

NOTICE OF THE CITY COUNCIL - REGULAR MEETING

The City Council for the City of Simonton, Texas, will hold its City Council – Regular Meeting on October 21, 2025 at 6:30 PM at Simonton City Hall, 35011 FM 1093, Simonton, Texas 77476, for the purpose of considering the following:

- 1. Call to Order
- 2. Invocation and Pledge
- 3. Public Comments

In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign prior to the meeting and is limited to 3 minutes.

- 4. Consent Agenda
 - a. Monthly Income Report (August 2025)
 - b. Monthly Payment Listing Report (August 2025)
 - c. Monthly Financial Report (August 2025)
 - d. Minutes for August 19, 2025 Budget Workshop #1
- 5. New Business
 - a. Presentation by Twinwood, U.S.
 - b. Consider and take action to approve City of Simonton Ordinance 2025-07, Consent Annexation into MUD 1
 - c. Consider and take action to approve City of Simonton Ordinance 2025-08, ETJ Expansion
 - d. Consider and take action to approve City of Simonton Ordinance 2025-09, ETJ Strip Expansion
 - e. Consider and take action to approve City of Simonton Resolution 2025-03 reappointing City of Simonton Management District No. 1
 - f. Consider and take action to approve MOU between all jurisdictions within Fort Bend County
 - g. Consider and take action to approve tree trimming in Valley Lodge sections 2 and 3 by Yellowstone for \$16,625.00
 - h. Consider and take action to approve Impress Computers quote for new office computers

- i. Consider and take action to select and approve streaming audio/video system for City of Simonton Council Chambers, from Legit Works in the amount of \$20,897.67
- 6. Adjourn to Executive (Closed) Session
 Sec. 551.071 of the Texas Government Code Consultation with Legal Counsel. No action shall be taken during this closed session.
- 7. Reconvene to Open Session
- 8. Consider and take action resulting from the Executive Session

9. Reports

- a. Mayor Simonton Broadband Expansion Professional Engineering Services
- b. City Council
- c. City Attorney
- d. City Staff
- e. Keep Simonton Beautiful
- f. EDC A & EDC B

10. Public Information Requests

- a. 9/10/2025 request information about if Texas Pride is up to date with contractual obligation payment for Keep Simonton Beautiful
- b. 9/10/2025- request for Courtney Cox Council binder 2023-2025
- c. 9/12/2025 List of all PIR's in 2025, and any communication with employees, staff, and elected officials with Daniel McJunkin.
- d. 9/15/2025 text messages sent/received from Julie Watts during the 8/11/15 meeting and the 9/9/2025 meeting
- e. 9/16/2025 credit card statements, first net and AT&T bills, potential fraud documents from Audit, and progressive pay report for Julie Watts 2018-2023
- f. 9/16/2025 CARES Act Grant Funding Information
- g. 9/17/2025 list of all building permits and inspections January 2024-Current
- h. 9/17/2025 All PIR's requested from Susan LaDart, Kelli Matula, and Christi Smith with full text of request, date submitted, and internal tracking numbers.
- i. 9/17/2025 all presence of Jennifer Ward and Erica Molina at City of Simonton City Hall between the time of their separation until present.
- j. 29/17/2025 request about all payments for Molinas Cantina.
- k. 9/17/2025 request attendance records for Kelly Matula, and Justin Boudreau in August and September 2024, texts, emails, and electronic communications for Kelli Matula, Justin Boudreau, and the Mayor from August 1, 2024-September 30, 2024.
- 1. 9/17/2025 All PIRS from 08/03/2025-09/02/2025
- m. 09/22/2025 all texts between Eric Duhon and any council member 5/1/2024-9/22/2025
- n. 9/22/2025 all emails between Eric Duhon and any council member 5/1/2024-9/22/2025

- o. 9/22/2025 all texts between Eric Duhon and the Mayor 05/1/2024-9/22/2025
- p. 9/22/2025 all texts between Eric Duhon and any person regarding the City of Simonton 05/1/2024-9/22/2025
- q. 9/22/2025 all emails between Eric Duhon and any person regarding the City of Simonton 05/1/2024-9/22/2025
- r. 9/22/2025 copy of all surveillance footage where Eric Duhon is inside city hall interacting with city staff or Mayor 05/1/2024-9/22/2025
- s. 9/22/2025 record request and any fulfillment from Daniel McJunkin for interaction with Nanci Mohr and the Mayor 05/1/2024-9/22/2025
- t. 9/22/2025 record request from all emails between Nanci Mohr and Daniel McJunkin 05/1/2024-9/22/2025
- u. 9/22/2025 copy of any public record request and fulfillment by anyone for the camera surveillance footage of the interaction between Nanci Mohr and Mayor Boudreaux posted on simontontexas.org
- v. 9/22/2025 copy of camera surveillance access log from November 2023 to present, showing who logged into City Hall Cameras and accessed them
- w. 9/22/2025 copy of camera surveillance access log from November 2023 to present, showing who downloaded videos from City Hall Cameras, date, time, camera name and length of video downloaded
- x. 9/22/2025 all text messages between Eric Duhon and staff member(s)and/or any contract labor
- y. 9/22/2025 all emails internal or external between Eric Duhon and staff member(s) and/or any contract labor
- z. 9/22/2025 all call logs, text, emails or written correspondence between Eric Duhon and Daniel McJunkin
- aa. 9/23/2025 all handwritten notes made by Eric Duhon during 9/22/2025 Special City Council Meeting Agenda and Public Hearing for Budget
- bb. 9/24/2025 All text messages received by Eric Duhon from his wife and sent to his wife during the 9/23/2025 Special City Council Meeting & Hearing on Tax Rate
- cc. 9/24/2025 All text messages sent by and received to Eric Duhon during the 9/23/2025 Special City Council Meeting & Hearing on Tax Rate meeting
- dd. 9/25/2025 Any and all handwritten, typed, emailed or texted notes/letters or information read by Eric Duhon at the 9/23/2025 council meeting, information that Eric Duhon shuffles through up on the council dias, and any information read by Eric Duhon at the 9/23/2025 regarding any sitting council member and/or mayor.
- ee. 9/29/2025 All versions, drafts, working copies, and final documents of the proposed FY 2025/26 budget, filing records, communications, public access records or notices, any attorney input, or security footage.
- ff. 09/29/2025 all council notes from 9/23/2025
- gg. 09/29/2025 all text messages sent or replied to by any city council member during before and after the meeting concerning city business or another council member. After to extend 24hrs after close of the meeting.

11. Unfinished Business

12. Adjournment

I, the undersigned, City Secretary of the City of Simonton, do hereby certify that on October 15, 2025 1 posted a true and correct copy of the above and following notice of the Special Meeting of the City of Simonton Council to be held on October 21, 2025 at 6:30 p.m. at the Simonton City Hall, which posting was done not less than three (3) business days prior to the date for said meeting.

Cheyenne Graham, City Secretary

The City Council may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within e meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible. The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code.

Reasonable accommodation for persons with disabilities attending this meeting will be available. Persons with disabilities in need of special assistance at the meeting should please contact the City Secretary at 281-533-9809 Agendas are posted on the City Website at http://simontontexas.gov.

CITY OF SIMONTON FORT BEND COUNTY, TEXAS

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, GRANTING THE PETITION FOR CONSENT FOR ANNEXATION OF A CERTAIN TRACT APPROXIMATELY 23.921 ACRES OF LAND INTO TWINWOOD MUNICIPAL UTILITY DISTRICT 1; AND CONTAINING OTHER FINDINGS RELATED TO THE SUBJECT.

WHEREAS, the City of Simonton, Texas (the "City") received a petition for consent to annex land into the Twinwood Municipal Utility District No. 1 (the "District") on September 8, 2025 (the "Petition"), made by Twinwood (U.S.), Inc., a Texas Corporation (the "Petitioner"), for a tract approximately 23.921 acres of land (the "Property") more completely described in the Petition attached as Exhibit "A"; and

WHEREAS, The City has entered into an Extraterritorial Jurisdiction Development Agreement with the Petitioner on February 26, 2015; and

WHEREAS, the City Council of the City finds that it is in the best interest of the economic development and growth of the City and the development of the Property to consent to the annexation of the tract into Twinwood Municipal Utility District No. 1;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:

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

SECTION 2. The petition to consent to the annexation of the land and territory described in **Exhibit "A"** attached hereto and incorporated herein for all purposes into the Twinwood Municipal Utility District No. 1, is hereby GRANTED.

SECTION 3. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions hereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

PASSED, APPROVED and ADOPTED this	day of	, 2025.
	FOR TH	IE CITY
ATTEST	LAURIE	BOUDREAUX, MAYOR
CHEYENNE GRAHAM, CITY SECRETARY		

CERTIFICATE

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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I, the undersigned Secretary of the Board of Directors of TWINWOOD

MUNICIPAL UTILITY DISTRICT NO. 1, do hereby certify that the attached and

foregoing is a true and correct copy of the Petition for Addition of Certain Land to

Twinwood Municipal Utility District No. 1 that was filed with the Board of Directors of

the District on May 14 , 2025

WITNESS MY HAND AND SEAL OF SAID DISTRICT or

___, 2025.

By:

Secretary, Board of Directors

CERTIFICATE OF CORPORATE AUTHORITY

1. Glenn Plwman is the President (Title) (Name of person who signed the petitions) the Corporation; 2. In such capacity he/she is authorized to execute any and all documents in connection with the annexation of land into TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), including specifically, but not limited to, the Petition for Consent to Annex Land into the District and the Petition for Addition of Certain Land into the District, and any documents needed by the City of Simonton, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents") on behalf of the Corporation; 3. Such execution of the Annexation Documents is duly authorized by the articles of incorporation of the Corporation; and 4. Such authorization is valid as of the date of execution of said Annexation Documents. EXECUTED on May 13th 2025. TWINWOOD (U.S.), INC., a Texas corporation By: May 12th 2025. TWINWOOD (U.S.), INC., a Texas corporation Name: Abel C. Gowtabs Title: Vite Fundant		on"), hereby certify that:
connection with the annexation of land into TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), including specifically, but not limited to, the Petition for Consent to Annex Land into the District and the Petition for Addition of Certain Land into the District, and any documents needed by the City of Simonton, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents") on behalf of the Corporation; 3. Such execution of the Annexation Documents is duly authorized by the articles of incorporation of the Corporation; and 4. Such authorization is valid as of the date of execution of said Annexation Documents. EXECUTED on May 13th 2025. TWINWOOD (U.S.), INC., a Texas corporation By: May 12th 12th 12th 12th 12th 12th 12th 12th	1.	(Name of person who signed the petitions) (Title)
incorporation of the Corporation; and 4. Such authorization is valid as of the date of execution of said Annexation Documents. EXECUTED on May 13th 2025. TWINWOOD (U.S.), INC., a Texas corporation By: May 12th 12th 12th 12th 12th 12th 12th 12th	2.	connection with the annexation of land into TWINWOOD MUNICIPAL UTILITY DISTRICT-NO. 1 (the "District"), including specifically, but not limited to, the Petition for Consent to Annex Land into the District and the Petition for Addition of Certain Land into the District, and any documents needed by the City of Simonton, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents") on behalf of the
Documents. EXECUTED on May 13th 2025. TWINWOOD (U.S.), INC., a Texas corporation By My House (Signafure of other OTHER THAN person stated in no. 1 above) Name: Abel C. Gonzales	3.	
TWINWOOD (U.S.), INC., a Texas corporation By: Mc + James (Signature of officer OTHER THAN person stated in no. 1 above) Name: Abel C. Gonzales	4.	
By Jules (Signature of other OTHER THAN person stated in no. 1 above) Name: Abel C. Gonzales	EXE	ECUTED on May 13th 2025.
Name: Abel C. Gonzales		
		Name: Abel C. Gonzales

PETITION FOR ADDITION OF CERTAIN LAND TO TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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TO: THE BOARD OF DIRECTORS OF TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1:

TWINWOOD (U.S.), Inc., a Texas corporation (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, petitions this Honorable Board of Directors to add approximately 23.921 acres, described by metes and bounds in Exhibit A (the "Land"), attached hereto and incorporated herein for all purposes, to TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

<u>Section 1</u>: The Land lies entirely within Fort Bend County, Texas, and is accurately described by metes and bounds in **Exhibit A-1**.

Section 2: The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Fort Bend County, Texas.

