



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting via Video/Telephone Conference call (pursuant to Texas Government Code, Section 551.125)

**Richmond, Texas 77406**

Monday, March 8, 2021 at 4:30 P.M.

Join Zoom Meeting

<https://zoom.us/j/96617893821>

Meeting ID: 966 1789 3821

One tap mobile

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Meeting ID: 966 1789 3821

Find your local number: <https://zoom.us/u/acz3tQxt3R>

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

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**In compliance with the recommendations of the CDC and other governmental agencies, to limit meetings to less than ten persons to limit the spread of the COVID-19 virus, members of the public will not be permitted to attend the meeting in person. However, members of the public may submit comments to the City Commission in any of the following ways: 1) emailing the City Secretary at [lscarlato@ci.richmond.tx.us](mailto:lscarlato@ci.richmond.tx.us); 2) delivering written comments to City Hall drop box prior to the meeting; or 3) by notifying the City Secretary in advance that they**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

City Commission Special Meeting Agenda

March 8, 2021

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**wish to be contacted by phone at 281-342-5456 option 2 during the meeting in order to make their comments during the comments from the audience for Agenda Items portion of the meeting.**

### **AGENDA**

- A1. Call to Order, Quorum Determined and Meeting Declared Open.
- A2. Review and consider taking action on Ordinance No. 2021-01, calling a general election to elect Positions 1 and 3 on May 1, 2021.
- A3. Review and consider taking action on Resolution No. 356-2021, Joint Election Agreement and Contract for Election Services with Fort Bend County.
- A4. Review and discuss proposed legislation creating Fort Bend County Municipal Utility District No. 251.
- A5. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.072 – for purpose of deliberating regarding real property on any or all subjects or matters authorized by law.

### **NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 504 for needed accommodations.

If you have any questions, please let me know.  
Terri Vela

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, March 8, 2021 at 4:30 p.m.

A1. Call to Order, Quorum Determined, Meeting Declared Open.



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, March 8, 2021 at 4:30 p.m.

- A2. Review and consider taking action on Ordinance No. 2021-01, calling a general election to elect Positions 1 and 3 on May1, 2021.



## ORDINANCE NO. 2021-01

**AN ORDINANCE OF THE CITY OF RICHMOND, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR POSITION 1 AND A COMMISSIONER FOR POSITION 3 EACH FOR A TERM OF OFFICE FROM 2021 TO 2024; PROVIDING FOR A JOINT ELECTION ON MAY 1, 2021, WITH OTHER ENTITIES CONTRACTING WITH FORT BEND COUNTY FOR THIS JOINT ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

WHEREAS, the City Commission of the City of Richmond, Texas (the “City”) has determined that a general election should be held in the City for the purpose of electing a Mayor at-large from the City; and

WHEREAS, the City Commission wishes to proceed with ordering such election and the City Commission has determined that holding such election on a uniform election date is in the public interest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:

Section 1. That a general municipal election is hereby called and ordered for the 1<sup>ST</sup> day of May, 2021, at which election all qualified voters residing within the corporate limits of the City of Richmond may vote for the purpose of electing a Commissioner for Position 1 and a Commissioner for Position 3 each for a full three-year term. Said election shall be held in accordance with the Texas Election Code.

Section 2. That for the general election called and ordered for the purpose of electing a Commissioner for Position 1 and a Commissioner for Position 3, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Richmond precinct in Fort Bend County shall be designated by the Fort Bend County Elections Administrator; and such election officials shall conduct the City’s general election in accordance with a “Joint Election Agreement and Contract” to be approved and entered into. The Fort Bend County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies for all City precincts. The official mailing address of the Fort Bend County Elections Administrator is 301 Jackson

Street, Richmond, Texas 77469, and the physical address is 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471. Voting at such election shall be upon the EVS 6020 voting system by Election Systems & Software.

Section 3. That the polling places for the voting precincts in the City of Richmond shall be at the locations as set forth in Exhibit A, attached hereto and made a part hereof, and shall include the Water Maintenance Facility, 108 N. 8<sup>th</sup> Street, Richmond.

Section 4. That the polls of each of the polling places on election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. That early voting by personal appearance shall be at the locations, dates, and times as set forth in Exhibit B, attached hereto and made a part hereof, and shall include the Water Maintenance Facility, 108 N. 8<sup>th</sup> Street, Richmond. Exhibit B may be automatically modified without the necessity of further action of the City Commission to include additional or different early voting locations, dates, and times designated by the Fort Bend County Elections Administrator to conform to the Joint Election Agreement and Contract.

Section 6. Early voting by personal appearance shall be by the EVS 6020 voting system by Election Systems & Software. Early voting by mail shall be by paper ballot processed through the EVS 6020 voting system by Election Systems & Software by an Early Voting Ballot Board.

Section 7. The Fort Bend County Elections Administrator shall receive applications for ballots to be voted by mail until the close of business on Tuesday, April 20, 2021. Requests for applications should be delivered in person to 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; mailed to the Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; or faxed to 281-341-4418.

Section 8. The results shall be canvassed, and the returns shall be declared in accordance with state law.

Section 9. It is further found and determined that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Commission was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed,

considered, and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 10. The Mayor shall have the authority to take, or cause to be taken, all actions reasonable and necessary to ensure that the election is fairly held and returns properly counted and tabulated for the canvass of the election returns by the City Commission in accordance with state law.

Section 11. *Repeal.* Any ordinance or other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 12. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Commission of the City of Richmond, 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 this the 8<sup>th</sup> day of March, 2021.

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Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

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Laura Scarlato, City Secretary

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Gary W. Smith, City Attorney

**Fort Bend County Early Voting Schedule**  
**May 1, 2021 City/School/MUD Election**  
*Programa de votación anticipada del condado de Fort Bend*  
*1 de mayo del 2021 Elección Ciudad / Escuela / MUD*

