

ALLEN OWEN
Mayor
JERRY WYATT
Councilmember at Large Position 1
CHRIS PRESTON
Councilmember at Large Position 2



YOLANDA FORD
Mayor Pro Tem
Councilmember District A
JEFFREY L. BONEY
Councilmember District B
ANTHONY G. MAROULIS
Councilmember District C
FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, July 2, 2018**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Administer the oath of office to certain members of the City of Missouri City's boards, committees, and commissions.
- (b) Proclaim the month of July as "Parks and Recreation Month" in the City of Missouri City, Texas.

4. PUBLIC COMMENTS

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

5. STAFF REPORTS

- (a) City Manager announcements.
- (b) Presentation of the Missouri City Police Department annual report.

6. CONSENT AGENDA

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

- (a) Consider approving the minutes of the special and regular City Council meetings of June 18, 2018; and, the special City Council meeting of June 25, 2018.
- (b) Consider accepting a report from the Capital Improvements Advisory Committee (CIAC) concerning capital improvement impact fees.

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*

(b) **Public Hearings and related actions** – *There are no Public Hearings and related actions on this agenda.*

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

9. AUTHORIZATIONS

(a) Consider authorizing the renewal of the Munis contract.

(b) Consider approving the parkland dedication for Zephyr House subdivision.

(c) Consider authorizing encroachment agreements with Kinder Morgan.

(d) Consider accepting a deed for land from Fort Bend County Municipal Utility District No. 26 to be used for a public roadway.

(e) Consider authorizing an interlocal agreement with Fort Bend County for first responder and emergency medical services.

(f) Consider authorizing an interlocal agreement with Fort Bend County for the housing of Fort Bend County emergency medical services ambulances and personnel at Missouri City Fire Station Nos. 1, 3, and 4.

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

11. RESOLUTIONS

(a) Consider a resolution authorizing the submission of a grant application to the Texas Water Development Board for flood protection planning grant assistance.

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor's Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

13. CLOSED EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.

14. RECONVENE

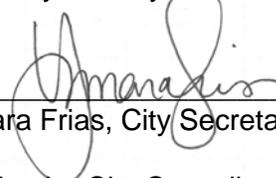
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.

CERTIFICATION

I certify that a copy of the July 2, 2018, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on June 29, 2018, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2018.

Signed: _____

Title: _____



**Council Agenda Item
July 2, 2018**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, June 18, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:15 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Owen called the meeting to order at 6:19 p.m.

Those also present: Mayor Pro Tem Ford and Councilmembers Wyatt, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, Deputy City Secretary Berglund, Assistant City Manager Atkinson, Assistant City Manager Elmer, Director of Development Services Spriggs, Director of Financial Services Atmore, Chief Performance Officer Weisenberger, Assistant City Attorney Santangelo, Grants Coordinator Ricketts, Visitors Center Coordinator McCallan, and Media Relations Specialist III Stottlemeyer. Absent: City Secretary Jackson. Councilmember Preston arrived at 6:27 p.m.

2. DISCUSSION/POSSIBLE ACTION

- (a) Interview, discuss, and consider a candidate to serve on the Community Development Advisory Committee.

Mayor Owen moved item 2a into executive session pursuant to Section 551.074.

- (b) Tourism Program and Visitors Center Update.

Chief Performance Officer Weisenberger and Visitors Center Coordinator McCallan presented an update on the City's tourism program and visitors center.

3. CLOSED EXECUTIVE SESSION

After proper notice given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:39 p.m.

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

Texas Government Code, Section 551.074 – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee: Community Development Advisory Board.

4. RECONVENE

At 6:59 p.m., Council reconvened into open session. No action was taken.

2. DISCUSSION/POSSIBLE ACTION

- (c) Discuss the Consolidated Plan.

Director of Development Services Spriggs presented and asked for direction on a future Council and Community Development Advisory Board joint meeting.

5. ADJOURN

The special City Council meeting adjourned at 7:01 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

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Councilmember at Large Position 2



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Councilmember District D

CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, June 18, 2018**, at the City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

1. **ROLL CALL**

Mayor Owen called the meeting to order at 7:08 p.m.