Section 3: All of the Land will be within the exclusive extraterritorial jurisdiction (as such term is defined in Texas Local Government Code, Section 42.021 et seq., as amended) of the City of Simonton, Texas (the "City"), subject to the Petitioner's Petition to the City for the Land to be included within the City's extraterritorial jurisdiction. No part of the Land is within the corporate limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the water supply, sanitary sewer, and drainage systems and other improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the

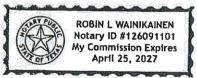
District, and of the taxes levied or hereafter to be levied by the District. Without limiting the generality of the foregoing, the Petitioner hereby agrees that the Land, and all improvements thereon presently existing or to be constructed hereafter, hereby assumes its share of liability for the payment of any and all bonds or other obligations of the District, (i) that are currently outstanding or hereafter issued; and (ii) that are currently or hereafter voted but unissued. This petition shall further be considered as consent and authorization of the Petitioner, its successors and assigns, for all the Land and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal of and interest on any and all of the District's outstanding unlimited tax bonds and unlimited tax refunding bonds; (2) the payment of principal of and interest on any and all of the District's unissued bonds that have been or may hereafter be authorized by the voters; (3) a maintenance tax not to exceed the amount per \$100 of assessed valuation that has been heretofore authorized by the voters or as may hereafter be authorized by the voters; and (4) all other purposes for which the District may lawfully levy taxes.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Records of Fort Bend County, Texas, and filed with the Texas Commission on Environmental Quality.

[EXECUTION PAGE FOLLOWS]



Attachments:

Exhibit A-1: Description of the 23.921-acre portion of the Land Exhibit A-2: Description of the 66.06-acre portion of the Land

After recording, return to: Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attn: Mai Lynn Womack

EXHIBIT A4

November 15, 2024 Job No. S001-4954-0000

TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION TRACT 23.921 ACRES

Being 23.921 acres of land located in the Thomas Westall League, Abstract Number 92, Fort Bend County, Texas, being all of that certain called 23.91 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2013104821 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 23.921 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, 2001 Adjustment):

Beginning at 1-inch iron pipe found by a concrete monument for the northeast corner of said 23.91 acre tract; in the south-line of that certain called 34.892 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1198, Page 442 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), in the west right-of-way line of Farm to Market (F.M.) 1489 (width varies – as monumented);

Thence, South 01° 48' 27" East, along said west right-of-way line, common to the most easterly line of said 23.91 acre tract, 501.25 feet to the common east corner of said 23.91 acre tract and that certain called 12.4259 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File number 2000105214, F.B.C.O.P.R.;

Thence, South 87° 53' 31" West, departing said west right-of-way line, along a south line of said 23.91 acre tract, common to the north line of said 12.4259 acre tract, 1,083.33 feet to a point for corner;

Thence, South 02° 35' 24" East, along an easterly line of said 23.91 acre tract, common to the west line of said 12.4259 acre tract, 500.28 feet to the common south corner of said 23.91 acre tract and said 12.4259 acre tract, in the north line of that certain called 73.1522 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1964, Page 258, F.B.C.D.R.;

Thence, South 87° 58' 59" West, along the most southerly line of said 23.91 acre tract, common to the north line of said 73.1522 acre tract, 500.72 feet to a 2-inch iron pipe found for the common west corner of said 73.1522 acre tract and said 23.91 acre tract, in an east line of that certain called 592.494 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1010, Page 353, F.B.C.D.R.;

Thence, North 02° 32' 17" West, along the west line of said 23.91 acre tract, common to said east line, 996.25 feet to a 2-inch iron pipe found for the common west corner of said 23.91 acre tract and the aforementioned 34.892 acre tract;

Thence, North 87° 43' 49" East, departing the east line of said 592.494 acre tract, along the north line of said 23.91 acre tract, common to the south line of said 34.892 acre tract 1,589.95 feet to the POINT OF BEGINNING and containing 23.921 acres of land.

Corner monuments were not set at the client's request.

Note: This document was prepared under 22 TAC § 138.95, 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 Surveying, Inc.



EXHIBIT A-2

Not applicable; this Petition relates solely to the 23.921-acre portion of the Land described in Exhibit A-1.

CITY OF SIMONTON FORT BEND COUNTY, TEXAS

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, APPROVING THE PETITION OF TWINWOOD (U.S.), INC., TO EXPAND THE CITY'S EXTRATERRITORIAL JURISDICTION TO INCLUDE ALL SUCH LAND INCLUDED IN PETITION ACCORDING TO SECTION 42.022, TEXAS LOCAL GOVERNMENT CODE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Twinwood (U.S.), Inc., a Texas Corporation, (the "Owner") is owner of 66.06 acres (the "Territory") more fully described in the Petition attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Petition") and has petitioned and requested the City of Simonton, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory; and

WHEREAS, per §42.022(b) of the Texas Local Government Code, the extraterritorial jurisdiction of a municipality may be expanded to include an area contiguous to the existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:

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

SECTION 2. The petition submitted to the City Council of the City of Simonton on September 8, 2025, by Twinwood (U.S.), Inc., owners of the below described land, petitioning and requesting the City to expand and extend its extraterritorial jurisdiction to include all of such described land is hereby GRANTED.

SECTION 3. The land subject to the aforesaid petition is described in Exhibit "A" attached hereto and for all things made a part hereof. Such land consists of territory contiguous to the existing extraterritorial jurisdiction of the City, and does not lie within the corporate limits of any city, town, or village, or within the extraterritorial jurisdiction of any other city, town, or village within the State of Texas.

SECTION 4. The extraterritorial jurisdiction of the City of Simonton shall be, and the same is hereby, extended in accordance with the terms of Section 42.022, Texas Local Government Code, to include all of such land or territory described in Exhibit "A" attached hereto.

SECTION 5. It is believed that all of the land subject to the aforesaid petition and described in Exhibit "A" attached hereto, lies outside the extraterritorial jurisdiction of any other city, town, or village, and lies outside the corporate limits of any city, town, or village, and, therefore, all of said

land and territory may be included within the extraterritorial jurisdiction of the City provide for herein. It is, however provided that any portion of said land subject to the aforesaid petition and described in Exhibit "A" attached hereto, which does lie within the extraterritorial jurisdiction of any other city, town, or village, or which does lie within the corporate limits of any city, town, or village is hereby specifically excluded form the terms of this Ordinance and the intention of City Council is hereby expressed not to expand its extraterritorial jurisdiction to encompass any land or territory presently included with the extraterritorial jurisdiction of any other city, town, or village or presently included within the corporate limits of any city, town, or village.

PASSED, APPROVED and ADOPTED this	day of	, 2025.
	FOR THE CIT	Y
ATTEST	LAURIE BOUD	DREAUX, MAYOR
CHEYENNE GRAHAM, CITY SECRETARY		

PETITION REQUESTING EXPANSION AND EXTENSION OF EXTRATERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF SIMONTON, TEXAS:

TWINWOOD (U.S.), INC., a Texas corporation (herein the "Petitioner"), the owner of all of the territory described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Territory"), hereby petitions and requests the City of Simonton, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory, and would show the following:

I.

Petitioner is the owner of title to all of the land within the Territory, as shown by the tax rolls of Fort Bend County, Texas.

II.

The Territory is or will be contiguous to the existing extraterritorial jurisdiction of the City.

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This petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code.

 IV_{*}

Petitioner believes that it will be in the best interests of Petitioner and the City, and will benefit the Territory and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Territory.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt an ordinance extending and expanding the City's extraterritorial jurisdiction to include all of the Territory not presently in the City's existing extraterritorial jurisdiction.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY EXECUTED this 2/2 day of August

TWINWOOD (U.S.), INC., a Texas corporation

Vice Press

THE STATE OF TEXAS COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared The C. Gnazales ___ known to me to be the person whose name is subscribed to the foregoing instrument as /10 /1001001 of Twinwood (U.S.), Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 21st day of August

ROBIN L WAINIKAINEN Notary ID #126091101 My Commission Expires April 25, 2027

My Commission Expires:

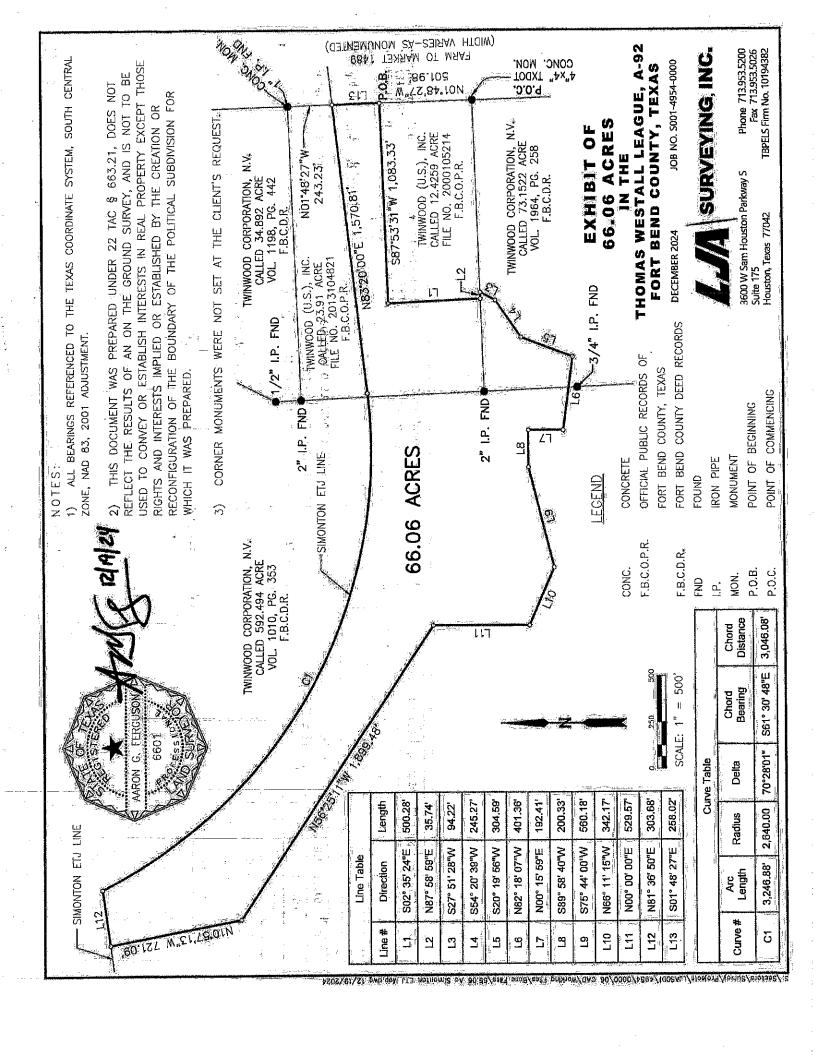
Notary Public in and for the State of Texas

EXHIBIT "A"

DEPICTION AND LEGAL DESCRIPTION OF THE TERRITORY

(66.06 Acres)

[Continues on Following Pages]



DESCRIPTION OF 66.06 ACRES OF LAND

Being 66.06 acres of land located in the Thomas Westall League, Abstract Number 92, Fort Bend County, Texas, being a portion of that certain called 73.1522 acre tract described in the deed to Twinwood Corporation, N.V., by an instrument of record in Volume 1964, Page 258 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), a portion of that certain called 592.494 acre tract described in the deed to Twinwood Corporation, N.V., by an instrument of record in Volume 1010, Page 353, F.B.C.D.R., and a portion of that certain called 23.91 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2013104821, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 66.06 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, 2001 Adjustment):

Commencing for reference at a 4x4 inch TxDOT concrete monument found for the common east corner of that certain called 12.4259 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2000105214, F.B.C.O.P.R. and said 73.1522 acre tract, in the west right-of-way line of Farm to Market (F.M.) 1489 (width varies – as monumented);

Thence, North 01° 48' 27" West, along the east line of said 12.4259 acre tract, common to said west right-of-way line, 501.98 feet to the POINT OF BEGINNING, the common east corner of said 12.4259 acre tract and said 23.91 acre tract, and the southeast corner of the herein described tract;

Thence, South 87° 53' 31" West, departing said west right-of-way line and along the north line of said 12.4259 acre tract, common to a south line of said 23.91 acre tract, 1,083.33 feet to the northwest corner of said 12.4259 acre tract, common to a southerly corner of said 23.91 acre tract;