<b>Early Voting Location</b>	<b>Hours(<i>Horas</i>)</b>			
	Monday-Friday April 19-23, 2021 ( <i>lunes-viernes</i> ) ( <i>abril 19-23, 2021</i> )	Saturday April 24, 2021 ( <i>sábado</i> ) ( <i>abril 24, 2021</i> )	Sunday April 25, 2021 ( <i>domingo</i> ) ( <i>abril 25, 2021</i> )	Monday-Tuesday April 26-27, 2021 ( <i>lunes- martes</i> ) ( <i>abril 26 -27, 2021</i> )
<b>Chasewood Clubhouse</b> 7622 Chasewood Drive, Missouri City				
<b>Cinco Ranch Library</b> 2620 Commercial Center Drive, Katy				
<b>Commonwealth Clubhouse</b> 4330 Knightsbridge Blvd, Sugar Land				
<b>Fort Bend County Road &amp; Bridge</b> 3743 School Street, Needville				
<b>Fort Bend ISD Admin Building</b> 16431 Lexington, Sugar Land				
<b>Jacks Conference Center</b> 3232 Austin Parkway, Sugar Land				
<b>Four Corners Community Center</b> 15700 Old Richmond Rd, Sugar Land				
<b>Fulshear High School</b> 9302 Charger Way, Fulshear				
<b>George Memorial Library</b> 1001 Golfview Dr, Richmond				
<b>Greatwood Community &amp; Rec Center</b> 7225 Greatwood Pkwy, Sugar Land				
<b>Hightower High School</b> 3333 Hurricane Lane, Missouri City	<b>8:00 a.m.</b> To <b>5:00 p.m</b>	<b>8:00 a.m.</b> To <b>5:00 p.m</b>	<b>CLOSED</b> ( <b>Cerrado</b> )	<b>7:00 a.m.</b> To <b>7:00 p.m</b>
<b>James Bowie Middle School</b> 700 Plantation Dr, Richmond				
<b>James Reese Career &amp; Technical Center</b> 12300 University Blvd, Sugar Land				
<b>Kroger's Riverstone (Community Room)</b> 18861 University Blvd, Sugar Land				
<b>Lost Creek Park Conference Center</b> 3703 Lost Creek Blvd, Sugar Land				
<b>Missouri City Community Center</b> 1522 Texas Pkwy, Missouri City				
<b>Quail Valley Fund Office</b> 3603 Glenn Lakes, Missouri City				
<b>Richmond Water Maintenance Facility</b> 110 N. 8 <sup>th</sup> St, Richmond				
<b>Sienna Annex Community Room</b> 5855 Sienna Springs Way, Missouri City				
<b>Stafford City Hall</b> 2610 Main Street, Stafford				
<b>Sugar Land Branch Library</b> 550 Eldridge, Sugar Land				
<b>Sugar Land City Hall</b> 2700 Town Center Blvd, Sugar Land				



<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Beck Jr. High School	Main Room	5200 S Fry Rd	KATY	77450
Bowie Middle School (West Entrance)	Main Hallway by Gym	700 Plantation Dr	RICHMOND	77406
Briarchase Missionary Bapt Church	Fellowship hall	16000 Blue Ridge Rd	MISSOURI CITY	77489
Chasewood Clubhouse	Level 1 (Clubhouse Facility)	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Library	Conference Room	2620 Commercial Center Dr	KATY	77494
Clements High School	Auditorium Lobby	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	main room	4330 Knightsbridge Blvd	SUGAR LAND	77479
Crockett Middle School		19001 Beechnut	RICHMOND, TX	77469
Eagle Heights Church	Clubhouse	16718 West Bellfort	RICHMOND	77407
Fort Bend ISD Admin Building		16431 Lexington	SUGAR LAND	77479
Four Corners Community Center	"Sprint Room"	15700 Old Richmond Rd	SUGAR LAND	77478
Fulshear High School	PAC lobby	9302 Charger Way	FULSHEAR	77441
Garcia Middle School	Gym Area	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	Gym Foyer	6707 FM 1464	RICHMOND	77407
George Memorial Library	Large Meeting Room, 1st Floor	1001 Golfview Dr	RICHMOND	77469
Greatwood Community & Rec Center	Main room	7225 Greatwood Pkway	SUGAR LAND	77479
Hightower High School	Front Lobby	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	Gym	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	Meeting Room	234 Matlage Way	SUGAR LAND	77478
Jacks (First Colony) Conference Center	Main Room	3232 Austin Parkway	SUGAR LAND	77479
James Reese Career & Technical Center	Main Room	12300 University Blvd	SUGAR LAND	77479
Kempner High School	Side hallway thru student parking lot	14777 Voss Rd	SUGAR LAND	77498
Kroger's Riverstone (Community Room)	Community Room	18861 University Blvd	SUGAR LAND	77479
Lake Olympia Marina Clubhouse	Ballroom	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	cafeteria	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	Gymnasium	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Conference Center	Main Room	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	Council Chambers	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Branch Library	Meeting Room	8421 Addicks Clodine Rd	HOUSTON	77083
Missouri City Baptist Church	Multipurpose Building	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	Main Room	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	Main Room	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	Event Space	1570 Rabb Road	FRESNO	77545
Mustang Community Center	Classroom	4521 FM 521	FRESNO	77545
Pinnacle Senior Center	Multi-purpose Room	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	Main Room	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	Board Room	3603 Glenn Lakes	MISSOURI CITY	77459
Richmond Water Maintenance Facility	1st room to the right	110 N. 8th St	RICHMOND	77469
Ridge Point High School	Main Room	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	Main Room	5855 W. Ridgecreek Dr	HOUSTON	77053

<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Ridgemont Early Childhood Ctr	Extended Day Room	5353 Ridge Creek Circle	HOUSTON	77053
Road & Bridge - Needville	Main Room	3743 Schools St	NEEDVILLE	77461
Rosenberg City Hall	Council Chambers	2110 4th St	ROSENBERG	77471
Sartartia Middle School		8125 Homeward Way	SUGAR LAND	77479
Sienna Annex	Community Room	5855 Sienna Springs Way	MISSOURI CITY	77459
Stafford City Hall	Large Conference Room	2610 South Main	STAFFORD	77477
Sugar Lakes Clubhouse	Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	Meeting Room	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	Fellowship Hall	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	Brazos Room 154 and 155	2700 Town Center Blvd North	SUGAR LAND	77479
Thompsons City Hall	Community Center	520 Thompson Oil Field Rd	THOMPSONS	77481
Townwest Towne Hall	Main Room	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	Meeting Room 2	14010 University Blvd	SUGAR LAND	77479



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, March 3, 2021 at 4:30 p.m.

- A3. Review and consider taking action on Resolution No. 356-2021, Joint Election Agreement and Contract for Election Services with Fort Bend County.



**RESOLUTION NO 356-2021**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR A JOINT ELECTION AGREEMENT AND CONTRACT ELECTION SERVICES**

Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions.

The City of Richmond and Fort Bend County desire to enter into an Interlocal Agreement for a joint election agreement and contract election services.

