may make recommendations to the city council.”

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

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(a) Consider a resolution authorizing the submission of grant application through The Texas Parks and Wildlife Department.  
**Submitted by:** Jason S. Mangum, Parks & Recreation Director

### SYNOPSIS

The Parks and Recreation Department is pursuing a grant opportunity through Texas Parks and Wildlife Department which requires an authorizing resolution. The resolution must contain an authorization for application submission, designate a project official and be physically signed and dated.

### STRATEGIC PLAN 2020 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The Parks and Recreation Department is in the process of applying for a Community Outdoor Outreach Program (CO-OP) Grant through Texas Parks and Wildlife which requires a signed and dated resolution that must contain an authorization for application submission and designate a project official. CO-OP program grants provide funding to tax-exempt organizations for programming that engages under-represented populations in TPWD mission-oriented outdoor recreation, conservation, and environmental education activities. This program builds relationships with non-traditional constituencies who have been underrepresented in Texas Parks & Wildlife Department activities and programs. The CO-OP Grant is a non-matching reimbursable grant for outdoor recreation and programming.

This grant will provide the City the opportunity to enhance the outdoor recreation programs the department currently provides such as archery and fishing, by creating new opportunities for outdoor recreation and education such as kayaking, geocaching, family camping and outdoor skills clinics. The Parks Board issued a positive recommendation to City Council for the pursuit of the CO-OP Grant with Texas Parks and Wildlife at the October 1, 2020 meeting.

### BUDGET/FISCAL ANALYSIS

This grant is a non-matching reimbursement grant, meaning that until awarded no funds are required at this time. If awarded, a budget amendment will be requested for the total amount requested in the grant application of \$28,076. The funds requested from TPWD that would be reimbursable would amount to \$15,209 and the City's contribution of \$12,867 would primarily consist of personnel and equipment costs already approved in the current operating budget for this fiscal year.

**Purchasing Review:** N/A

**Financial/Budget Review:** *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

**SUPPORTING MATERIALS**

1. Resolution
2. Texas Parks and Wildlife CO-OP Grant Budget

**STAFF'S RECOMMENDATION**

Staff recommends approval of this resolution.

**Director Approval: Jason S. Mangum, CPRE**

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

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE COMMUNITY OUTDOOR OUTREACH PROGRAM TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT TO FUND OUTDOOR RECREATION AND EDUCATION PROGRAMS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

\* \* \* \* \*

WHEREAS, the Texas Parks and Wildlife Department (“TPWD”) is awarding Community Outdoor Outreach Program (“CO-OP”) grants to provide funding to tax-exempt organizations for programming that engages under-represented populations in TPWD mission-oriented outdoor recreation, conservation, and environmental education activities; and

WHEREAS, the City Council finds that the enhancement of outdoor recreation programs currently provided by the Missouri City Parks and Recreation Department, such as archery and fishing, as well as the creation of new opportunities for outdoor recreation and education programs such as kayaking, geocaching, family camping and educational courses and clinics, is in the best interest of the residents of Missouri City; and

WHEREAS, the City Council of the City of Missouri City desires to apply to the TPWD for a CO-OP grant to further such goals; and

WHEREAS, the City of Missouri City (“City”) agrees to participate in any audit, grant monitoring, or reporting required by the CO-OP; and

WHEREAS, the City desires to designate the City Manager as the City’s authorized official to accept, reject, alter or terminate the grant on behalf of the City and the Recreation Superintendent as the City’s project official for making application for such grant; now therefore,

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

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

Section 2. The City Council of the City of Missouri City approves the submission of the Community Outdoor Outreach Program grant application to the Texas Parks and Wildlife Department, to fund outdoor recreation and education programs.

Section 3. The City Council of the City of Missouri City hereby designates the City Manager as the City of Missouri City’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of Missouri City.

Section 4. The City Council of the City of Missouri City hereby designates the Recreation Superintendent as the City of Missouri City's project official in relation to the grant.

PASSED, APPROVED and ADOPTED this 19<sup>th</sup> day of October, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Project Budget Details

City of Missouri City

COOP-2021-Missouri City-00004

### Project Cost Summary and Budget Narrative

Do you charge a program or a membership fee to participate in this proposed project?