Thence, South 02° 35' 24" East, along the west line of said 12.4259 acre tract, common to an east line of said 23.91 acre tract, 500.28 feet to the southwest corner of said 12.4259 acre tract, common to a southeast corner of said 23.91 acre tract, said point lying in the north line of the aforementioned 73.1522 acre tract;

Thence, North 87° 58' 59" East, along the south line of said 12.4259 acre tract, common to the north line of said 73.1522 acre tract, 35.74 feet to a point for corner;

Thence, South 27° 51' 28" West, departing said common line, 94.22 feet to a point for corner;

Thence, South 54° 20' 39" West, 245.27 feet to a point for corner;

Thence, South 20° 19' 56" West, 304.59 feet to a point for corner;

Thence, North 82° 18' 07" West, 401.36 feet to a point for corner;

Thence, North 00° 15' 59" East, 192.41 feet to a point for corner;

Thence, South 89° 58' 40" West, 200.33 feet to a point for corner;

Thence, South 75° 44' 00" West, 560.18 feet to a point for corner;

Thence, North 66° 11' 15" West, 342.17 feet to a point for corner;

Thence, North, 529.57 feet to a point for corner;

Thence, North 56° 25' 11" West, 1,899.48 feet to a point for corner;

Thence, North 10° 57' 13" West, 721.09 feet to a point for corner in the Simonton ETJ line;

Thence, North 81° 36' 50" East, along said ETJ line, 303.68 feet to a point for corner, the beginning of a non-tangent curve;

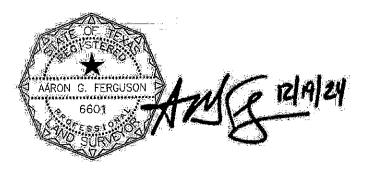
Thence, 3,246.88 feet continuing along said ETJ line and the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, a central angle of 70° 28' 01", and a chord which bears South 61° 30' 48" East, 3,046.08 feet to a point for corner;

Thence, North 83° 20' 00" East, continuing along said ETJ line, 1,570.81 feet to a point for corner in the east line of the aforementioned 23.91 acre tract, common to the aforementioned west right-of-way line of F.M. 1489, from which a 1-inch iron pipe next to a concrete monument found for the northeast corner of said 23.91 acre tract, in said west right-of-way line bears North 01° 48' 27" West, 243.23 feet;

Thence, South 01° 48' 27" East, departing said ETJ line and along the east line of said 23.91 acre tract, common to said west right-of-way line, 258.02 feet to the POINT OF BEGINNING and containing 66.06 acres of land.

Corner monuments were not set at the client's request.

Note: This document was prepared under 22 TAC § 138.95, 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 Surveying, Inc.



CITY OF SIMONTON FORT BEND COUNTY, TEXAS

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, TO CONSENT AND APPROVE THE PETITION OF TWINWOOD (U.S.), INC., REQUESTING ADJUSTMENT OF THE CITY'S EXTRATERRITORIAL JURISDICTION BY ADDING APPROXIMATELY 86.7082 ACRES AND REMOVING APPROXIMATELY 57.09 ACRES; CONTAINING VARIOUS PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED TO THE SAME.

WHEREAS, The City of Simonton, Texas (the "City"), and TWINWOOD (U.S.), INC., (the "Petitioner") have entered into the Extraterritorial Jurisdiction Strip Development Agreement on February 26, 2015 (the "Agreement"); and

WHEREAS, the Petitioner is the sole owner of four (4) tracts of land including: a 0.4582 of an acre tract; a 86.25 acre tract; a 42.60 acre tract (consisting of two parts, 17.12 acres and 25.48 acres); and 14.49 acre tract, all more completely described in Exhibit "A" to this Ordinance; and

WHEREAS, 86.7082 acres, which includes two tracts, the 0.4582 of an acre tract and the 86.25 acre tract, is currently outside of the City's extraterritorial jurisdiction (the "ETJ"); and

WHEREAS, 57.09 total acres, which includes two tracts, the 42.60 acre tract and the 14.49 acre tract, is currently in the City's ETJ; and

WHEREAS, Petitioner has petitioned to add the 86.7082 acres and remove the 57.09 acres as an adjustment under the Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:

SECTION 1. The facts and matters set forth in the preamble to this Ordinance are found to be true and correct.

SECTION 2. The petition submitted to the City Council of the City of Simonton on September 8, 2025, by TWINWOOD (U.S.), INC., owners of the below described land, petitioning and requesting the City to expand and extend its extraterritorial jurisdiction over 86.7082 acres and exclude from its extraterritorial jurisdiction 57.09 acres, is hereby **GRANTED**.

SECTION 3. The land subject to the aforesaid petition is described in Exhibit "A' attached hereto and for all things made a part hereof. Such land consists of territory contiguous to the existing extraterritorial jurisdiction of the City, and does not lie within the corporate limits of any city, town, or village, or within the extraterritorial jurisdiction of any other city, town, or village within the State of Texas.

SECTION 4. The extraterritorial jurisdiction of the City of Simonton shall be, and the same is hereby, extended or released in accordance with the terms of Section 42.022, Texas Local Government Code, to include all of such land or territory described in Exhibit "A" attached hereto.

SECTION 5. It is believed that all of the land subject to the aforesaid petition and described in Exhibit "A" attached hereto, lies outside the extraterritorial jurisdiction of any other city, town, or village, and lies outside the corporate limits of any city, town, or village, and, therefore, all of said land and territory may be included within the extraterritorial jurisdiction of the City provide for herein. It is, however provided that any portion of said land subject to the aforesaid petition and described in Exhibit "A" attached hereto, which does lie within the extraterritorial jurisdiction of any other city, town, or village, or which does lie within the corporate limits of any city, town, or village is hereby specifically excluded form the terms of this Ordinance and the intention of City Council is hereby expressed not to expand its extraterritorial jurisdiction to encompass any land or territory presently included with the extraterritorial jurisdiction of any other city, town, or village or presently included within the corporate limits of any city, town, or village.

PASSED, APPROVED and ADOPTED this	day of, 2025.
	FOR THE CITY
ATTEST	LAURIE BOUDREAUX, MAYOR
CHEYENNE GRAHAM, CITY SECRETARY	

PETITION REQUESTING ADJUSTMENT

OF EXTRATERRITORIAL JURISDICTION

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TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF SIMONTON, TEXAS:

TWINWOOD (U.S.), INC., a Texas corporation (herein the "Petitioner"), the owner of all of the territory described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "New ETJ Territory"), hereby petitions and requests the City of Simonton, Texas (the "City"), to (A) expand and extend the City's extraterritorial jurisdiction to include all of the New ETJ Territory, and (B) remove the territory described in the exhibit attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Reduction Territory") from the City's extraterritorial jurisdiction, and would show the following:

I.

Petitioner is the owner of title to all of the land within the New ETJ Territory, as shown by the tax rolls of Waller County, Texas.

II.

The New ETJ Territory and the Reduction Territory are or will be contiguous to the existing extraterritorial jurisdiction of the City.

III.

This petition and request as it relates to the New ETJ Territory is made pursuant to the provisions of Section 42.022, Texas Local Government Code. This petition and request as it relates to the Reduction Territory is made pursuant to the provisions of Subchapter D of Chapter 42 of the Texas Local Government Code, as well as Section 2.04 of that certain Extraterritorial Jurisdiction Strip Development Agreement dated February 26, 2015 by and between the City, the Petitioner, and Woods Road & I-10 Investments, Inc., a memorandum of which was recorded in the County Clerk Official Records of Waller County, Texas on March 6, 2015 as Instrument No. 1501454, as well as in the County Clerk Official Records of Fort Bend County, Texas on March 5, 2015 as Instrument No. 2015022737.

IV.

Petitioner believes that it will be in the best interests of Petitioner and the City, and will benefit the Territory and the City, if the City adjusts its extraterritorial jurisdiction to

(i) include all of the New ETJ Territory, and (ii) remove all of the Reduction Territory.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt an ordinance adjusting the City's extraterritorial jurisdiction to (i) include all of the New ETJ Territory not presently in the City's existing extraterritorial jurisdiction, and (ii) remove all of the Reduction Territory from the City's existing extraterritorial jurisdiction.

[Signature Page to Follow]

RESPECTFULLY EXECUTED this 212 day of August

TWINWOOD (U.S.), INC., a Texas corporation

THE STATE OF TEXAS COUNTY OF FOR BEND

BEFORE ME, the undersigned authority, on this day personally appeared The Canales, known to me to be the person whose name is subscribed to the foregoing instrument as Will president of Twinwood (U.S.), Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 21 day of August

ROBIN L WAINIKAINEN Notary ID #126091101 My Commission Expires April 25, 2027

Notary Public in and for the State of Texas

'EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF THE NEW ETJ TERRITORY

(0.4582 Acres; 86.25 Acres)

[Continues on Following Pages]

DESCRIPTION OF 0.4582 ACRE

Being 0.4582 acre of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, more particularly being a portion of that certain called 14.00 acre tract described in the deed to Woods Road & 1-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, in the Official Public Records of Waller County, Texas (W.C.O.P.R.), said Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.), Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, a portion of Discovery Hills Parkway (called 100 foot wide) as described in Instrument Number 2008672 W.C.O.P.R., said 0.4582 acre tract being more particularly described by metes and bounds as follows (All bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (2001 Adjustment):

Beginning at a 5/8- inch iron rod with cap stamped "LJA SURVEY" previously set for the northeast corner of said 14:00 acre tract, lying in the south line of that certain called 6:35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828 W.C.O.P.R., common to the north line of that certain called 17:2825 acre tract described in the deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107 W.C.O.P.R.;

Thence, South 02° 31'-07" East, departing said common line and along the east line of said 14.00 acre tract, 199.58 feet to a 5/8- inch iron rod with cap stamped "LJA SURVEY" previously set for the southeast corner of said 14.00 acre tract, lying in the north line of that certain called 89.10 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457 W.C.O.P.R., common to the south line of said 17.2825 acre tract:

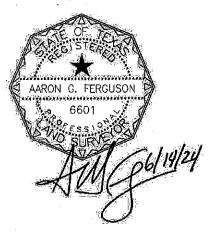
Thence, South 87° 34' 14" West, along said north line, common to the south line of said 14.00 acre tract, 100.00 feet to a point for corner;

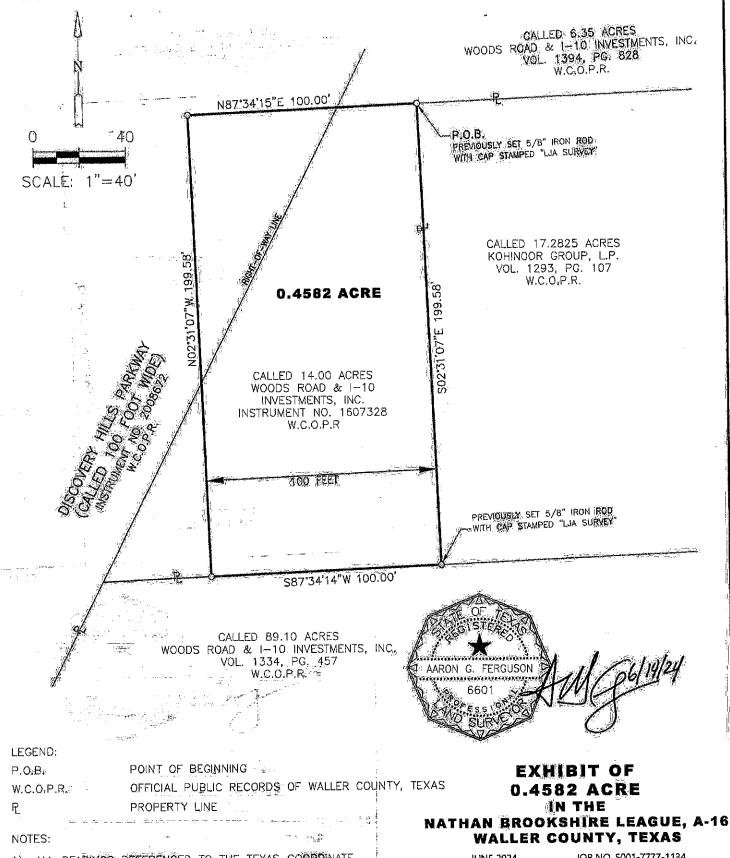
Thence, North 02° 31' 07" West, departing said common line, 199.58 feet to a point for corner within the right-of-way of the aforementioned Discovery Hill Parkway;

Thence, North 87° 34' 15" East, partially along the north line of the aforementioned 14 acre tract, common to the south line of said 6.35 acre tract, 100.00 feet to the POINT OF BEGINNING and containing 0.4582 acre of land.