The City Commission of the City of Richmond deems it in the public interest to enter into the Interlocal Agreement with Fort Bend County for a joint election agreement and contract election services; **NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

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

Section 2. The City Commission of the City of Richmond approves the Interlocal Agreement with Fort Bend County for a joint election agreement and contract election services and authorizes the execution of the same, a copy of which is attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective from and after its adoption.

PASSED AND APPROVED on this the 8<sup>th</sup> day of March 2021.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Scarlato, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney

## Exhibit A

THE STATE OF TEXAS  
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Elections Administrator pursuant to Texas Election Code Section 31.092, hereinafter referred to as the "County", and the City of Richmond hereinafter referred to as "Political Subdivision," for a joint May 1, 2021 election pursuant to Texas Election Code Section 271.002 .

*RECITAL*

The City of Richmond is holding a General Election on May 1, 2021 (at the expense of the Political Subdivision) for the purpose of electing members to the City Council.

The County owns the Election Systems & Software EVS 6020 Voting System consisting of the ExpressVote Ballot Marking Device, the ExpressTouch electronic tabulation device, the DS-200 Precinct Tabulator, and the DS-450 Central Scanner and tabulator, which have been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator", shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

The County has adopted a countywide polling place program. Voters who reside in Fort Bend County who wish to participate in this Joint Election may cast a ballot at any polling place open for this election. Voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision and wish to participate in this Joint Election shall be assigned to one Early Voting and one Election Day polling location. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, the County agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 1, 2021 election.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by the County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Richmond as determined by the Human Resources Department of the City of Richmond.

#### V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

If the boundaries of the political subdivision extend into another county, it shall be the responsibility of the political subdivision to request a poll book from the voter registrar of those counties and provide to the Elections Administrator within five calendar days before the start of Early Voting. It shall also be the responsibility of the Political Subdivision to request copies of Ballot by Mail applications from the Early Voting Clerk of those counties. Applications for ballot should be provided the latter of 45 days prior to Election Day, or 5 days after the calling of the election by the governing body of the political subdivision.

#### VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code.



Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing. Political Subdivision shall provide to the Elections Administrator copies of all ballot by mail applications submitted by voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VII. EARLY VOTING BALLOT BOARD

The County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Chase Wilson, Equipment Technician
Presiding Judge:	Robin Heiman, Assistant Elections Administrator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "[www.fortbendvotes.org](http://www.fortbendvotes.org)".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

## IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision and the elections Administrator shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

#### X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

#### XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by the County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

#### XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

#### XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

#### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

#### XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$7,764. The Political Subdivision agrees to pay to the County a deposit of \$4,650 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to the County within ten (10) days of the City's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated

after the May 1, 2021 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to the County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 67th day (February 23, 2021) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 64th day before the election (February 26, 2021) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 60th day before Election Day (March 2, 2021), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code Section 31.092 so authorizing;
- (2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the City of Richmond by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the City of Richmond.

FORT BEND COUNTY

By \_\_\_\_\_  
John Oldham  
Elections Administrator

CITY OF RICHMOND:

By \_\_\_\_\_

<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Beck Jr. High School	Main Room	5200 S Fry Rd	KATY	77450
Bowie Middle School (West Entrance)	Main Hallway by Gym	700 Plantation Dr	RICHMOND	77406
Briarchase Missionary Bapt Church	Fellowship hall	16000 Blue Ridge Rd	MISSOURI CITY	77489
Chasewood Clubhouse	Level 1 (Clubhouse Facility)	7622 Chasewood Dr	MISSOURI CITY	77489
Clements High School	Auditorium Lobby	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	main room	4330 Knightsbridge Blvd	SUGAR LAND	77479
Crockett Middle School		19001 Beechnut	RICHMOND, TX	77469
Eagle Heights Church	Clubhouse	16718 West Bellfort	RICHMOND	77407
Four Corners Community Center	"Sprint Room"	15700 Old Richmond Rd	SUGAR LAND	77478
Fulshear High School	PAC lobby	9302 Charger Way	FULSHEAR	77441
Garcia Middle School	Gym Area	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	Gym Foyer	6707 FM 1464	RICHMOND	77407
George Memorial Library	Large Meeting Room, 1st Floor	1001 Golfview Dr	RICHMOND	77469
Greatwood Community & Rec Center	Main room	7225 Greatwood Pkway	SUGAR LAND	77479
Hightower High School	Front Lobby	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	Gym	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	Meeting Room	234 Matlage Way	SUGAR LAND	77478
Jacks (First Colony) Conference Center	Main Room	3232 Austin Parkway	SUGAR LAND	77479
James Reese Career & Technical Center	Main Room	12300 University Blvd	SUGAR LAND	77479
Kempner High School	Side hallway thru student parking lot	14777 Voss Rd	SUGAR LAND	77498
Kroger's Riverstone (Community Room)	Community Room	18861 University Blvd	SUGAR LAND	77479
Lake Olympia Marina Clubhouse	Ballroom	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	cafeteria	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	Gymnasium	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Conference Center	Main Room	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	Council Chambers	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Branch Library	Meeting Room	8421 Addicks Clodine Rd	HOUSTON	77083
Missouri City Baptist Church	Multipurpose Building	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	Main Room	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	Main Room	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	Event Space	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	Snack Bar	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	Classroom	4521 FM 521	FRESNO	77545
Pinnacle Senior Center	Multi-purpose Room	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	Main Room	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	Board Room	3603 Glenn Lakes	MISSOURI CITY	77459
Richmond Water Maintenance Facility	1st room to the right	110 N. 8th St	RICHMOND	77469
Ridge Point High School	Main Room	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	Main Room	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	Extended Day Room	5353 Ridge Creek Circle	HOUSTON	77053

<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
River Park Recreation Ctr.	Rec Center	5875 Summit Creek Drive	SUGAR LAND	77479
Road & Bridge - Needville	Main Room	3743 Schools St	NEEDVILLE	77461
Rosenberg City Hall	Council Chambers	2110 4th St	ROSENBERG	77471
Sartartia Middle School		8125 Homeward Way	SUGAR LAND	77479
Sienna Annex	Community Room	5855 Sienna Springs Way	MISSOURI CITY	77459
Simonton City Hall	Meeting Room	35011 FM 1093	SIMONTON	77476
Stafford City Hall	Large Conference Room	2610 South Main	STAFFORD	77477
Sugar Lakes Clubhouse	Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	Meeting Room	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	Fellowship Hall	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	Brazos Room 154 and 155	2700 Town Center Blvd North	SUGAR LAND	77479
Thompsons City Hall	Community Center	520 Thompson Oil Field Rd	THOMPSONS	77481
Townwest Towne Hall	Main Room	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	Meeting Room 2	14010 University Blvd	SUGAR LAND	77479