Yes  No

If yes, explain the cost breakout and what specific budget items those fees are used to support. CO- OP prefers grant funded programs to be free or low cost to program participants. (4000 characters or less) Missouri City offers a low-cost summer day camp for children ages 5-12 that primarily serves non-Anglo youth from the local community. The fee is \$125 per child for the 40 hour week, which is just over \$3 per hour. In 2020 our summer camp demographics were 96% non-Anglo participants and 40% female participants, so offering these programs as part of the core summer camp curriculum aligns with the grant's intended purpose of introducing outdoor recreation and educational opportunities to underrepresented populations. Our retention rate from week to week is historically 75-80% for summer camp participants, so by providing the youth workshop as a skill development series through the summer day camp season we will be able to introduce outdoor skills and opportunities to the population of users that have historically been unaware of or unable to pursue while also building their competence, familiarity and desire to progress. We currently offer Introduction to Archery , Explore Archery and JOAD as fee based programs. The fee for a 5 week Archery class is currently \$60 per student, which offsets the cost of having two certified staff instructors who teach the class and handle administration of the program.

If awarded this grant, NEW beginner or introductory level programs can be offered at no to low cost depending on the activity to increase awareness within the community, and as skill levels progress and more specialized training becomes necessary, fees may be introduced to help offset the costs of the more advanced instruction or necessary certifications so that users can advance towards mastery of the skill or experience. Some activities will require minimal fees to ensure that registrants actually attend the program when spots are limited. Many of the requested funds for fees are to allow Missouri City staff to attain appropriate training and certifications that will allow the department to offer lower cost staff-led programs in lieu of hiring outside instructors that would require fees to offset the cost of instructor fees and payments.

### Itemized Budget

Provide your budget for the proposed project which must be supported by your narrative. General categories such as "kayaking supplies" and "fishing supplies" are allowed, but provide examples of items in these categories in the Budget Summary section below. Do not use "Program Supplies" or "Education Supplies" categories as they are too broad.

## Project Budget Details

City of Missouri City

COOP-2021-Missouri City-00004

Requested funding will be disallowed for any ineligible items listed in your budget. For additional guidelines on eligible items, please refer to the budget portion of the [CO-OP Program Guidance](#) and see the [Sample Budget](#). You must complete the table on this page for your application, but you can use the [Budget Template](#) for planning purposes.

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	<i>For TPWD use only</i>	
						Approved TPWD Cost	Approved Total Cost
<b>PROJECT COSTS</b>							
<b>Personnel and Fringe</b>			<b>\$10,056.00</b>	<b>\$0</b>	<b>\$10,056.00</b>	<b>\$0</b>	<b>\$10,056.00</b>
Program Director - Recreation Superintendent (hours)	50	\$32.55	\$1,627.50	\$0	\$1,627.50		\$1,627.50
Program Coordinator - Recreation Manager (hours)	150	\$28.55	\$4,282.50	\$0	\$4,282.50		\$4,282.50
Recreation Specialist (hours)	150	\$24.76	\$3,714.00	\$0	\$3,714.00		\$3,714.00
Seasonal PT program staff (2) (2 hours/week x9 weeks)	36	\$12.00	\$432.00	\$0	\$432.00		\$432.00

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
<b>PROJECT COSTS</b>							
<b>Food/Travel</b>			<b>\$1,145.00</b>	<b>\$0</b>	<b>\$1,145.00</b>	<b>\$0</b>	<b>\$1,145.00</b>
Mileage	250	\$0.58	\$145.00		\$145.00		\$145.00
Family Campout Food (50 participants X 2 events X \$10/per)	100	\$10.00	\$1,000.00		\$1,000.00		\$1,000.00
					\$0		\$0

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
<b>PROJECT COSTS</b>							
<b>Fees (Park, Program, Housing, Liability Insurance, Training)</b>			<b>\$1,200.00</b>	<b>\$5,120.00</b>	<b>\$6,320.00</b>	<b>\$0</b>	<b>\$1,200.00</b>
NOLS Wilderness First Aid training (3 staff)	3	\$300.00		\$900.00	\$900.00		\$0
ACA Kayak Level 1 Instructor Certification Workshop	2	\$450.00		\$900.00	\$900.00		\$0