Corner monuments were not set at the Client's request.

LJA Surveying, Inc.





ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2001 ADJ.).

CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

DIRECT LIANS DOINT TO THE SALL AC ETU

WOODS ROAD & I-10 INVESTMENTS, INC. NOW KNOWN AS TWINWOOD (U.S.), INC. BY CERTIFICATE OF MERGER FILED ON MAY 31, 2018 WITH THE OFFICE OF THE SECRETARY OF STATE OF TEXAS.

JOB NO. 5001-7777-1134



3600 W Sam Houston Parkway S Suite 175

Houston, Texas 77042

Phone 713.953.5200 Fax 713.953.5026 TBPELS Firm No. 10194382

DESCRIPTION OF 86.25 ACRES 100-FOOT STRIP OF LAND

Being 86.25 acres of land located in the H. & T. C. R.R. Co. Survey Section 73, Abstract Number 154, the H.H. Pennington Survey, Abstract Number 321, the Nathan Brookshire Leage, Abstract Number 16, and the William Cooper League, Abstract Number 20, Waller County, Texas, out of that certain called 993.533 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 989, Page 154 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 82.3025 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in volume 1393, Page 101, W.C.O.P.R., that certain called 12.2 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in Instrument Number 1702752, W.C.O.P.R., that certain called 24.15 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in Instrument Number 1702753, W.C.O.P.R., that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., that certain called 89.10 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., of that certain called 31.70 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 196, W.C.O.P.R., that certain called 50.90 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 190, W.C.O.P.R., that certain called 349.8379 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, W.C.O.P.R., and that certain called 207.02 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1357, Page 274, W.C.O.P.R., (Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, and NBI Properties Inc. now known as Twinwood (U.S.), Inc. by an instrument of record under Volume _1330, Page 240, W.C.O.P.R.), said 86.25 acre tract being more particularly described as follows: BEGINNING at a northerly corner of the Simonton ETJ Strip as described in Ordinance Number 2015-08, in the south right-of-way line of Farm to Market (F.M.) 1489, common to a north line of said 993.533 acre tract;

Thence, Easterly, 1,592 feet – along the northerly lines of said 993.533 acre tract common to the south right-of-way line of F.M. 1489 to a point for corner;

Thence, Northerly, 1,913 feet—along the westerly lines of said 993.533 acre tract common to the east right-of-way line of F.M. 1489 to a northwest corner of said 993.533 acre tract, common to the intersection of said east right-of-way line and the south right-of-way line of Rhemann Cut-Off Road;

Thence, Easterly, 3,641 feet - along the northerly lines of said 993.533 acre tract, common to said south right-of-way line to a point the northeast corner of said 993.533 acre tract, common to the northwest corner of that certain called 71.0555 acre tract described in the deed to Oldcastle Infrastructure, Inc. by an instrument of record in Instrument Number 1908900, W.C.O.P.R.;

Thence, Southerly, 1,609-feet – along an east line of said 993.533, common to the west line of said 71.0555 acre tract to an easterly interior corner of said 993.533 acre tract, common to the southwest corner of said 71.055 acre tract;

Thence, Easterly, 2,007 feet—along a northerly line of said 993.533 acre tract, common to the south line of said 71.0555 acre tract to the easterly northeast corner of said 993.533 acre tract, in the west right-of-way line of F.M. 359 and Church Road;

Thence, Southerly, 3,337 feet — along the easterly lines of said 993.533 acre tract, common to the west right-of-way line of said Church Road, the west line of that certain called 47.4381 acre tract described in the deed to Ronald L. Sparks by an instrument of record in Volume 574, Page 487, W.C.O.P.R. and that certain called 2.8615 acre tract described as Tract "A" in the deed to Ronald L. Sparks and wife, Inez H. Sparks by an instrument of records in Volume 1374, Page 465, W.C.O.P.R. to an easterly corner of said 993.533 acre tract, common to the southwest

corner of said 2.8615 acre tract and the northwest corner of that the aforementioned 82.3025 acre tract;

Thence, Easterly, 89 feet – along the north line of said 82.3025 acre tract, common to the south line of said 2.8615 acre tract to the southeast corner of said 2.8615 acre tract, common to the southwest corner of the aforementioned 24.15 acre tract, said point lying in the centerline of Brookshire Creek;

Thence, Northeasterly, 2,076 feet – along the centerline of Brookshire Creek, common to the southeasterly lines of said 2.8615 acre tract and the aforementioned 47.4381 acre tract and the northwesterly lines of said 24.15 acre tract and the aforementioned 12.2 acre tract to the common northeast corner of said 47.4381 acre tract and said 12.2 acre tract in the southwest right-of-way line of F.M. 359;

Thence, Easterly, 142 feet – departing said southwest right-of-way line to a point for corner in the northeast right-of-way line of said F.M. 359, common to the southwest line of the aforementioned 512.81 acre tract;

Thence, Northwesterly, 870 feet – along said common line to the northwest corner of said 512.81 acre tract, common to the southwest corner of that certain called 5.001 acre tract described in the deed to Kyle's Pelagic Playground, LLC by an instrument of record in Instrument Number 1903345, W.C.O.P.R. and in the centerline of Brookshire Creek;

Thence, Northeasterly, 2,886 feet – departing said northeast right-of-way line along the centerline of Brookshire Creek, common to the westerly lines of said 512.81 acre tract, the westerly lines of the aforementioned 190.91 acre tract, common to the easterly lines of said 5.001 acre tract, the easterly lines of that certain called 30.6637 acre tract described in the deed to Leaman Building Materials, L.P. by an instrument of record in Volume 991 Page 48, W.C.O.P.R., and the easterly lines of that certain called 14.3770 acre tract described as "Parcel 1" in the deed to Timothy Meaux by an instrument of record in Instrument Number 1709507, W.C.O.P.R. to a westerly corner of said 190.91 acre tract, common to the southeast corner of that certain called

4.1469 acre tract described in the deed to Timothy Meaux by an instrument of record in Instrument Number 1709507, W.C.O.P.R.;

Thence, Northerly, 965 feet – along the west line of said 190.91 acre tract, the west line of the aforementioned 89.10 acre tract and the west line of said 6.35 acre tract, common to the east line of said 4.1469 acre tract, the east line of that certain called 4.132 acre tract described in the deed to Kohinoor Group, LLC – Series 11 by an instrument of record in Instrument Number 2110506, W.C.O.P.R. and the east line of that certain called 2.62 acre tract described in the deed to Kohinoor Group, LLC – Series 9 by an instrument of record in Instrument Number 1700385, W.C.O.P.R., to the northeast corner of said 2.62 acre tract, common to the northwest corner of said 6.35 acre tract and in a southerly line of the aforementioned 31.70 acre tract;

Thence, Westerly, 2,370 feet – along the southerly lines of said 31.70 acre tract, common to the north line of said 3.62 acre tract, the north line of that certain called 10.97 acre tract described in the deed to Kohinoor Group, LLC – Series 8 by an instrument of record in Instrument Number 1609167, W.C.O.P.R., and the north line of that certain called 10.000 acre tract described in the deed to FBV, Inc. by an instrument or record in Instrument Number 1400452, W.C.O.P.R. to the southwest corner of said 31.70 acre tract, common to the northwest corner of said 10.000 acre tract, in the east right-of-way line of F.M. 359;

Thence, Northerly, 2,665 feet – along said east right-of-way line, common to the west line of said 31.70 acre tract, the west line of the aforementioned 50.90 acre tract, and the west line of the aforementioned 349.8379 acre tract to a westerly corner of said 349.8379 acre tract, common to the southwest corner of that certain called 1.000 acre tract described in the deed to Harold E. Brown by an instrument of record in Volume 663, Page 520 of the Deed Records of said Waller County, Texas (W.C.D.R.);

Thence, Easterly, 296 feet – along a westerly interior line of said 349.8379 acre tract, common to the south line of said 1.000 acre tract to a westerly interior corner of said 349.8379 acre tract, common to the southeast corner of said 1.000 acre tract;

Thence, Northerly, 148 feet – along a westerly interior line of said 349.8379 acre tract, common to the east line of said 1.000 acre tract to a westerly interior corner of said 349.8379 acre tract, common to the northeast corner of said 1.000 acre tract;

Thence, Westerly, 296 feet – along a westerly interior line of said 349.8379 acre tract, common to the north line of said 1.000 acre tract to a westerly corner of said 349.8379 acre tract, common to the northwest corner of said 1.000 acre tract, in the east right-of-way line of the aforementioned F.M. 359;

Thence, Northerly, 1,048 feet – along a west line of said 349.8379 acre tract, common to said east right-of-way line to the northwest corner of said 349.8379 acre tract, common to the southwest corner of that certain called 3.1323 acre tract described in the deed to Jessye Davis Spencer by an instrument of record in Volume 577, Pahe 183, W.C.D.R.;

Thence, Easterly, 1,941 feet – departing said east right-of-way line, partially along a north line of said 349.8379 acre tract, common to the south line of said 3.1323 acre tract, the south line of that certain called 1 acre tract described in the deed to City of Brookshire by an instrument of record in Volume 602, Page 556, W.C.D.R., the south line of that certain called 13 acre tract described in the deed to Mrs. I. Solomon by an instrument of record in Volume 96, Page 22, W.C.D.R., the south line of that certain called 1 acre tract described in the deed to Nelson Shelton, Et. Ux. By an instrument of record in Volume 156, Page 119, W.C.D.R., the south line of that certain called 233.394 acre tract described in the deed to Annie Shelton by an instrument of record in Volume 233, Page 394, W.C.D.R. to a northerly corner of said 349.8379 acre tract;

Thence, Northerly, 473 feet – along a westerly line of said 349.8379 acre tract to a northerly corner of said 349.8379 acre tract, in the south line of that certain called 1 acre tract described in the deed to Maud Malone, et al by an instrument of record in Volume 436, Page 404, W.C.D.R.'

Thence, Easterly, 822 feet – along a northerly line of said 349.8379 acre tract, common to the south line of said 1 acre Malone tract, the south line of that certain called 1.012 acre tract described in the deed to Robert Rogers, Et. Ux. by an instrument of record in Volume 301, Page Page 5 of 9

690, W.C.D.R., and the south line of that certain called 1.012 acre tract described in the deed to Robert Rogers, Et. Ux. by an instrument of record in Volume 202, Page 54, W.C.D.R. to the southwest corner of said 1.012 acre tract (Volume 202, Page 54), common to a northwesterly interior corner of said 349.8379 acre tract;

Thence, Northerly, 210 feet – along a northwesterly interior line of said 349.8379 acre tract, common to the east line of said 1.012 acre tract (Volume 202, Page 54) to a northwesterly interior corner of said 349.8379 acre tract, common to the northeast corner of said 1.012 acre tract (Volume 202, Page 54);

Thence, Westerly, 426 feet – along a northwesterly interior line of said 349.8379 acre tract, common to the said 1.012 acre tract (Volume 202, Page 54) and the north line of the aforementioned 1.012 acre tract (Volume 301, Page 690) to the northwest corner of said 1.012 acre tract (Volume 301, Page 690), common to the northeast corner of the aforementioned 1 acre Malone tract:

Thence, Northerly, 232 feet – departing a northwesterly interior line of said 349.8379 acre tract to a point for corner in a northerly line of said 349.8379 acre tract, common to the south line of that certain called 6.779 acre tract described in the deed to Elton R.R. Foster by an instrument of record in Volume 526, Page 432, W.C.D.R.;

Thence, Easterly, 1,135 feet—partially along a northerly line of said 349.8379 acre tract, common to the south line of said 6.779 acre tract to a point for corner;

Thence, Northerly, 1,102 feet – to a north corner of said 349.8379 acre tract, in the south right-of-way line of Tenth Street;