**Fort Bend County Early Voting Schedule**  
**May 1, 2021 Joint Election**  
*Programa de votación anticipada del condado de Fort Bend*  
*1 de mayo del 2021 Elección Conjunta*

<b>Early Voting Location</b>	<b>Hours(<i>Horas</i>)</b>			
	Monday-Friday April 19-23, 2021 ( <i>lunes-viernes</i> ) ( <i>abril 19-23, 2021</i> )	Saturday April 24, 2021 ( <i>sábado</i> ) ( <i>abril 24, 2021</i> )	Sunday April 25, 2021 ( <i>domingo</i> ) ( <i>abril 25, 2021</i> )	Monday-Tuesday April 26-27, 2021 ( <i>lunes- martes</i> ) ( <i>abril 26 -27, 2021</i> )
<b>Beasley City Hall</b> 319 S. 3 <sup>rd</sup> Street, Beasley <b>Chasewood Clubhouse</b> 7622 Chasewood Drive, Missouri City <b>Cinco Ranch Library</b> 2620 Commercial Center Drive, Katy <b>Fort Bend County Road &amp; Bridge</b> 3743 School Street, Needville <b>Fort Bend ISD Admin Building</b> 16431 Lexington, Sugar Land <b>Jacks Conference Center</b> 3232 Austin Parkway, Sugar Land <b>Four Corners Community Center</b> 15700 Old Richmond Rd, Sugar Land <b>Fulshear High School</b> 9302 Charger Way, Fulshear <b>George Memorial Library</b> 1001 Golfview Dr, Richmond <b>Greatwood Community &amp; Rec Center</b> 7225 Greatwood Pkwy, Sugar Land <b>Hightower High School</b> 3333 Hurricane Lane, Missouri City <b>James Bowie Middle School</b> 700 Plantation Dr, Richmond <b>James Reese Career &amp; Technical Center</b> 12300 University Blvd, Sugar Land <b>Kroger’s Riverstone (Community Room)</b> 18861 University Blvd, Sugar Land <b>Lost Creek Park Conference Center</b> 3703 Lost Creek Blvd, Sugar Land <b>Meadows Place City Hall</b> One Troyan Dr, Meadows Place <b>Missouri City Community Center</b> 1522 Texas Pkwy, Missouri City <b>Quail Valley Fund Office</b> 3603 Glenn Lakes, Missouri City <b>Richmond Water Maintenance Facility</b> 110 N. 8 <sup>th</sup> St, Richmond <b>Sartartia Middle School</b> 8125 Homeward Way, Sugar Land <b>Sienna Annex Community Room</b> 5855 Sienna Springs Way, Missouri City <b>Stafford City Hall</b> 2610 Main Street, Stafford <b>Sugar Land Branch Library</b> 550 Eldridge, Sugar Land <b>Sugar Land City Hall</b> 2700 Town Center Blvd, Sugar Land	<b>8:00 a.m.</b> <b>To</b> <b>5:00 p.m</b>	<b>8:00 a.m.</b> <b>To</b> <b>5:00 p.m</b>	<b>CLOSED</b> <b>(Cerrado)</b>	<b>7:00 a.m.</b> <b>To</b> <b>7:00 p.m</b>

**City of Richmond proposed Election Services Contract**  
**Estimate for the conduct of the May 1, 2021 General and Special Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>5,492</u>
2. Number of Precincts	<u>6</u>
3. Number of election day polling places (excluding early voting)	<u>60</u>
4. Number of polling places shared with another entity	<u>60</u>
5. Number of public buildings used as polling places	<u>42</u>
6. Number of early voting stations	<u>25</u>
7. Voting system:	<u>Hybrid</u>

**B. Cost of Election**

						Estimate	Actual					
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)												
	Clerks	x	Rate	x	Hours / Entities							
a. Early voting clerks	<u>1</u>	x	<u>\$13</u>	x	<u>80</u> / <u>2</u>	<u>\$520</u>	<u>        </u>					
Early voting clerks	<u>3</u>	x	<u>\$12</u>	x	<u>80</u> / <u>2</u>	<u>\$1,440</u>	<u>        </u>					
	<u>2</u>	Location(s)	x	Clerks	x	Rate	x	Hours	/	Entities		
b. Election day judges / clerks	<u>1</u>	x	<u>\$13</u>	x	<u>14</u>	/	<u>1</u>				<u>\$364</u>	<u>        </u>
Election day judges / clerks	<u>3</u>	x	<u>\$12</u>	x	<u>14</u>	/	<u>1</u>				<u>\$1,008</u>	<u>        </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)												
a. Clerks and Judges						<u>\$100</u>	<u>        </u>					
3. Election Day Field Techs and Other Temp workers						<u>\$100</u>	<u>        </u>					
4. Elections Administration Dept. Staff overtime (TEC § 31.100(e))						<u>\$350</u>	<u>        </u>					
Subtotal of Labor Cost						<u>\$3,882</u>						
5. FICA & Workers Comp	11.45% x \$3,882 =					<u>\$444</u>	<u>        </u>					
6. Election supplies & equipment												
<b>Early Voting</b>	Quant	x	Cost	/	Entities							
a. Early Voting supply kits	<u>1</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$18</u>	<u>        </u>					
b. Early Voting ExpressVotes	<u>3</u>	x	<u>\$175</u>	/	<u>2</u>	<u>\$263</u>	<u>        </u>					
c. Early Voting ExpressTouch	<u>1</u>	x	<u>\$150</u>	/	<u>2</u>	<u>\$75</u>	<u>        </u>					
d. Early Voting DS-200	<u>1</u>		<u>\$250</u>		<u>2</u>	<u>\$125</u>	<u>        </u>					
e. Wireless Communication (phone & hot	<u>1</u>	x	<u>\$75</u>	/	<u>2</u>	<u>\$38</u>	<u>        </u>					
f. Ballot Stock	<u>1500</u>		<u>\$0</u>		<u>2</u>	<u>\$83</u>	<u>        </u>					
7. <b>Election Day</b>												