Those also present: Mayor Pro Tem Ford, Councilmembers Wyatt, Preston, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, and Deputy City Secretary Berglund. Absent: City Secretary Jackson.

2. The **PLEDGE OF ALLEGIANCE** was led by Boy Scout Troop 828 member.

3. **PRESENTATIONS AND RECOGNITIONS**

Recreation Specialist Thompson presented on the Fourth of July celebration events.

4. **PUBLIC COMMENTS**

Leronia Boughton, 2331 Quail Place Drive, spoke about safety issue pertaining to unleashed dogs at City parks. Boughton requested signage be posted on the entrance of trails at Moseley Park and Oyster Creek Park about the leash law and police presence at the parks on random days.

5. **STAFF REPORTS**

City Manager Snipes wished everyone a belated Happy Father's Day. He reminded the public to be mindful of the heavy rain forthcoming during the week. Snipes stated that for the 30th consecutive year, the City was awarded the distinguished budget presentation award by the Government Finance Officers Association for fiscal year 2018. He noted several routes that would be closed due to construction and that updates could be found on the City's website. Snipes invited everyone to the City's annual Fourth of July celebration to be held at Buffalo Run Park. Snipes provided several highlights that included Mayor Owen who participated in a TSA safety initiative; Councilmember Boney who represented the City at several grand openings; Councilmember Maroulis who presented a proclamation to the Toastmaster Chapter; Councilmember Emery who helped raise awareness for the Santa Fe fundraiser; Mayor Pro Tem Ford who hosted the District A Town hall meeting; the Missouri City Juneteenth Celebration Foundation for hosting four days of activities; and, City Secretary Jackson who presented at the Citizen's University class. Snipes also recognized Jason Mangum who received a certification as a Parks and Recreation Executive and TaBorah Goffney who joined the City as the First Animal Services Manager.

6. **CONSENT AGENDA**

- (a) Consider approving the minutes of the special and regular City Council meetings of June 4, 2018.
- (b) Consider an ordinance continuing Article VII of Chapter 74 of the Missouri City Code; continuing the rules and regulations pertaining to the standards of care for certain elementary-age recreation programs operated by the City of Missouri City; and consider the ordinance on the second and final reading.

- (c) Consider an ordinance approving rates incorporated in the proposed settlement agreement for the provision of natural gas service by SiEnergy, LP, within the City of Missouri City; declaring a final determination of rates; requiring acceptance by SiEnergy, LP, of the rates prescribed therein; establishing an effective date; and consider the ordinance on the second and final reading.

Councilmember Wyatt moved to approve the Consent Agenda pursuant to recommendations by City Staff. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

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

10. ORDINANCES

- (a) Consider an ordinance amending the general budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018; changing the ending date of the fiscal year from June 30, 2018 to September 30, 2018; transferring various appropriations among accounts; authorizing the appropriate city officials to take steps necessary to accomplish such transfers; amending the authorized staffing for Fiscal Year 2018; authorizing the appropriate city officials to take steps necessary to accomplish such amendments; making certain findings; containing certain provisions relating to the subject; and consider the ordinance on the first and final reading.

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

11. RESOLUTIONS

- (a) Consider a resolution adopting rules governing the investment of funds of the City of Missouri City; designating the Assistant City Manager and the Finance Department Director to be responsible for the investment of City funds; and providing for repeal.

Councilmember Wyatt moved to approve the resolution. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution amending Resolution No. R-09-13, adopted on May 4, 2009; amending the bylaws of the Missouri City Recreation and Leisure Local Government Corporation; and making other provisions related to the subject.

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

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Boney recognized City staff for successful events. Mayor Owen stated Councilmember Wyatt and Emery attended the Quail Valley East HOA meeting. He also noted he toured the new Best Buy location and they were looking to hire new employees.