Thence, Easterly, 3,341 feet —partially along a northerly line of said 349.8379 acre tract and the aforementioned 207.02 acre tract, common to said south right-of-way line, the southerly lines of that certain called 2.0 acre tract described as the Water District Sewer Plant in Volume 129, Page 403, W.C.D.R., the south line of the proposed 2.397 acre donation tract to the City of Brookshire as shown on the exhibit produced by LJA Surveying, Inc. dated December of 2023, Page 6 of 9

and the south line of Proposed TxDOT Parcels 100 and 101 as shown on maps produced by CP&Y dated October of 2022, and the centerline of the aforementioned Brookshire Creek, to the intersection of the south line of said Parcel 100, with the westerly line of the aforementioned Simonton ETJ Strip;

Thence, Southerly, 107 feet along a curve to the right with a radius of 2,640 feet – departing the south line of said Parcel 101 and along the westerly line of said Simonton ETJ;

Thence, in a southwesterly direction, 100 feet parallel to and being a southerly and easterly 100-foot offset of the previous described lines the following twenty-seven (27) courses:

- 1. Westerly, 3,188 feet departing said westerly line, to a point for corner;
 - 2. Southerly, 1,100 feet to a point for corner;
 - Westerly, 1,134 feet to a point for corner;
 - Southerly, 34 feet to a point for corner;
 - Easterly, 430 feet to a point for corner;
 - Southerly, 409 feet to a point for corner;
 - 7. Westerly, 818 feet to a point for corner;
 - Southerly, 471 feet to a point for corner;
 - Westerly, 1,939 feet to a point for corner;
 - 10. Southerly, 848 feet to a point for corner;
 - 11. Easterly, 296 feet to a point for corner; Page 7 of 9

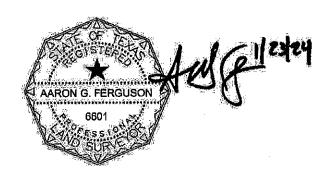
- 12. Southerly, 348 feet to a point for corner;
- 13. Westerly, 296 feet to a point for corner;
- 14. Southerly, 2,465 feet to a point for corner;
- 15. Easterly, 2,372 feet to a point for corner;
- 16. Southerly, 1,151 feet to a point for corner;
- 17. Southwesterly, 2,761 feet to a point for corner;
- 18. Southeasterly, 912 feet to a point for corner;
- 19. Westerly, 295 feet to a point for corner;
- 20. Southwesterly, 2,079 feet to a point for corner;
- 21. Westerly, 265 feet to a point for corner;
- 22. Northerly, 3,317 feet to a point for corner;
- 23. Westerly, 2,010 feet to a point for corner;
- 24. Northerly, 1,610 feet to a point for corner;
- 25. Westerly, 3,430 feet to a point for corner;
- 26. Southerly, 1,908 feet to a point for corner;

Page 8 of 9

27. Westerly, 1,516 feet – to a point for corner in a northerly line of the aforementioned Simonton

Thence, Northwesterly, 197 feet along a curve to the right with a radius of 2,640 feet – along a northerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and containing 86.25 acres, more or less.

This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-theground 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.



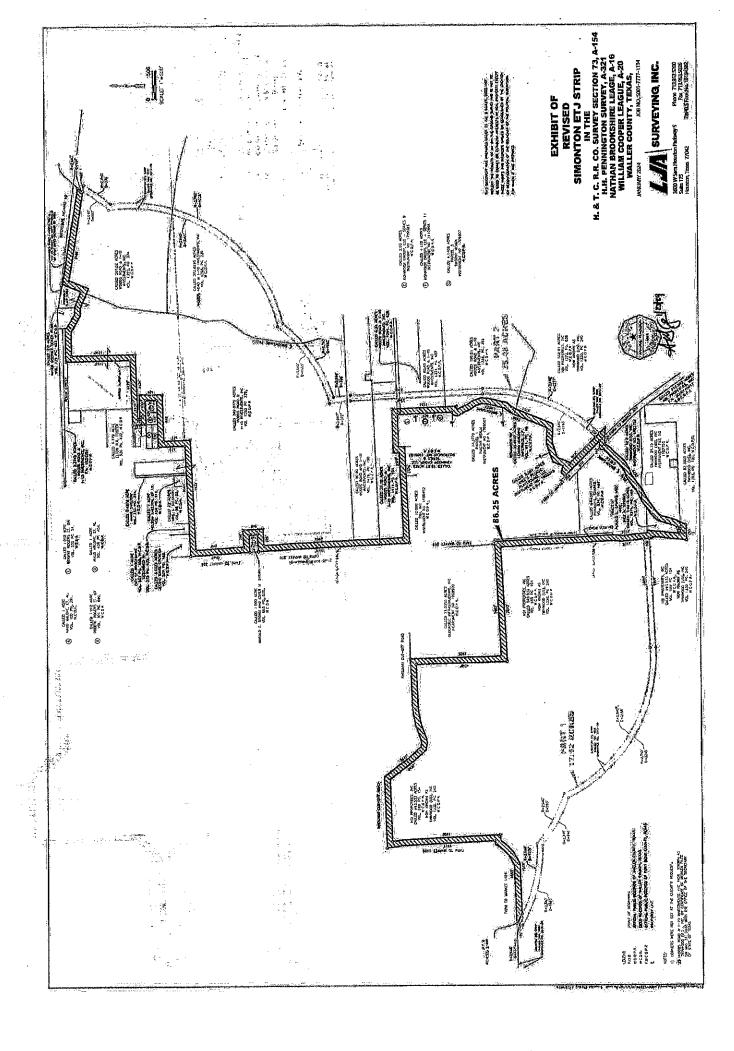


EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF THE REDUCTION TERRITORY

(42.60 Acres; 14.49 Acres)

NOTE: The 42.60 Acre tract is made up of Part 1, 17.12 Acres, and Part 2, 25.48 Acres, as identified on the depiction.

[Continues on Following Pages]

DESCRIPTION OF 42.60 ACRES SIMONTON ETJ ABANDONMENT

Being 42.60 acres of land located in the H. & T. C. R.R. Co. Survey Section 73, Abstract Number 154, the H.H. Pennington Survey, Abstract Number 321, the Nathan Brookshire Leage, Abstract Number 16, and the William Cooper League, Abstract Number 20, Waller County, Texas, out of that certain called 993.533 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 989, Page 154 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., that certain called 89.10 acre tract described in the deed to Woods Road & I-10 investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., of that certain called 31.70 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 196, W.C.O.P.R., that certain called 50.90 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 190, W.C.O.P.R., that certain called 349.8379 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, W.C.O.P.R., and that certain called 207.02 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1357, Page 274, W.C.O.P.R., (Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, and NBI Properties Inc. now known as Twinwood (U.S.), Inc. by an instrument of record under Volume 1330, Page 240, W.C.O.P.R.), said 42.60 acre tract being more particularly described in 2 parts as follows:

PART 1

COMMENCING for reference at a northerly corner of the Simonton ETJ Strip as described in Ordinance Number 2015-08, in the south right-of-way line of Farm to Market (F.M.) 1489, common to a north line of said 993.533 acre tract;

Thence, Southeasterly, 197 feet along a curve to the left with a radius of 2,640 feet – departing said common line and along a northerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and a northerly corner of the herein described tract;

Thence, Southeasterly, 1,279 feet along a curve to the left with a radius of 2,640 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southeasterly, 993 feet along a curve to the left with a radius of 2,640 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southeasterly, 3,168 feet along a curve to the left with a radius of 2,640 feet — continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Easterly, 1,904 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 100 feet – departing said northerly line, to a point in a southerly line of said Simonton ETJ Strip;

Thence, in a northwesterly direction, 100 feet parallel to and being a southwesterly 100foot offset of the previous described lines the following four (4) courses:

- 1. Westerly, 1,909 feet along a southerly line of said Simonton ETJ Strip to a point;
- 2. Northwesterly, 3,245 feet along a curve to the right with a radius of 2,740 feet continuing along a southerly line of said Simonton ETJ Strip to a point;

 Page 2 of 5

- 3. Northwesterly, 948 feet along a curve to the right with a radius of 2,740 feet continuing along a southerly line of said Simonton ETJ Strip to a point;
- 4. Northwesterly, 1,465 feet along a curve to the right with a radius of 2,740 feet continuing along a southerly line of said Simonton ETJ Strip to a point;

Thence, Easterly, 199 feet – departing said southerly line to the POINT OF BEGINNING and containing 17.12 acre of land, more or less.

PART 2

COMMENCING for reference at the intersection of a westerly line of the aforementioned Simonton ETJ Strip with the south line of Proposed TxDOT Parcel 101 as shown on maps produced by CP&Y dated October of 2022;

Thence, Southerly, 107 feet along a curve to the right with a radius of 2,640 feet – departing said south line and along a westerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and a northerly corner of the herein described tract;

Thence, Easterly, 407 feet – departing said westerly line to a point in an easterly line of said Simonton ETJ Strip;

Thence, Southwesterly, 570 feet along a curve to the right with a radius of 2,740 feet —

Thence, Southwesterly, 4,028 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southwesterly, 1,592 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Page 3 of 5

Thence, Southerly, 296 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 2,348 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 2,277 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Northwesterly, 100 feet – departing said easterly line, to a point in a westerly line of said Simonton ETJ Strip;

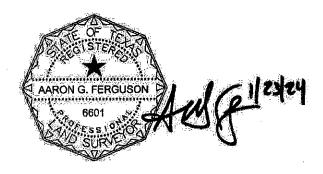
Thence, in a northerly and easterly direction, 100 feet parallel to and being a westerly and northerly 100-foot offset of the previous described lines the following six (6) courses:

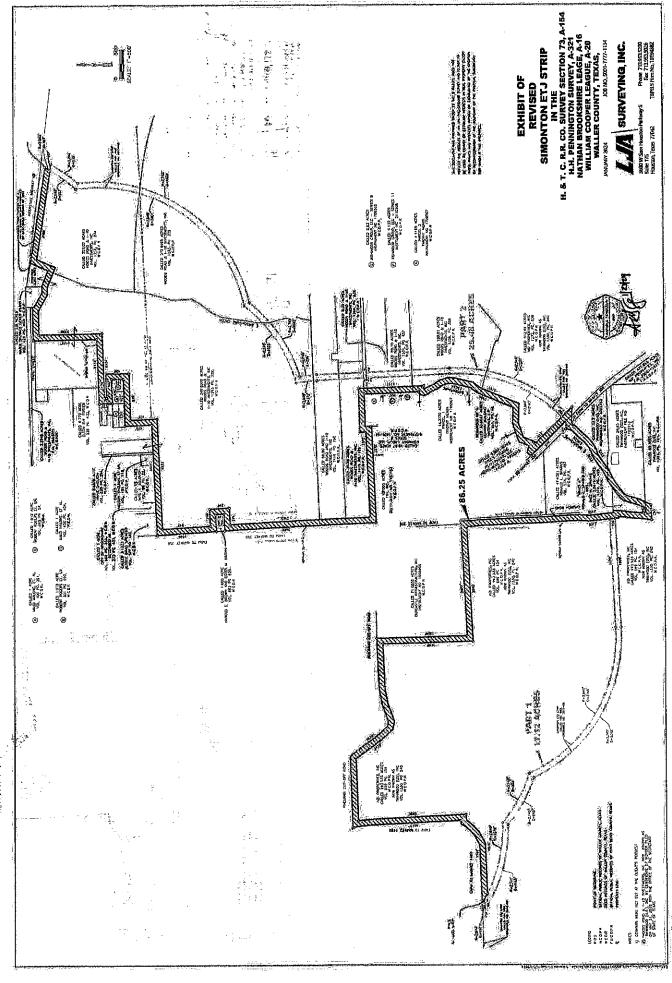
- 1. Northerly, 2,193 feet along a curve to the left with a radius of 2,640 feet along a westerly line of said Simonton ETJ Strip to a point;
 - 2. Northerly, 2,348 feet continuing along a westerly line of said Simonton ETJ Strip to a point;
 - 3. Northerly, 372 feet along a curve to the left with a radius of 2,640 feet along a westerly line of said Simonton ETJ Strip to a point;
- 4. Northeasterly, 1,655 feet along a curve to the left with a radius of 2,640 feet
 - 5. Northeasterly, 3,961 feet along a curve to the left with a radius of 2,640 feet –

6. Northeasterly, 557 feet along a curve to the left with a radius of 2,640 feet – along a westerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and containing 25.48 acres of land, more or less;

Said PART 1 and PART 2 containing a combined acreage of 42.60 acres.

This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-theground 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.