g. Election Day supply kits	<u>2</u>	x	<u>\$35</u>	/	<u>1</u>		<u>\$70</u>	
h. Election Day ExpressVotes	<u>0</u>	x	<u>\$175</u>	/	<u>1</u>		<u>\$0</u>	
i. Election Day ExpressTouch	<u>2</u>	x	<u>\$150</u>	/	<u>1</u>		<u>\$300</u>	
j. Election Day DS-200	<u>1</u>		<u>\$250</u>		<u>1</u>		<u>\$250</u>	
k. Wireless Communication (phones & hot)	<u>2</u>	x	<u>\$75</u>	/	<u>1</u>		<u>\$375</u>	
l. Ballot Stock	<u>1000</u>	x	<u>\$0</u>	/	<u>1</u>		<u>\$110</u>	
8. Delivery of Voting Equipment & Supplies								
a. Early Voting & Election Day							<u>\$600</u>	
9. Polling Place Rental								
(TEC § 43.031, 43.033)								
a. Election (number of polling places rented)							<u>\$0</u>	
10. Publication of electronic voting system notices )								
(TEC § 127.096(a))								
a. Election							<u>\$25</u>	
11. Miscellaneous election expenses (itemize)								
a. Ger								
Ballot Layout & Coding							<u>\$300</u>	
Absentee Ballots -Printed & Mailed	<u>75</u>	Ballots		x	<u>\$1</u>		<u>\$75</u>	
Mileage reimbursements							<u>\$25</u>	
Posting of Bond								
Printing of Notices	<u>0</u>	Locations		x	<u>\$3</u>		<u>\$0</u>	
<u>0</u> Pages			x	<u>0</u> Locations		x	<u>\$0.03</u>	
<i>SUBTOTAL</i>							<u>\$7,058</u>	
12. Election Services Contract Administrative Fee						<u>10%</u>		
(TEC § 31.100(d))								
a. Election							<u>\$706</u>	
13. <b>Cost of Joint election</b>							<b>\$7,764</b>	<b></b>



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting

600 Morton Street  
Monday, March 8, 2021 at 4:30 p.m.

- A4. Review and discuss proposed legislation creating Fort Bend County Municipal Utility District No. 251.

# MULLER LAW GROUP

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Direct Fax: (281) 277-8207

Nancy@MullerLawGroup.com

Nancy Kwon Carter  
Member

February 14, 2021

Via U.S. Mail Delivery

The Honorable Greg Abbott  
Office of the Governor  
P.O. Box 12428  
Austin, Texas 78711-2428

The Honorable Lois Kolkhorst  
P.O. Box 12068  
Capitol Station  
Austin, TX 78711

The Honorable Jacey Jetton  
Room E2.716  
P.O. Box 2910  
Austin, TX 78768

Texas Commission on Environmental Quality  
Districts Section, MC 152  
P.O. Box 13087  
Austin, TX 78711-3087

Fort Bend County Commissioners Court  
401 Jackson St.  
Richmond, TX 77469

Richmond City Commission  
402 Morton St.  
Richmond, TX 77469

Re: Proposed legislation creating Fort Bend County Municipal Utility District No. 251

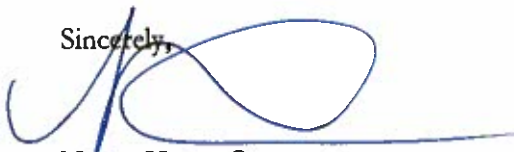
Dear Sir or Madam:

Enclosed please find a copy of the following documents related to proposed legislation to create Fort Bend County Municipal Utility District No. 251. The proposed 234.872 -acre district is located partially within the extraterritorial jurisdiction of the City of Richmond, Texas:

- 1) DRAFT copy of proposed legislation; and
- 2) Copy of Notice of Intent as published in the Fort Bend Herald on February 14, 2021.

Please note that the proposed legislation follows the "MUD Template" previously approved by the Senate Intergovernmental Relations Committee and the House Special Purpose Districts Committee in prior legislative sessions.

Sincerely,



Nancy Kwon Carter

Enclosures

[insert Leg Co. draft #]

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

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

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the Fort Bend County Municipal Utility District No. 251; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose assessments, fees, and taxes.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle F, Title 6, Special District Local Laws Code, is amended by adding Chapter \_\_\_\_\_ to read as follows:

CHAPTER . FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 251

SUBCHAPTER A. GENERAL PROVISIONS

Sec. .001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Director" means a board member.

(4) "District" means the Fort Bend County Municipal Utility District No. 251.

Sec. .002. NATURE OF DISTRICT. The district is a municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. .003. CONFIRMATION AND DIRECTORS' ELECTION REQUIRED. The temporary directors shall hold an election to confirm the creation of the district and to elect five permanent directors as provided by Section 49.102, Water Code.

Sec. .004. CONSENT OF MUNICIPALITY REQUIRED. The temporary directors may not hold an election under Section .003

until each municipality in whose corporate limits or extraterritorial jurisdiction the district is located has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district.

Sec. .005. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a)

The district is created to serve a public purpose and benefit.

(b) The district is created to accomplish the purposes of:

(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. .006. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of

the Act enacting this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative process does not affect the district's:

(1) organization, existence, or validity;

(2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;

(3) right to impose a tax; or

(4) legality or operation.

#### SUBCHAPTER B. BOARD OF DIRECTORS

Sec. .051. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section .052, directors serve

staggered four-year terms.

Sec. .052. TEMPORARY DIRECTORS. (a) The temporary board consists of:

- (1) Adam Baker;
- (2) Justin Waggoner;
- (3) Michael Binick;
- (4) Tyler Horne; and
- (5) Eric Vanderbilt.

.(b) Temporary directors serve until the earlier of:

- (1) the date permanent directors are elected under Section .003; or
- (2) the fourth anniversary of the effective date of the Act enacting this chapter.

(c) If permanent directors have not been elected under Section .003 and the terms of the temporary directors have



expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (d) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section .003; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(d) If Subsection (c) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the petition.

#### SUBCHAPTER C. POWERS AND DUTIES

Sec. .101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. .102. MUNICIPAL UTILITY DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 54, Water Code, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution.

Sec. .103. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. .104. ROAD STANDARDS AND REQUIREMENTS. (a) A road

project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Sec. .105. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCE OR RESOLUTION. The district shall comply with all applicable requirements of any ordinance or resolution that is adopted under

Section 54.016 or 54.0165, Water Code, and that consents to the creation of the district or to the inclusion of land in the district.

Sec. .106. DIVISION OF DISTRICT. (a) The district may be divided into two or more new districts only if the district:

- (1) has no outstanding bonded debt; and
- (2) is not imposing ad valorem taxes.

(b) This chapter applies to any new district created by the division of the district, and a new district has all the powers and duties of the district.