13. ADJOURN

The regular City Council meeting adjourned at 7:35 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

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Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, June 25, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following:

1. CALL TO ORDER

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

Those also present: Mayor Pro Tem Ford and Councilmembers Wyatt, Preston, and Maroulis; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Elmer, Director of Development Services Spriggs, Fire Chief Campbell, Director of Communications Walker, Assistant Fire Chief/Fire Marshal Rios, Recreation Superintendent Mize, Recreation Specialist Thompson, and Media Relations Specialist Stottlemeyer. Absent: Councilmember Boney and Councilmember Emery.

2. DISCUSSION/POSSIBLE ACTION

- (a) Consider appeals of the development services director's denial of food truck permits for the July 4th Celebration event.

City Manager Snipes provided an overview of the appealed food truck permit denials based upon the City's food truck ordinance. He stated that in accordance with Chapter 18 of the City Ordinance on Mobile Food Units, all permits denied could be appealed to City Council. Assistant City Manager Elmer stated the primary reason for the denials have been due to the requirement of a Type 1 hood and fire suppression system in food trucks. While many newer trucks were constructed with such a system, older units do not. City Staff has brought before City Council the proposals for appeal from all the denied food truck permits for the City's July 4th event. City Staff, including Fire Safety, believe there were sufficient grounds within the Fire Code to insure that alternative fire safety methods could be employed to insure a safe event.

City Attorney Iyamu asked if City Staff could bring forth amendments to the existing ordinance to allow the Fire Marshal to determine whether exceptions should be made in keeping with safety standards. Councilmember Wyatt responded, yes.

Assistant Fire Chief/Fire Marshal Rios added the ordinance was adopted upon the best practices that reflect how the industry was progressing. Mayor Owen asked if the Fire Marshal's office would inspect all food trucks onsite. Assistant Fire Chief/Fire Marshal Rios responded food trucks would be inspected before the event in coordination with the City's Health division. Recreation Superintendent Mize asked when the food trucks would be inspected. Assistant City Manager Elmer stated they would be inspected onsite, before beginning operations. Recreation Specialist Thompson stated she would provide the food truck setup schedule to the Fire Marshal's office so that inspections could be held during this time.

Councilmember Wyatt moved to approve all food truck permit appeals; authorized the Fire Marshal to consider future approvals of food truck permits until the standard becomes effective; and, authorized the Fire Marshal to consider future approvals of any last minute additions or substitutions of food trucks. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

5. ADJOURN

The special City Council meeting adjourned at 6:10 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 6(b) Consider accepting a report concerning impact fees and the impact fees Capital Improvement Plan from the Capital Improvements Advisory Committee (CIAC)
Submitted by: Jennifer Hobbs, P.E., Assistant City Engineer

SYNOPSIS

City Council appointed the Planning and Zoning Commission (P&Z) to serve as the Capital Improvements Advisory Committee (CIAC). P&Z is required to conduct a semiannual review and prepare a semiannual report relating to the City's impact fees and related capital improvements plan.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The City has adopted three impact fees by ordinance or resolution; (1) Lake Olympia Parkway Extension (O10-28), (2) Mustang Bayou (O-15-04), and (3) Northeast Oyster Creek Sub-watershed (R-12-33). Texas Local Government Code, Section 395.058 (c), authorizes the CIAC to serve in an advisory capacity to:

1. Advise and assist the political subdivision in adopting land use assumptions;
2. Review the capital improvements plan and file written comments;
3. Monitor and evaluate implementation of the capital improvements plan;
4. File semi-annual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
5. Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

Section 395.058 (d) requires the City to make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan. Jennifer Hobbs, P.E., Assistant City Engineer has reviewed the reports and recommended that no changes be made to the land use assumptions, capital improvements plan, or the impact fees for Lake Olympia Parkway Extension, Mustang Bayou, and Northeast Oyster Creek Sub-Watershed to the CIAC at their June 2018 meeting. The CIAC accepted staff's recommendation and further recommends approval to the City Council.

BUDGET/FISCAL ANALYSIS

These impact fees will reimburse the city for past capital improvements expenditures.