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DESCRIPTION OF 14.49 ACRES

Being 14.49 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, being a portion of that certain called 372.8995 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), a portion of that certain called 6.35 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., a portion of that certain called 14.00 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., a portion of that certain called 89.10 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1334. Page 457, W.C.O.P.R., a portion of that certain called 24.47 acre tract described as Pond F in the deed to Fort Bend County Municipal Utility District No. 213 by an instrument of record in Instrument No. 2001881, W.C.O.P.R., a portion of Reserves "A" and "B" of Welcome Group MDT, a subdivision of record in Instrument No. 1808483, W.C.O.P.R., a portion of that certain called 34 1210 acre tract described in the deed to Exeter Twinwood Land, L.P. by an instrument of record in Instrument Number 2115284, W.C.O.P.R., a portion of Twinwood Parkway (called 80-foot wide) as described in Instrument Numbers 1807098 and 1807099, W.C.O.P.R., and a portion of Discovery Hills Parkway (called 100-foot wide) as described in Instrument Number 2008672, W.C.O.P.R., (said Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018, with the Office of the Secretary of State of Texas), said 14.49 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, 2001 Adjustment):

Beginning at a 3/4-inch iron rod with cap found for the southwest corner of said 14.00 acre tract, common to a northerly corner of said 89.10 acre tract;

Thence, North 87° 34' 14" East, partially along the south line of said 14.00 acre tract, common to a northerly-line of said 89.10 acre tract, and the north line of the aforementioned

34.1210 acre tract, 2,955.33 feet to a point for corner in the south line of said 14.00 acre tract, common to the north line of said 34.1210 acre tract;

Thence, South 02° 31' 07" East, departing said common line, 100.00 feet to a point for corner;

Thence, South 87° 34' 14" West, 3,055.34 feet to a point for corner;

Thence, North 02° 30' 41" West, 399.61 feet to a point for corner;

Thence, North 87° 34' 15" East, 3,055.29 feet to a point for corner;

Thence, South 02° 31' 07" East, 100.00 feet to a point for corner;

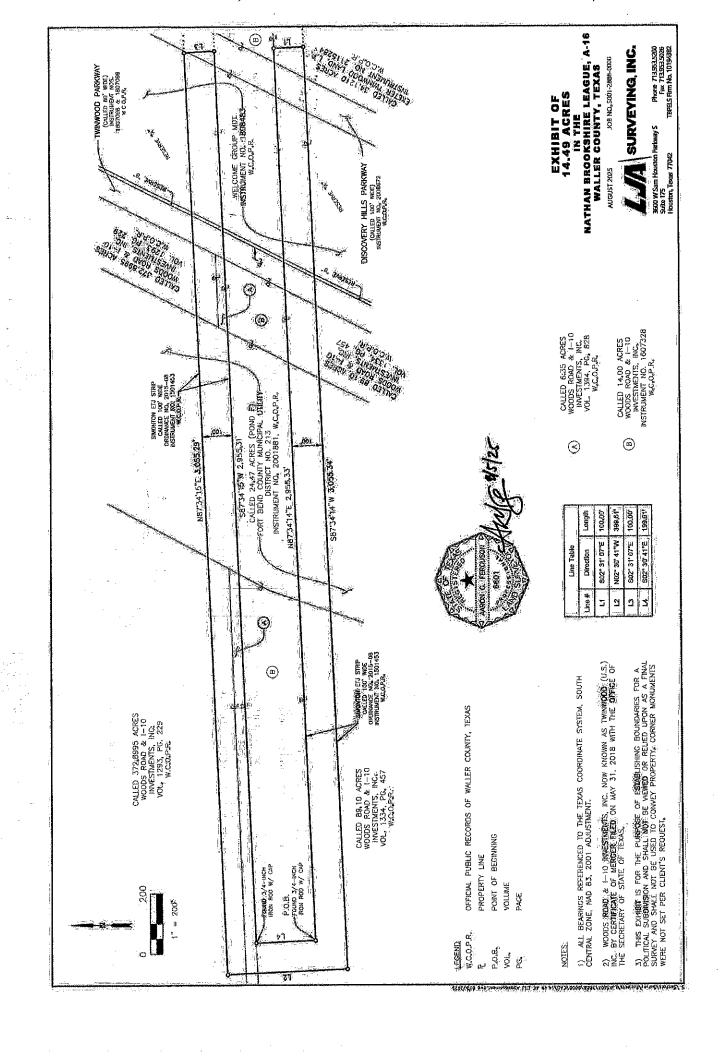
Thence, South 87° 34' 15" West, partially along the north line of the aforementioned 14.00 acre tract, common to the south line of the aforementioned 6.35 acre tract, 2,955.31 feet to a 3/4-inch iron rod with cap found for the northwest corner of said 14.00 acre tract, common to a southerly corner of said 6.35 acre tract, and a northerly corner of the aforementioned 89.10 acre tract:

Thence, South 02° 30' 41" East, along the west line of said 14.00 acre tract, common to a northerly line of said 89.10 acre tract, 199.61 feet to the POINT OF BEGINNING and containing 14.49 acres of land.

THIS EXHIBIT IS FOR THE PURPOSE OF ESTABLISHING BOUNDARIES FOR A POLITICAL SUBDIVISION AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY AND SHALL NOT BE USED TO CONVEY PROPERTY. CORNER MONUMENTS WERE NOT SET PER CLIENT'S REQUEST.

LJA Surveying, Inc.

Page 2 of 2



be.

CITY OF SIMONTON FORT BEND COUNTY, TEXAS

RESOLUTION NO. 2025-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, APPOINTING SIMONTON MANAGEMENT DISTRICT NO. 1 DISTRICT BOARD MEMBERS.

WHEREAS, the Simonton Management District No. 1 is a District created by Act of the 84th Legislature, Regular Session, 2015, codified at Chapter 3934, Texas Special District Local Laws Code (the "Code"); and

WHEREAS, the Code states, in part, that the mayor and members of the governing body of the city shall appoint voting directors from persons recommended by the board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:

SECTION 1. The facts and matters set forth in the preamble to this Resolution are true and correct.

SECTION 2. The following individuals are re-appointed as District Board members of Simonton Management District No. 1.

AII	TEST			
A CENT			LAURIE BOUDREA	UX, MAYOR
			FOR THE CITY	
	PASSED, APPROV	ED and RESOLVED this	day of	, 2025.
	Scott Aronstein Cynthia J. Aber	Term ending June 1, 2029 Term ending June 1, 2029		
	Dan McDonald	Term ending June 1, 2027		

CHEYENNE GRAHAM, CITY SECRETARY

SIMONTON MANAGEMENT DISTRICT NO. 1

c/o Allen Boone Humphries Robinson, LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027

April 9, 2025

Via U.S. Mail & Email
The Honorable Laurie Boudreaux
Mayor, City of Simonton
P.O. Box 7
Simonton, TX 77476
Mayor@SimontonTexas.Gov

Re: Simonton Management District No. 1 - Reappointment of Director

Dear Mayor Boudreaux:

Simonton Management District No. 1 (the "District") was created by Act of the 84th Legislature, Regular Session, 2015, codified at Chapter 3934, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3934.052 of the Code, "the mayor and members of the governing body of the city shall appoint voting directors from persons recommended by the board" and "a person is appointed if a majority of the members of the governing body, including the mayor, vote to appoint that person."

On behalf of the Board of Directors of the District (the "Board"), I am hereby requesting that the City Council of the City of Simonton re-appoint Dan McDonald to term ending June 1, 2027, as well as Scott Aronstein and Cynthia J. Aber to term ending June 1, 2029. The Directors are currently serving as District Board members.

Should you have any questions, please contact the District's attorney, Aaron Carpenter, at (713) 860-6481.

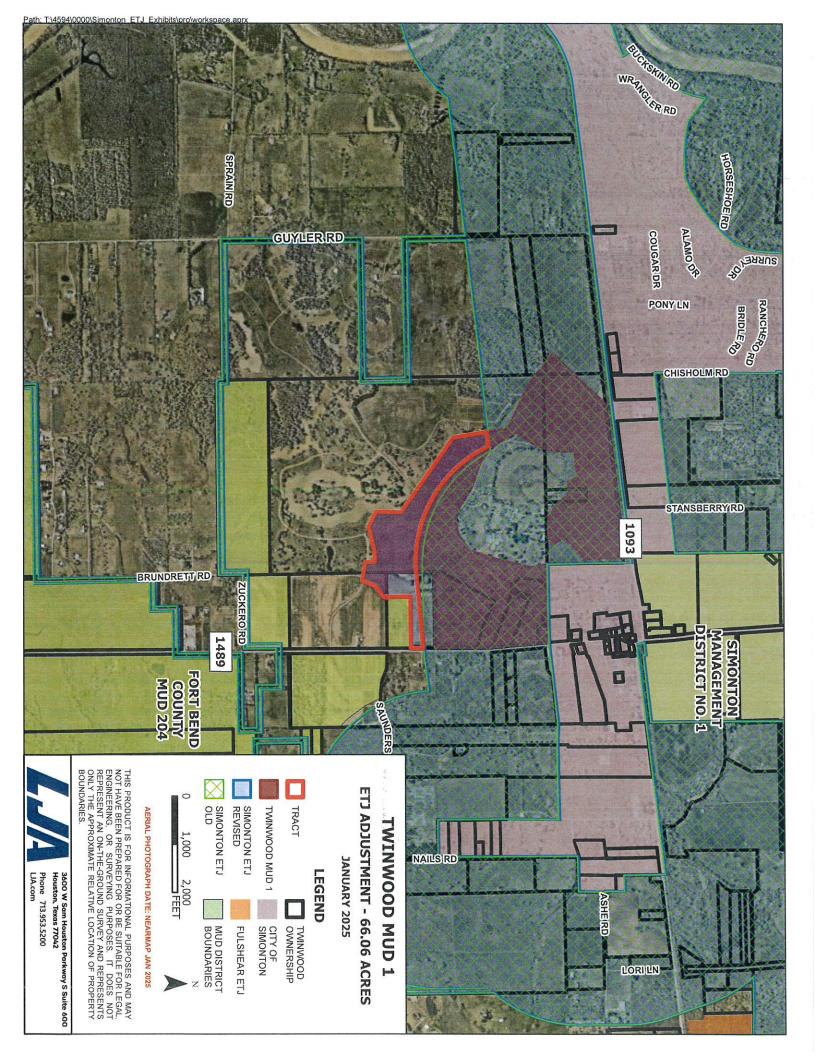
Sincerely,

President, Board of Directors

cc (via email):

Ms. Nanci Mohr, City of Simonton

Mr. Aaron Carpenter, Allen Boone Humphries Robinson LLP





STATE OF TEXAS \$

COUNTY OF FORT BEND \$

MEMORANDUM OF UNDERSTANDING BETWEEN ALL JURISDICTIONS WITHIN FORT BEND COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into by and between FORT BEND COUNTY, a body corporate and political under the laws of the State of Texas, acting by and through its governing body, the Fort Bend County Commissioners Court ("County"), and all Fort Bend County Jurisdictions that are legally signed to the Fort Bend County Emergency Operation Plan, collectively referred to as "Parties."

WITNESS ETH

WHEREAS, Fort Bend County, acting through the Fort Bend County Office of Homeland Security & Emergency Management, desires to enter into a Memorandum of Understanding to provide necessary disaster response, rescue, recovery, and or logistics services and related employee and member training prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic manmade or natural events, as part of Fort Bend County's disaster emergency planning and preparation activities; and

Meanwhile, the provision of disaster response services under this Memorandum of Understanding will be consistent with services to be provided under the Emergency Operation Plan and all Annex.

WHEREAS, FBC all-hazard will increase the FBC Emergency Operation Center ("EMC") to a level higher than 4 and should be a declared emergency or disaster through the state or federal government.

WHEREAS, This MOU establishes a cooperative framework for emergency response efforts between Fort Bend County and all Interlocal Jurisdictions who sign onto this MOU to ensure effective coordination, resource sharing, and communication during emergencies or disasters.

WHEREAS, the Emergency MOU describes the standard procedures used to acquire resources and the method to ensure mutual planning and readiness coordination. This agreement applies to all emergency management activities, including preparedness, response, recovery, and mitigation efforts within the jurisdictional boundaries of Fort Bend County. Provide support and resources as needed during emergencies. Coordinate with state and federal agencies for additional assistance. Maintain communication with local jurisdiction throughout the emergency response process.