(c) Any new district created by the division of the district may not, at the time the new district is created, contain any land outside the area described by Section 2 of the Act enacting this chapter.

(d) The board, on its own motion or on receipt of a petition

signed by the owner or owners of a majority of the assessed value of the real property in the district, may adopt an order dividing the district.

(e) The board may adopt an order dividing the district before or after the date the board holds an election under Section .003, to confirm the creation of the district.

(f) An order dividing the district shall:

(1) name each new district;

(2) include the metes and bounds description of the territory of each new district;

(3) appoint temporary directors for each new district;

and

(4) provide for the division of assets and liabilities between or among the new districts.

(g) On or before the 30th day after the date of adoption of

an order dividing the district, the district shall file the order with the commission and record the order in the real property records of each county in which the district is located.

(h) Any new district created by the division of the district shall hold a confirmation and directors' election as required by Section .003.

(i) Municipal consent to the creation of the district and to the inclusion of land in the district granted under Section .004 acts as municipal consent to the creation of any new district created by the division of the district and to the inclusion of land in the new district.

(j) Any new district created by the division of the district must hold an election as required by this chapter to obtain voter approval before the district may impose a maintenance tax or issue bonds payable wholly or partly from ad valorem taxes.

(k) If the creation of the new district is confirmed, the new district shall provide the election date and results commission.

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. .151. ELECTIONS REGARDING TAXES OR BONDS. (a) The district may issue, without an election, bonds and other obligations secured by:

(1) revenue other than ad valorem taxes; or

(2) contract payments described by Section .153.

(b) The district must hold an election in the manner provided by Chapters 49 and 54, Water Code, to obtain voter approval before the district may impose an ad valorem tax or issue bonds payable from ad valorem taxes.

(c) The district may not issue bonds payable from ad valorem taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an

election held for that purpose.

Sec. .152. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section .151, the district may impose an operation and maintenance tax on taxable property in the district in accordance with Section 49.107, Water Code.

(b) The board shall determine the tax rate. The rate may not exceed the rate approved at the election.

Sec. .153. CONTRACT TAXES. (a) In accordance with Section 49.108, Water Code, the district may impose a tax other than an operation and maintenance tax and use the revenue derived from the tax to make payments under a contract after the provisions of the contract have been approved by a majority of the district voters voting at an election held for that purpose.

(b) A contract approved by the district voters may contain a provision stating that the contract may be modified or amended by



the board without further voter approval.

SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

Sec. .201. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS. The district may issue bonds or other obligations payable wholly or partly from ad valorem taxes, impact fees, revenue, contract payments, grants, or other district money, or any combination of those sources, to pay for any authorized district purpose.

Sec. .202. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. .203. BONDS FOR ROAD PROJECTS. At the time of

issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. The Fort Bend Municipal Utility District No. 251 initially includes all the territory contained in the following area:

TRACT 1 of 2 (145.368 acres)

Being a tract containing 145.368 acres of land located in the Jane Wilkins One League Grant, Abstract No. 96, Fort Bend County, Texas. Said 145.368 acres being a call 145.368 acre tract of land, styled as Tract III, recorded in the name of the 300 Acres LLC under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2017087205. Said 145.368 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas

Coordinate System of 1983, South Central Zone, as derived from GPS observations):

BEGINNING at a 5/8 inch capped iron rod (stamp illegible) found at the southwest corner of said 145.368 acre tract, the northwest corner of a call 317.812 acre tract of land, styled as Tract One, recorded in the name of RES/VLS Real Estate Limited Partnership under F.B.C.C.F. No. 2018058651 and being on the east right-of-way (R.O.W.) line of Harlem Road (width varies) as recorded in F.B.C.C.F. Nos. 2011015402 and 2015075797 and Volume 63, Page 203 of the Fort Bend County Deed Records (F.B.C.D.R.), from which a 5/8 inch capped iron rod stamped "1943 4349 5829" bears South 86 degrees 49 minutes 01 seconds West, a distance of 122.03 feet;

THENCE, with said east R.O.W. line, the following eight (8) courses:

1. North 02 degrees 07 minutes 03 seconds West, a distance of 1,332.59 feet to a 5/8 inch iron rod found (disturbed) at a point of curvature to the left;

2. 100.26 feet along the arc of said curve, having a radius of 23,989.95 feet, a central angle of 00 degrees 14 minutes 22 seconds, and a chord which bears North 02 degrees 14 minutes 14 seconds West, a distance of 100.26 feet to a 5/8 inch iron rod found at a point of tangency;

3. North 02 degrees 21 minutes 25 seconds West, a distance of 229.64 feet to a point of curvature to the left from which point a 5/8 inch iron rod found bears North 09 degrees 27 minutes 04 seconds East, a distance of 0.42 feet;

4. 100.66 feet along the arc of said curve, having a radius of 10,506.91 feet, a central angle of 00 degrees 32 minutes 56 seconds, and a chord which bears North 02 degrees 37 minutes 53

seconds West, a distance of 100.65 feet to a 5/8 inch capped iron rod stamped "Landtech" found at a point of tangency;

5. North 02 degrees 54 minutes 21 seconds West, a distance of 500.14 feet to a 5/8 inch iron rod found at a point of curvature to the left;

6. 100.67 feet along the arc of said curve, having a radius of 10,758.45 feet, a central angle of 00 degrees 32 minutes 10 seconds, and a chord which bears North 03 degrees 10 minutes 26 seconds West, a distance of 100.67 feet to a 5/8 inch capped iron rod stamped "Landtech" found at a point of tangency;

7. North 03 degrees 26 minutes 31 seconds West, a distance of 577.51 feet to a 5/8 inch capped iron rod (stamp illegible) found;

8. North 07 degrees 26 minutes 39 seconds East, a distance of 74.13 feet a 5/8 inch iron rod found at the northwest corner of said 145.368 acre tract and on the south line of a call 70 foot

drainage canal (Fourth Tract) recorded in the name of Fort Bend County Drainage District in Volume 331, Page 468, F.B.C.D.R.;

THENCE with the south line of said 70 foot drainage canal, the following seventeen (17) courses:

1. South 60 degrees 53 minutes 52 seconds East, a distance of 306.17 feet to a 5/8 inch iron rod found;

2. South 69 degrees 40 minutes 19 seconds East, a distance of 478.71 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

3. South 52 degrees 56 minutes 36 seconds East, a distance of 366.41 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

4. South 45 degrees 25 minutes 47 seconds East, a distance of 500.58 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