SUPPORTING MATERIALS

1. June 2018 Memo to CIAC
2. CIAC recommendation and minutes

STAFF'S RECOMMENDATION

CIAC recommends that the Council adopt the report that no changes be made to the land use assumptions, capital improvements plan, or the impact fees for Lake Olympia Parkway Extension and Mustang Bayou.

Director Approval:

Shashi K. Kumar, P.E.

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

Scott R. Elmer, P.E.



**CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
STAFF REPORT**

AGENDA DATE: June 13, 2018

AGENDA ITEM SUBJECT: Impact Fee Six Month Update

AGENDA ITEM NUMBER: 9.B.

SUBMITTED BY:  **Shashi Kumar, PE, CFM**, Director, Public Works/City Engineer

BACKGROUND:

The members of the Planning and Zoning Commission serve in an advisory capacity as the Capital Improvement Advisory Committee (CIAC) to (1) advise and assist the City Council in adopting land use assumptions; (2) review impact fee capital improvements plans and file written comments; (3) monitor and evaluate the implementation of the impact fee capital improvements plans; (4) file semiannual reports to the progress of impact fee capital improvement plans, reporting to the City Council any perceived inequities in implementing the plans or imposing the impact fees; and (5) advise the City Council of the need to update or revise land use assumptions, impact fee capital improvements plans, and impact fees.

The City has adopted three impact fees by ordinance or resolution; (1) Lake Olympia Parkway Extension (O-10-28), (2) Mustang Bayou (O-15-04), and (3) Northeast Oyster Creek Sub-Watershed (R-12-33).

Section (d) of 395.058, Texas Local Government Code, requires that the City make available to the CIAC any professional reports with respect to implementing the capital improvements plan. Shashi Kumar, P.E., Director of Public Works/City Engineer has reviewed the reports and recommends no changes be made to the land use assumptions, capital improvement plan, or impact fees for Lake Olympia Parkway Extension and Mustang Bayou. A separate report will be made on Northeast Oyster Creek Sub-Watershed as it has just undergone the five year review.

RECOMMENDED ACTION:

Staff recommends that the Capital Improvement Advisory Committee approve that no changes be made to the land use assumptions, capital improvements plan, or the impact fees for the Lake

Olympia Parkway Extension or Mustang Bayou Watershed and forward this report to City Council with a recommendation for consideration and adoption thereof.

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



MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
June 13, 2018

1. CALL TO ORDER

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

2. ROLL CALL

Commissioners Present:

Sonya Brown-Marshall
Tim Haney
Douglas Parker
Hugh Brightwell
John O'Malley
James G. Norcom III
Reginald Pearson

Commissioners Absent: Courtney Johnson Rose, Ramesh Anand

Councilmembers Present:

Staff Present:

Otis T. Spriggs, Director of Development Services
James Santangelo, Assistant City Attorney
Jennifer Hobbs, Assistant City Engineer
Thomas White, Planner II
Mason Garcia, Planner I
Egima Brown, Planning Technician

Others Present:

Geoff Freeman, Troy Nixon, Scott Frankovich, David Rivera, Jorge De La Rosa, Marie Escue

3. READING OF MINUTES:

Chairman Brown-Marshall called for a motion to accept the May 9, 2018 Planning and Zoning Commission meeting minutes.

Motion: Approval of the May 9, 2018 meeting minutes

Made By: Commissioner O'Malley

Second: Commissioner Pearson

AYES: Commissioner Brown-Marshall, Commissioner Haney, Commissioner Brightwell, Commissioner O'Malley, Commissioner Pearson,

NAYES: None

ABSTENTIONS: Commissioner Norcom, Commissioner Parker

The motion passed.

4. REPORTS

A. COMMISSION REPORTS

(1) Chairman of the Planning and Zoning Commission
Welcomed Commissioner Norcom.

(2) Planning and Zoning Commissioners
None

B. STAFF REPORTS

(1) Development Services
a. Director- Otis T. Spriggs
Welcomed Commissioner Norcom.