**Project Budget Details**

**City of Missouri City**

**COOP-2021-Missouri City-00004**

First Aid/CPR/AED Training and Certification	6	\$200.00	\$1,200.00		\$1,200.00		\$1,200.00
Liability Insurance (25% of annual premium)	.25	\$6,000.00		\$1,500.00	\$1,500.00		\$0
Project Wild Workshop Fee	2	\$35.00		\$70.00	\$70.00		\$0
Texas Outdoor Families trip fees (2 trips X \$25 per campsite X 20 families and deposits)	2	\$600.00		\$1,200.00	\$1,200.00		\$0
Becoming an Outdoor Woman training	1	\$300.00		\$300.00	\$300.00		\$0
Texas Master Naturalist course	2	\$125.00		\$250.00	\$250.00		\$0

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
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**PROJECT COSTS**

<b>Service Project</b>			<b>\$466.30</b>	<b>\$0</b>	<b>\$466.30</b>	<b>\$0</b>	<b>\$466.30</b>
Gloves (25 pack)	4	\$43.84	\$175.36		\$175.36		\$175.36
Trashbags (100 count)	4	\$30.26	\$121.04		\$121.04		\$121.04
Trash Picker (20 count)	10	\$16.99	\$169.90		\$169.90		\$169.90

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
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**PROJECT COSTS**

<b>Supplies</b>			<b>\$0</b>	<b>\$10,089.46</b>	<b>\$10,089.46</b>	<b>\$0</b>	<b>\$0</b>
<b>Item</b>	<b>Activity</b>						
					\$0		\$0
					\$0		\$0
					\$0		\$0
					\$0		\$0
Tarps	Camping	16	\$14.99		\$239.84	\$239.84	\$0
Stakes	Camping	64	\$1.00		\$64.00	\$64.00	\$0
Lanterns/Flashlight	Camping	20	\$29.99		\$599.80	\$599.80	\$0
					\$0		\$0
Equipment	Other	16	\$79.99		\$1,279.84	\$1,279.84	\$0

## Project Budget Details

City of Missouri City

COOP-2021-Missouri City-00004

Storage Containers							
Coolers	Outdoor Cooking	2	\$89.99	\$179.98	\$179.98		\$0
Tables	Outdoor Cooking	2	\$49.99	\$99.98	\$99.98		\$0
Camp Stoves	Outdoor Cooking	2	\$79.95	\$159.90	\$159.90		\$0
Dutch Oven - 8 quart	Outdoor Cooking	2	\$71.99	\$143.98	\$143.98		\$0
Dutch Oven - 4 quart	Outdoor Cooking	2	\$44.99	\$89.98	\$89.98		\$0
Outdoor Cookware Sets	Outdoor Cooking	2	\$39.99	\$79.98	\$79.98		\$0
Outdoor Cooking Utensil Kits	Outdoor Cooking	4	\$29.99	\$119.96	\$119.96		\$0
Refillable Propane Cylinder Kit	Outdoor Cooking	4	\$33.49	\$133.96	\$133.96		\$0
Fishing Rod/Reels	Fishing/Angling	10	\$39.99	\$399.90	\$399.90		\$0
Freshwater Tackle Kits	Fishing/Angling	10	\$29.99	\$299.90	\$299.90		\$0
Enclosed 7X14 Trailer	Other	1	\$4,599.00	\$4,599.00	\$4,599.00		\$0
					\$0		\$0
					\$0		\$0
Handheld GPS Units	Orienteering/Geocaching	8	\$90.56	\$724.48	\$724.48		\$0
Geocache Camp Starter Kits	Orienteering/Geocaching	2	\$99.99	\$199.98	\$199.98		\$0
Heavy duty workbench and 5 shelf unit for trailer	Other	1	\$675.00	\$675.00	\$675.00		\$0

	<b>Grantee</b>	<b>TPWD Cost</b>	<b>Total Cost</b>	<b>Approved</b>	<b>Approved</b>
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## Project Budget Details