5. South 57 degrees 59 minutes 59 seconds East, a distance of 355.33 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

6. South 63 degrees 30 minutes 30 seconds East, a distance of 557.67 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

7. South 56 degrees 32 minutes 29 seconds East, a distance of 237.63 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

8. South 47 degrees 43 minutes 07 seconds East, a distance of 235.69 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

9. South 36 degrees 54 minutes 04 seconds East, a distance of 578.06 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

10. South 51 degrees 53 minutes 46 seconds East, a distance of 306.04 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

11. South 79 degrees 35 minutes 06 seconds East, a distance of 224.59 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

12. South 70 degrees 32 minutes 04 seconds East, a distance of 118.34 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

13. South 57 degrees 43 minutes 30 seconds East, a distance of 259.63 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

14. South 72 degrees 42 minutes 40 seconds East, a distance of 146.64 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;



15. North 86 degrees 24 minutes 38 seconds East, a distance of 227.86 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

16. North 77 degrees 35 minutes 31 seconds East, a distance of 163.54 feet to a 5/8 inch capped iron rod stamped "Texas GLO" found;

17. North 72 degrees 52 minutes 13 seconds East, a distance of 112.09 feet to a T-post found on the west line of a call 143.287 acre tract of land, styled as Tract IV, recorded in the name of 300 Acres LLC under F.B.C.C.F. No. 2017087205;

THENCE, with said west line, South 02 degrees 59 minutes 48 seconds East, a distance of 333.45 feet to the north line of a call 107.128 acre tract of land, styled as Tract 9B, recorded in the name of RES/VLS Real Estate Limited Partnership under F.B.C.C.F. No. 9632563, from which point a 5/8 inch iron rod found (disturbed)

bears North 02 degrees 59 minutes 48 seconds West, a distance of 1.86 feet;

THENCE, with said north line and the north line of aforesaid 317.812 acre tract, South 86 degrees 49 minutes 01 seconds West, a distance of 4,213.36 feet to the POINT OF BEGINNING and containing 145.368 acres of land.

TRACT 2 of 2 (89.504 net acres)

Being 143.287 acres of land in the Jane Wilkins One League Grant, Abstract No. 96, and the Jesse H. Cartwright One League Grant, Abstract No. 16, Fort Bend County, Texas. Said 143.287 acres of land being that certain call 7.39 acre (Tract Six) tract of land and that certain call 100.16 acre (Tract Seven) tract of land recorded in the name of State of Texas, for the use and benefit of the Permanent School Fund, under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2004060103 and amended under 2004075320, and that

certain call 35.72 acre (Part 2) tract of land recorded in the name of State of Texas, for the use and benefit of the Permanent School Fund, under F.B.C.C.F. No. 2004060102 and amended under 2008106694. Said 143.287 acres also being a portion of that certain tract of land described as 957 acres in a deed dated February 19, 1908 from Mollie C. Riddick to the Board of Penitentiary Commissioners of the State of Texas as recorded in Volume 43, Page 209 of the Fort Bend County Deed Records (F.B.C.D.R.); said 143.287 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, as derived from GPS observations):

BEGINNING at a 5/8 inch capped iron rod found in the Southwesterly line of a call 97.179 acre (Parcel 9) tract of land for controlled access highway facility (State Highway No. 99; locally known as Grand Parkway) recorded in the name of Texas

Transportation Commission under F.B.C.C.F. No. 9203043, for the Northwest corner and call Point of Beginning of said 35.72 acres;

THENCE, with said Southwesterly line and the Northeasterly line of said 35.72 acres and said 100.16 acres, the following three (3) courses:

1. South 23 degrees 18 minutes 03 seconds East (call South 20 degrees 38 minutes 03 seconds East), at 864.59 feet (call 864.65 feet) pass a 5/8 inch capped iron rod set for the Northeast corner of said 35.72 acres and the Northwest corner of said 100.16 acres, and continuing for a total distance of 3,526.81 feet to a TXDOT disc found for the beginning of a tangent curve to the left;

2. 1,941.45 feet (call 1 ,941.59 feet), along the arc of said curve to the left, having a radius of 5,879.58 feet, a central angle of 18 degrees 55 minutes 09 seconds (call 18 degrees 55 minutes 14 seconds), and a chord which bears South 32 degrees 45

minutes 37 seconds East (call South 30 degrees 05 minutes 42 seconds East), a distance of 1,932.64 feet (call 1,932.80 feet) to a concrete monument found for tangency;

3. South 42 degrees 13 minutes 12 seconds East (call South 39 degrees 32 minutes 48 seconds East), a distance of 771.91 feet (call 771.54 feet) to the North line of a call 52.12 acre tract (Fifth Tract) recorded in the name of Sandra Ann Smith Austin in Volume 663, Page 770 F.B.C.D.R., for the Southeast corner of said 100.16 acres, from which point a found 5/8 inch iron rod bears South 86 degrees 49 minutes 34 seconds West, a distance of 0.42 feet;

THENCE, with said North line and the South line of said 100.16 acres, South 86 degrees 49 minutes 34 seconds West, a distance of 861.83 feet (call 861.54 feet) to the Northwest corner of said 52.12 acres, same being the Northeast corner of a call 107.128 acre

tract (Tract 9B) recorded in the name of RES/VLS Real Estate Limited Partnership under F.B.C.C.F. No. 9632563, from which point a found 5/8 inch iron rod bears North 02 degrees 39 minutes 48 seconds West, a distance of 0.38 feet;

THENCE, with the North line of said 107.128 acres and the South line of said 100.16 acres, said 7.39 acres, and said 35.72 acres, South 86 degrees 49 minutes 01 seconds West, at 1 ,509.50 feet pass the Southwest corner of the aforementioned 7.39 acres and the Southeast corner of the aforementioned 35.72 acres, from which point a found 5/8 inch iron rod bears North 02 degrees 59 minutes 48 seconds West, a distance of 1.68 feet and continuing for a total distance of 1,809.52 feet to the Southwest corner of said 35.72 acres and the Southeast corner of a call 154.59 acre tract recorded in the name of State of Texas, for the use and benefit of the Permanent School Fund under F.B.C.C.F. No. 2004060103 and amended

under F.B.C.C.F. No. 2004075320, from which point a found 5/8 inch iron rod bears North 02 degrees 59 minutes 48 seconds West, a distance of 1.86 feet;

THENCE, with the West line of said 35.72 acres, North 02 degrees 59 minutes 48 seconds West, at 333.45 feet pass the Northeast corner of said 154.59 acres and continuing for a total distance of 5,591.90 feet (call 5,591.99 feet) to the POINT OF BEGINNING and containing 143.287 acres of land.