WHEREAS, the Parties recognize the vulnerability of the people located within Fort Bend County, Texas to damage, injury, and loss of life or property resulting from natural or manmade catastrophes; and

WHEREAS, Emergency Management MOU provides, in pertinent part, "When an FBC all hazard develops or appears to be developing which cannot be resolved by emergency management resources within the Local Jurisdiction or Unincorporated Areas of the County, it is the responsibility of the EMC to provide assistance and coordination to stabilize the incident or ready for the all-hazard;" and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding whereby all jurisdictions may be requested to provide assistance consistent with the Emergency Operation Plan and Annexes developed by the Fort Bend County Office of Homeland Security & Emergency Management, stakeholders, County Departments, and Jurisdictions, and approved by the commissioner's court.

WHEREAS, entering into a Memorandum of Understanding to provide such assistance services has been determined to be of beneficial public use to the County and

WHEREAS Parties desire to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties mutually agree as follows:

Section 1. Purpose

This MOU aims to establish an understanding between the Parties in collaborating to meet the disaster response service needs of persons affected by a storm or other disastrous emergency or catastrophic event. This MOU shall apply to the dispatch of emergency service responses by LOCAL JURISDICTION when requested by the County in preparation for or in response to a disaster for services covered by the Emergency Operation Plan, incorporated herein by reference for all purposes.

The parties recognize the need for highly qualified staff and equipment for disaster response operations and that LOCAL JURISDICTIONs follow NIMS and have highly skilled, specialized staff and equipment that can provide critical services to the County, to the extent they are available. This MOU includes the staffing and equipping of emergency services.

Section 2. Term

This MOU shall commence upon the day and date of the last signature affixed hereto. It shall continue in force and remain binding on each Party until 3 years. Prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it

should be extended for an additional three (3) years.

Notwithstanding the preceding, either party may terminate this MOU by providing written notice to the other party of its intent to terminate at least ninety (90) days before the expiration of the then-current term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then-current term. In no event shall any extension of this MOU be for a period exceeding three (3) years.

Section 3. Methods of Cooperation

LOCAL JURISDICTIONS will provide emergency services to the County affected by disasters as this MOU outlines. To facilitate this collaboration, the parties have agreed to the following:

A. Mutual Support:

- 1. Close liaison will be maintained between the County and LOCAL JURISDICTIONs.
- 2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
- 3. The County and LOCAL JURISDICTIONs will coordinate issuing public information on their cooperative activities.
- 4. Coordinate through LOCAL JURISDICTIONs elected officials or assigned EMC.
- 5. Response coordination will be through a designated Incident Command Post or the Fort Bend County EOC.

B. LOCAL JURISDICTIONS Support of County Disaster Operations:

- 1. LOCAL JURISDICTIONS will provide trained staff members and equipment to provide services, including but not limited to emergency and operational training, for which they are not otherwise contractually obligated. These activities may include all-hazard emergency response, mass care, and recovery operations.
- 2. LOCAL JURISDICTION staff members will report directly to the local elected official designee through their chain of command during disaster operations for which they have been requested.
- 3. When requested and deployed, LOCAL JURISDICTION's staff will remain subject to the policy and procedural requirements of their local protocols or procedures unless the county judge gives a directive or order under Title 418.

C. County Support of LOCAL JURISDICTIONS:

- The County will provide policy direction, resourcing, communication, situation reporting, and logistical support to LOCAL JURISDICTION Incident Command Post, Incident Command, or Unified Command staff for the duration of the deployment.
- 2. The County will provide agreed-upon funding for operating LOCAL JURISDICTION personnel, equipment, vehicles, and aviation resources during mutually agreed-upon training exercises and all-hazard incidents.
- 3. The County will provide support in the declaration of local, state, and federal.
- 4. The Fort Bend County Emergency Operation Center is the Operational Area, the FBC EOC Logistics Section Chief, and the EMC is the point of contact.

Section 4. Periodic Review

Representatives of local jurisdictions and the County will jointly evaluate the progress in implementing this MOU on or around its anniversary date annually and develop new plans or goals as appropriate.

Section 5. Notices

Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this MOU shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this MOU, is writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

TO COUNTY:

Fort Bend County Office of Homeland & Emergency Management Attn: EMC 307 Fort Street Richmond, Texas 77469

With a copy to:

Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469

TO LOCAL JURISDICTION:

Local Jurisdiction Attn: Mayor or EMC Address list on the TDEM 147 Mayor/EMC Email

A Notice is deemed received if the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier upon receipt as indicated by the date on the signed receipt. If the addressee rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change in address for which no Notice was given upon the rejection, refusal, or inability to deliver.

Section 6. Compliance with Laws

The Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this MOU. In case any one or more provisions contained in this MOU is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Construction of Terms

This MOU should be consistent with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code, and Bend County Emergency Operation Plan, as they may be amended hereafter. As used in this MOU, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

Section 8. Venue

The mandatory and exclusive venue of any dispute between the Parties shall be Fort Bend County, Texas.

Section 9. Non-Exclusive

This MOU is not intended to be an exclusive MOU, and each Party may enter into another similar MOU. This MOU replaces and terminates any previous existing mutual aid MOU for like services entered into by the same Parties.

Section 10. Confidential and Proprietary Information

LOCAL JURISDICTION acknowledges that it and its employees, members, or agents may, while performing their responsibilities under this MOU, be exposed to or acquire confidential information for the County. Any information of any form obtained by LOCAL JURISDICTION or its employees or agents from the County in the performance of this

MOU shall be deemed confidential information of the County ("Confidential Information").

LOCAL JURISDICTION agrees to hold Confidential Information in strict confidence, using at least the same degree of care that LOCAL JURISDICTION uses in maintaining the confidentiality of its confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

LOCAL JURISDICTION, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

LOCAL JURISDICTION expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the MOU to the contrary, the County will make any information related to the MOU, or otherwise, available to third parties in accordance with the Texas Public Information Act.

Section 11. Independent Contractor

In the performance of work or services hereunder, LOCAL JURISDICTION shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees, or volunteers and or members of LOCAL JURISDICTION or, where permitted, of its subcontractors.

LOCAL JURISDICTION and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this MOU, be deemed to be employees, agents, or servants of the County and shall not be entitled to any of the privileges or benefits of the County employment.

Section 12. Severability

Suppose any provision of this MOU is determined to be invalid, illegal, or unenforceable. In that case, the remaining provisions remain in full force, if the essential terms and conditions of this MOU for each party remain valid, binding, and enforceable.

Section 13. Conflict

In the event there is a conflict between this MOU and the Fort Bend County Emergency Operation Plan,

LOCAL JURISDICTION expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the MOU to the contrary, the County will make any information related to the MOU, or otherwise, available to third parties per the Texas Public Information Act.

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In the performance of work or services hereunder, LOCAL JURISDICTION shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees, or volunteers and or members of LOCAL JURISDICTION or, where permitted, of its subcontractors.

LOCAL JURISDICTION and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this MOU, be deemed to be employees, agents, or servants of the County and shall not be entitled to any of the privileges or benefits of the County employment.

Section 12. Severability

Suppose any provision of this MOU is determined to be invalid, illegal, or unenforceable. In that case, the remaining provisions remain in full force, if the essential terms and conditions of this MOU for each party remain valid, binding, and enforceable.

Section 13. Conflict

In the event there is a conflict between this MOU and Annex R of the Fort Bend County Basic Plan, Annex R of the Fort Bend County Emergency Operation Plan, and any amendments thereto controls.

Section 14. Recitals

The recitals set forth above on Page 1 are incorporated herein by reference and made a part of this Agreement.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

EXECUTION

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

Local Jurisdiction	Providing Agency (If different from Local Jurisdiction)
By(Signature)	By(Signature)
Name:	` -
Title:	Title:
County:	•
Date:	Date:
Fort Bend County	
By(Signature)	_
Name:	_
Title:	_
County:	
Date:	_
ATTEST:	
Laura Richard, Fort Bend County Clerk	_ k

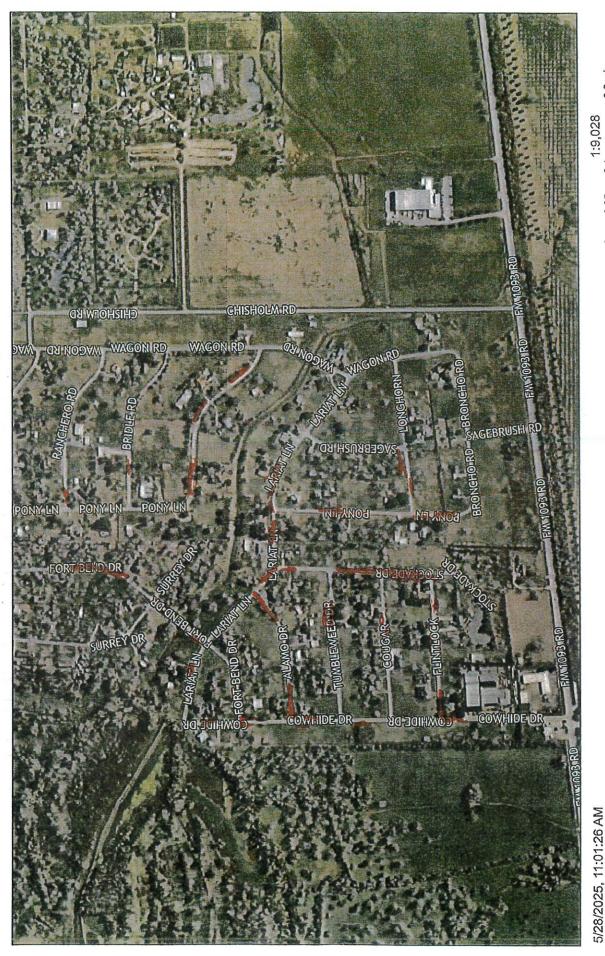
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CONTRACT/ESTIMATE

L A	N D S C A P E	PROJE	CT #:		D/	ATE:	9/3/2025	5
TF	REE DIVISION	PHONE	E NUN	MBERS:				
BILLED TO:	City of Simonton	HOME:				WORK:	(281) 5	33-9809
	P.O. Box 7	FAX:				MOBILE:		
	Simonton, TX 77476	EMAIL:	info(usimontontexas	.gov			
ATTN:	Laurie Boudreaux		Mayo	@simontontexas	.gov	CUST#:		
SERVICE ADDRESS:	Valley Lodge Sections 2 & 3	Simon	ton, ⁻	X 77476				
	WORK TO BI	E PERF	ORM	ED:				COST
Landscape – Tı pole saws/clipp	n tree crew to perform the scope of ser ree Division Arborist. The tree crew wil ers, climbing equipment, PPE, and traf t trucks and prentice loaders.	vices liste I be equip	ed belo	w under the supe	k, chipp	per, chains	saws,	0001
Roadway Clearance Pruning: Raise trees along roadways to a minimum height of 12' over the curb (or edge of roadway) and 15' over the center of the roadways in areas marked on provided map. Residential trees (Oaks, Pecans, Elms) encroaching roadways will be properly pruned (crown reduced) for clearance while maintaining aesthetic value. Haul all generated debris.						\$16,625.00		
If acceptable	, please sign and email back to i	me or re	spon	d approved. T	hank	you.		
Email: <u>agan</u>	naway@yellowstonelandscape.c	<u>com</u>			Aar	on Gann	away	
improvements locatidentifies and locations YELLOWSTONE Lighter requested to the contraction of the contract	ANDSCAPE will not be held liable for damage ated under the surface of the property, or unmes, with sufficient visible markers, all hazards praction. ANDSCAPE will not be responsible for confirming work is to be completed. Overhead powerling	arked ease ior to comm ig ownership nes are EX	ments, enceme o of prop TREME	unless owner or own nt of the work being perty or trees located of LY dangerous, and	er's age performe on proper no wo	rty Sal		\$16,625.00
whatsoever will I accordingly when receive multiple inv	be performed within twenty feet (20') of au using pole or extension saws. If multiple scoroices. Payment is due upon receipt of invoice. Ardue accounts. You will also be liable for all legations.	pes of work service ch	ne. This are detarge of	s distance shall be ailed on one estimate .5% per month or 18°	adjuste	ed laz av	-	\$16,625.00
	Accepted By:				Date:			_