City of Missouri City

COOP-2021-Missouri City-00004

	Cost		TPWD Cost	Total Cost
TOTAL PROJECT COST	\$12,867	\$15,209	\$28,076	
TOTAL GRANT FUNDS REQUESTED		\$15,209		
TOTAL GRANT FUNDS APPROVED		\$0		

### Budget Summary

Include any additional clarification on budget items you feel necessary to explain your budget. If using general categories such as "kayaking supplies," "fishing supplies," etc., please provide examples for these purchases in this section to further clarify your needs. (4000 characters or less)

TPWD Staff - Itemized Budget Notes: *For TPWD use only*



# CITY COUNCIL AGENDA ITEM COVER MEMO

October 19, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(b) TXDOT CIOT Grant  
**Submitted by:** Rachel Murray, Program Coordinator

## SYNOPSIS

The Police Department is seeking funding via the Texas Department of Transportation to increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the enforcement period.

## STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

## BACKGROUND

The Missouri City Police Department has a goal of increasing effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. The department is requesting this grant to fund overtime for officers to work during a two week period from November 13, 2020 – December 02, 2020.

## BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2021 Funds Budgeted	FY2021 Funds Available	Amount Requested
Budget/Patrol Overtime	101-51004-13-128	Expense	\$255,525	\$255,525	\$6,187.50
Budget/TxDOT CIOT Grant		Reimbursement			\$4,950.00

- The requested amount of the grant is \$4,950 with a 20% match totaling \$1,237.50 which comes from fringe benefits.

**Purchasing Review:** N/A

**Financial/Budget Review:** *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

## SUPPORTING MATERIALS

1. Resolution

**STAFF'S RECOMMENDATION**

Staff recommends approval.

**Director Approval: Mike Berezin, Police Chief**

**Assistant City Manager/  
City Manager Approval: Odis Jones, City Manager**

**RESOLUTION NO. R-20-\_\_**

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

\* \* \* \* \*

WHEREAS, the Texas Department of Transportation has determined that high visibility enforcement of traffic laws, including those related to vehicle occupant protection, is a strategy to reduce the number of traffic injuries and fatalities; and

WHEREAS, the Texas Department of Transportation expects to make available to the City of Missouri City (the "City") approximately \$4,950 in funds dedicated to reduce the number of traffic injuries and fatalities; and

WHEREAS, the City Council of the City of Missouri City desires to authorize the submission of an application, including all understandings and assurances contained therein, to the Texas Department of Transportation for a Selective Traffic Enforcement Program "Click it or Ticket" ("STEP—CIOT") grant to support overtime activities by the City's law enforcement agency to increase occupant restraint use in all passenger vehicles and trucks by conducting an occupant protection enforcement and public information and education effort during a designated enforcement period; and

WHEREAS, the City Council of the City of Missouri City desires to allow for certain proposed modifications to the Texas Department of Transportation's terms and conditions; and

WHEREAS, the City Council of the City of Missouri City desires to designate the City Manager as the City of Missouri City's authorized representative for purposes of submitting such application, to act in connection with the application and to provide any additional information that may be required and to designate the Police Recognition and Compliance Program Coordinator as the City of Missouri City's authorized project manager; and

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

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

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

Section 2. The City Council of the City of Missouri City authorizes the submission of the STEP—CIOT grant application, including all understandings and assurances contained therein, to the Texas Department of Transportation for overtime activities by law enforcement to reduce the incidence of traffic injuries and fatalities.

Section 3. The City Council of the City of Missouri City authorizes certain proposed modifications to the Texas Department of Transportation’s terms and conditions.

Section 4. The City Council of the City of Missouri City hereby designates the City Manager as the City’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City, to act in connection with the application and to provide any additional information that may be required.

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

PASSED, APPROVED and ADOPTED this 19<sup>th</sup> day of October, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Council Agenda Item  
October 19, 2020**

**12. CITY COUNCIL ANNOUNCEMENTS**

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

**13. CLOSED EXECUTIVE SESSION**

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

**14. RECONVENE**

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

**15. ADJOURN**

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