SAVE AND EXCEPT the following two tracts:

Tract A: Being a tract containing 9.477 acres of land located in the Jane Wilkins One League Grant, Abstract No. 96, in Fort Bend County, Texas. Said 9.477 acres being a portion of a call 143.287 acre tract of land, styled Tract IV, recorded in the name of 300 Acres LLC in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2017087205. Said 9.447 acres of land being more particularly

described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, as derived from GPS observations):

BEGINNING at a 5/8 inch iron rod found at the most northerly corner of said 143.287 acre tract and being on the westerly Right-of-Way (R.O.W.) line of Grand Parkway (S.H. 99), a controlled access highway facility (width varies) and a call 97.179 acre tract of land, styled Parcel 9, recorded in the name of Texas Transportation Commission under F.B.C.C.F. No. 9203043, from which a 5/8 inch capped iron rod stamped "Texas GLO" found at the southeast corner of a call 168.253 acre tract of land, styled Tract 1, recorded in the name of Grand Parkway 1358 LP under F.B.C.C.F. No. 2014037769 bears North 23 degrees 18 minutes 03 seconds West, a distance of 5,435.63 feet;

THENCE, with said westerly R.O.W. line and west line of said



97.179 acre tract, South 23 degrees 18 minutes 03 seconds East, at a distance of 864.57 feet pass a 5/8 inch iron rod found, and continuing for a total distance of 1,815.94 feet to the northwest intersection of said Grand Parkway and Owens Road (100- foot width) as described in F.B.C.C.F. No. 2016063197;

THENCE, with the north R.O.W. line of said Owens Road, North 61 degrees 03 minutes 29 seconds West, at a distance of 0.55 feet pass a 5/8 inch capped iron rod stamped "Town & Country" found and continuing for a total distance of 742.55 feet to a 5/8 inch capped iron rod stamped "Town & Country" found on the west line of said 143.287 acre tract;

THENCE, with said west line, North 02 degrees 59 minutes 48 seconds West, a distance of 1,310.29 feet to the POINT OF BEGINNING and containing 9.477 acres of land.

Tract B: Being a tract containing 44.306 acres of land

located in the Jane Wilkins One League Grant, Abstract No. 96, in Fort Bend County, Texas. Said 44.306 acres being a portion of a call 143.287 acre tract of land, styled Tract IV, recorded in the name of 300 Acres LLC in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2017087205. Said 44.306 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, as derived from GPS observations):

BEGINNING at a 5/8 inch iron rod found at the intersection of the west line of said 143.287 acre tract and the south Right-of-Way (R.O.W.) line of Owens Road (100-foot width) as described in F.B.C.C.F. No. 2016063197 from which a 5/8 inch iron rod found at the most northerly corner of said 143.287 acre tract and being on the westerly Right-of-Way (R.O.W.) line of Grand Parkway (S.H. 99), a controlled access highway facility (width varies) and a call

97.179 acre tract of land, styled Parcel 9, recorded in the name of Texas Transportation Commission under F.B.C.C.F. No. 9203043 bears North 02 degrees 59 minutes 48 seconds West, a distance of 1,428.13 feet;

THENCE, with said south R.O.W. line, South 61 degrees 03 minutes 29 seconds East, at a distance of 808.78 feet pass a 5/8 inch capped iron rod stamped "Town & Country" found and continuing for a distance of 809.33 feet to the southwest intersection of said Owens Road and said Grand Parkway;

THENCE, with the westerly R.O.W. line of said Grand Parkway and west line of said 97.179 acre tract, the following two (2) courses:

1.) South 23 degrees 18 minutes 03 seconds East, a distance of 1,547.55 feet to a Texas Department of Transportation (TXDOT) disc found at a point of curvature to the left;

2.) 332.80 feet along the arc of said curve, having a radius of 5,879.58 feet, a central angle of 03 degrees 14 minutes 35 seconds, and a chord which bears South 24 degrees 55 minutes 20 seconds East, a distance of 332.75 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

THENCE, through and across said 143.287 acre tract, South 87 degrees 00 minutes 12 seconds West, a distance of 1,348.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set on the west line of said 143.287 acre tract and at the southwest corner of the herein described tract from which a T-post found on said west line and at the northeast corner of a call 145.368 acre tract of land, styled Tract III, recorded in the name of 300 Acres LLC in F.B.C.C.F. 2017087205 bears South 02 degrees 59 minutes 48 seconds East, a distance of 1,642.09 feet;

THENCE, with said west line, North 02 degrees 59 minutes 48

seconds West, at a distance of 2,188.22 feet to the POINT OF BEGINNING and containing 44.306 acres of land.

The total acreage of Tract 2 being 143.287 acres, save and except 9.477 acres and 44.305 acres, for a total of 89.504 acres.

The total acreage of the district being 234.872 acres, consisting of 145.368 in Tract 1 and 89.504 acres in Tract 2.

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on

Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter \_\_\_\_, Special District Local Laws Code, as added by Section 1 of this Act, is amended by adding Section \_\_\_\_\_.106 to read as follows:

Sec. \_\_\_\_\_.106. NO EMINENT DOMAIN POWER. The district may not

exercise the power of eminent domain.

(b) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.

NOTICE OF INTENTION TO INTRODUCE A BILL  
IN THE LEGISLATURE OF TEXAS

Notice is hereby given of the intention to introduce in the Regular Session of the 87th Legislature of Texas a bill creating and establishing a special district consisting of approximately 235 acres and located partially within the extraterritorial jurisdiction of the City of Richmond, Texas, and wholly within Fort Bend County, Texas, to be known as Fort Bend County Municipal Utility District No. 251, under the provisions of Article 16, Section 59 of the Constitution of Texas and pursuant to the inherent power of the Legislature to create special governmental agencies and districts, with powers including those given to municipal utility districts operating pursuant to Chapters 49 and 54, Texas Water Code, and including road powers under Article III, Section 52 of the Constitution of Texas. The bill will provide for the district's administration, powers, name, duties, operation, and financing. The property proposed to be included within the district is generally located southwest of the intersection of State Highway 99 Grand Parkway and Owens Road. The costs for the publication of this notice were paid by The Muller Law Group, PLLC, and a full copy of the legal description of the property can be obtained by calling Nancy Carter at (281) 500-6050.





# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, March 8, 2021 at 4:30 p.m.

A5. Adjournment.