Fort Bend CAD Web Map



5/28/2025, 11:01:26 AM Texas Counties

Streets

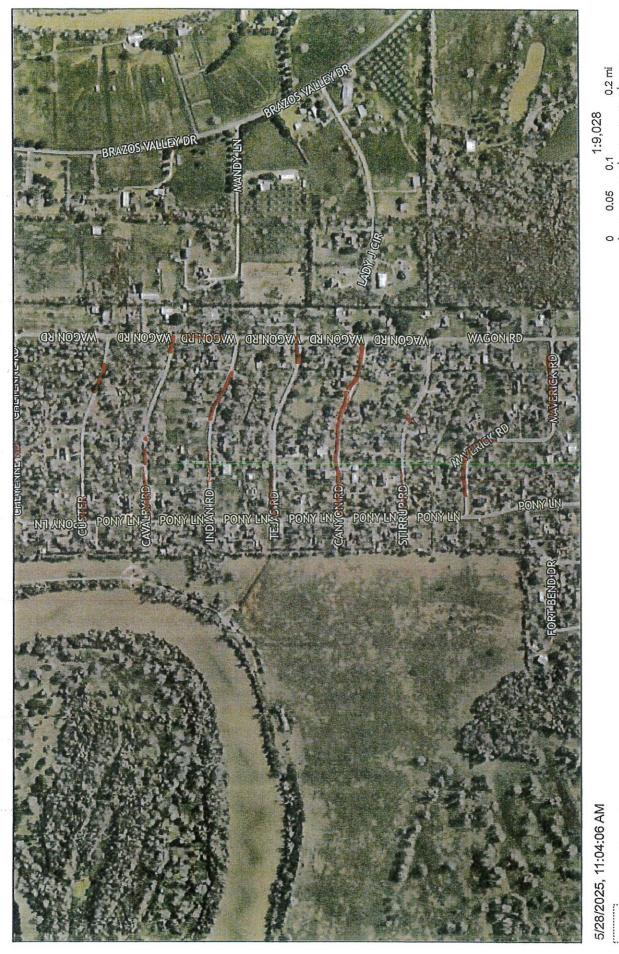
Fort Bend County Appraisal District, BIS Consulting - www.bisconsulting.com Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Sources: Esti, TomTom, Garmin, FAO, NOAA, USGS, @ OpenStreetMap contributors, and the GIS User Community

0.2 mi

0.05

Fort Bend CAD Web Map



5/28/2025, 11:04:06 AM

Texas Counties

Streets

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

0.2 mi

0.05



5i

Live Streaming

A PROPOSAL FOR

City of Simonton

Laurie Boudreaux mayor@simontontexas.gov (281) 533-9809

35011 Farm to Market Road 1093 Simonton, TX 77476

PREPARED BY BEN GALLEGOS . EXPIRES OCTOBER 22, 2025



Legit Works.

About Us

Legit Works is a prestigious AVIT company specializing in delivering comprehensive audiovisual and information technology solutions tailored to meet the unique needs of our clients. With a dedicated team of experts, we provide end-to-end services, from design and installation to ongoing support and maintenance.

Our commitment to excellence ensures that every project, whether large or small, is executed with precision, creativity, and attention to detail. We pride ourselves on our ability to integrate the latest technology seamlessly into any environment, creating innovative and functional spaces that enhance productivity and entertainment.

At Legit Works, we work closely with our clients to understand their vision and deliver solutions that exceed expectations. Our services span a wide range of industries, and our flexible approach allows us to handle diverse projects, from corporate offices and residential spaces to event venues and specialized installations.

Our mission is to work diligently and faithfully to simplify your technology needs with exceptional service, cuttingedge solutions, and steadfast support — ensuring your AV and IT systems operate flawlessly while reflecting integrity and excellence in all we do.

Project Description

Scope of Work - Live Stream Setup Installation

Objective

Install and configure a professional livestream system with integrated audio processing, wired and wireless microphones, PTZ camera, and dedicated PC for livestream software.

Work Description

1. Audio System Setup

- Install and configure audio processor for signal routing, mixing, and optimization.
- Connect and test 6 wired microphones (stage/podium/desk as specified).
- Install and configure 2 wireless microphones with receivers, ensuring strong coverage and minimal interference.
- Balance and tune all microphone inputs for optimal clarity, gain structure, and noise reduction.

2. Video System Setup

- Install and configure PTZ camera at designated location(s).
- Run data and video cabling from PTZ camera to the livestream PC.
- Set up PTZ control system (via software, joystick, or control surface).
- · Optimize camera angles, presets, and framing for livestream use.

3. PC & Livestream Software

- · Install dedicated PC system for livestream.
- Install and configure livestream software (OBS).
- · Integrate audio and video feeds into livestream software.
- Configure livestream output settings (resolution, bitrate, streaming platform integration such as YouTube, Facebook, or Zoom).

4. System Integration & Testing

- Ensure seamless integration between audio processor, microphones, PTZ camera, and livestream software.
- Test full livestream workflow with sample broadcast.
- · Perform latency and quality checks on both audio and video.
- Provide basic training on system operation (switching cameras, audio adjustment, starting/stopping stream).

Areas & Items

Live Stream

Items		Sell Price	Qty	Total
	QSC Q-SYS Network and Analog I/O Audio Processor (2015)		x 1	\$6,853.99 Combined Price
	QSC Q-SYS Network Audio Mic/Line Input Expander		x2	
	TP-Link 16-Port Gigabit Smart Switch with PoE+		x1	
1	Shure 18" Gooseneck Microphone with Desktop Base	\$158.00	х6	\$948.00
	Shure Dual-Channel Handheld Wireless System (2013)	\$686.00	x1	\$686.00
	QSC Q-SYS 12x Zoom 80-Degree PTZ Network Camera	\$4,950.00	x1	\$4,950.00
	Custom Built PC See Spec sheet for full build information	·	x1	\$1,009.00 Combined Price
	Sceptre 27-inch Monitor FHD LED 75hz		x1	
*	Labor Labor Advanced Company C		x14	\$3,700.00 Combined Price

х6





Miscellaneous

\$1,440.00

x1

\$1,440.00

Covers wire, small parts, and any additional items for a smooth installation.

Live Stream Total: \$19,586.99

Financial Summary

	Parts (Taxable)	\$15,886.99
v # 1	Total Parts	\$15,886.99
. 4	Labor (Tax Exempt)	\$3,700.00
	Total Labor	\$3,700.00
	Subtotal	\$19,586.99
	Sales Tax	\$1,310.68
10000011.15001101101.0011110000156	Parts: 8.25% Labor: Exempt	udiplication and a referred to the state of

Proposal Total \$20,897.67

Payment Schedule

Payment 1	100% of Parts Total	Due Upon Proposal Acceptance
Payment 2	50% of Labor Total	Due Upon Job Start
Payment 3	50% of Labor Total	Due Upon Job Completion

PAYMENT SCHEDULE

Payment 1	100% of Parts Total • \$17,197.67 Due Upon Proposal Acceptance
Payment 2	50% of Labor Total • \$1,850.00 Due Upon Job Start
Payment 3	50% of Labor Total • \$1,850.00 Due Upon Job Completion

Project Terms

Sales and Service Agreement

Effective as of the Client's digital acceptance and/or first payment toward any associated invoice or proposal.

This Service Agreement ("Agreement") outlines the terms under which Legit Works ("Provider") agrees to deliver services and products to the Client. By accepting a proposal or submitting payment, the Client agrees to all terms listed below.

1. Legit Works Process

Before any work begins, Legit Works follows a structured 3-step process:

Step 1: Scope of Work – We assess your needs, confirm the project direction, and outline a detailed plan.

Step 2: SLA (Service Level Agreement) – Once the scope is approved, an onboarding fee is collected to cover system design, layout planning, and scheduling.

Step 3: Proposal & Project Execution – We deliver a detailed proposal, schedule the project, and begin work following the payment structure below.

2. Project Payments

Payment 1 - Parts Total

- 100% of all parts and materials
- Due Upon Proposal Acceptance

Payment 2 – Labor Deposit

- •50% of total labor
- Due at Job Start

Payment 3 - Labor Balance

- 50% of remaining labor
- Due Upon Job Completion

Late payments beyond the due date will incur delays and may result in additional administrative fees.

3. Scope of Services

Legit Works will provide the services detailed in the approved proposal. Any equipment provided by the Client must be delivered to the job site prior to the scheduled start. Legit Works is not liable for delays caused by unavailable or late-arriving client-provided equipment.

4. Invoicing & Payment Terms

Invoices are due upon receipt unless otherwise specified. Payments not made within the agreed timeline may result in paused service, scheduling changes, or additional late fees.

5. Cancellation & Rescheduling

This Agreement remains active until project completion. Either party may cancel with 7 days written notice, and work completed up to that point will be invoiced and due in full. Retainers and onboarding fees are non-refundable.

6. Contractor Relationship

Legit Works is an independent contractor and not an employee, agent, or partner of the Client.

7. Ownership of Work

All system designs, layouts, documentation, and programming created by Legit Works remain the intellectual property of Legit Works unless otherwise agreed in writing.

8. Media Release

Client agrees that Legit Works may use photos, videos, or recordings of this project for marketing and documentation purposes unless otherwise requested in writing.

9. Equipment Substitutions

If a proposed product is discontinued, delayed, or unavailable, Legit Works reserves the right to substitute it with a comparable product of equal or greater value and functionality.

10. Delivery, Title, and Risk

Once goods are delivered to the job site, risk of loss and ownership passes to the Client. Delivery dates are estimated and may vary due to manufacturer or shipping delays.

11. Warranty & Product Responsibility

Unless stated otherwise, all products are sold as is. Legit Works honors any manufacturer warranty but makes no additional warranties beyond that. Clients are encouraged to review product documentation for warranty details.

12. Limitations of Liability

Legit Works is not liable for indirect, incidental, or consequential damages (including data loss or loss of use). Liability is limited to the value of services or equipment provided.

13. Claims & Legal Disputes

Any claims related to this project must be submitted within 12 months of discovery. This Agreement is governed by the laws of the State of Texas.

14. Taxes & Third-Party Fees

Client is responsible for any applicable sales tax and third-party service charges unless otherwise stated in the

proposal.

15. Refund Policy

No refunds will be issued on new equipment that has been installed and active for 7 or more days.

16. Entire Agreement

This document, along with any proposal, invoice, or change order, represents the complete agreement between both parties. Verbal agreements not documented in writing will not be enforced.

By signing or submitting any payment toward this proposal or invoice, the Client agrees to all terms outlined in this Agreement.

ESTIMATE

Sido Services LLC 5522 Gibralter Pl Richmond, TX 77407-4190 msido@sidoservices.net +1 (832) 276-9998 https://www.sidoservices.net/





Bill to
City of Simonton
35011 Farm to Market Rd 1093, Fulshear TX
77441

Estimate details

Estimate no.: 1002

Estimate date: 08/12/2025 Expiration date: 09/12/2025

#	Product or service	Description		Qty	Rate	Amount
1.	Products	Material needed for set up (attached		1	\$20,724.00	\$20,724.00
2.	Services	Labor, programming & set up		1	\$8,660.00	\$8,660.00
			Total		\$	29,384.00
	Note to customer Service date: as needed Payment terms: 60% upon approval		The same of the sa	Expiry date		09/12/2025
	Accepted date	Accepted by				

Materials needed:

Conference Room



110 Series Unmanaged+ Gigabit Switch | 8 Rear Ports Araknis Networks . Qty 1



Cat 5e Ethernet Patch Cable
- 3 Ft | Blue
Wirepath. Qty1



B5 Series Analog Audio Cable - 6.5 Ft (2 M)
Binary. Qty 4



Huddly AI Collaboration Camera BTX . Qty 1



70V/8-Ohm IP-Enabled Amplifier Episode . Qty 1



Commercial Series 70-Volt In-Ceiling Speaker with Tile Bridge & 6" Woofer Episode . Qty 4



Includes wiring for a pair of speakers. (1-Zone of Audio). Includes wire only and will be trimmed with blank plate.
XELA MEDIA. Qty 4



Handheld Transmitter with VP68 Capsule, Z10 Frequency Band Shure . Qty 1



Desktop Based Gooseneck Transmitter Shure . Qty 6



Access Point Transceiver, Z10 Frequency Band Shure . Qty 1



Networked Docking Stations That Can Charge 8 MXW Next Transmitters Without Removing The Battery, Compatible with MXW Next Gooseneck Boundary Transmitters Only Shure . Qty 1