(2) City Engineer
a. Assistant City Engineer – Jennifer Hobbs
None

5. PUBLIC COMMENTS:

None

6. PLATS

A. CONSENT AGENDA

(1) Consider approval of a preliminary plat for Avalon at Sienna Plantation
Section 5

(2) Consider approval of a preliminary plat for Pike Champions Subdivision

- (3) Consider approval of a preliminary plat for Hagerson Road Street Dedication Phase Two
- (4) Consider approval of a final plat for Lake Shore Harbour Section 8
- (5) Consider approval of a final plat for Murphy Village Townhomes
- (6) Consider approval of a final plat for Sienna Plantation Section 15A
- (7) Consider approval of a final plat for Sienna Plantation Section 17A

Motion: The Planning and Zoning Commission grant conditional approval of the Consent Agenda

Made By: Commissioner Haney

Second: Commissioner Brightwell

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYES: None

ABSTENTIONS: None

The motion passed.

B. PUBLIC HEARING AND CONSIDERATION OF MUSTANG TRAILS, BEING A REPLAT OF PARK GATE SECTION ONE

- (1) Consider approval of Mustang Trails Section 1A being a partial replat of Park Gate Section One

Mason Garcia presented this item. Mason informed that the property is located south of Cartwright Road, southwest of Foodarama, north of Thunderbird North. Parks Gate Section One was Section 1A, 1B and part of Section 3.

Otis Spriggs informed that the concept plan was approved in March, 2018. Park Gate was the original name of the section. The parkland was presented before the Parks Board and approved.

Motion: To close the public hearing.

Made By: Commissioner Haney

Second: Commissioner Pearson

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYES: None

ABSTENTIONS: None

The motion passed.

Motion: The Planning and Zoning Commission grant conditional approval of a final plat of Mustang Trails Section 1A

Made By: Commissioner Haney
Second: Commissioner O'Malley

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Haney, Commissioner Parker, Commissioner Brightwell, Commissioner Norcom

NAYES: None

ABSTENTIONS: None

The motion passed.

(2) Consider approval of Mustang Trails Section 1B being a partial replat of Park Gate Section One

Motion: To close the public hearing.

Made By: Commissioner Haney
Second: Commissioner O'Malley

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYES: None

ABSTENTIONS: None

The motion passed.

Motion: The Planning and Zoning Commission grant conditional approval of a final plat of Mustang Trails Section 1B

Made By: Commissioner Haney
Second: Commissioner Pearson

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Haney, Commissioner Parker, Commissioner Brightwell, Commissioner Norcom

NAYES: None

ABSTENTIONS: None

The motion passed.

(3) Consider approval of Mustang Trails Section 2 being a partial replat of Park Gate Section One

Motion: To close the public hearing.

Made By: Commissioner Haney
Second: Commissioner O'Malley

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYES: None
ABSTENTIONS: None

The motion passed.

Motion: The Planning and Zoning Commission grant conditional approval of a final plat of Mustang Trails Section 2

Made By: Commissioner Haney
Second: Commissioner Parker

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Haney, Commissioner Parker, Commissioner Brightwell, Commissioner Norcom

NAYES: None
ABSTENTIONS: None

The motion passed.

7. ZONING MAP AMENDMENTS

None.

8. ZONING TEXT AMENDMENTS

A. CONSIDER AMENDMENTS REGARDING MURAL WALL ART AND PUBLIC ART

- (1) Discuss possible amendments to the Zoning Ordinance regarding mural wall art and public art.

Mr. Spriggs presented before the commission reiterating the City's existing Ordinances that will be affected which are:

- (1) Section 7A, Architectural Design Standards: Provides for the types of materials, colors and percentage use of each for all exterior walls of nonresidential, multifamily or condominium developments.
- (2) Section 8, Planned Development Districts: Provides flexibility to allow for the placement and maintenance of artwork.
- (3) Section 13, Sign Regulations: Provides that wall signs must consist of white channel letters, a registered/nonregistered logo or trademark, or a

pan sign (non-internally illuminated). Wall signage is limited in size based upon the linear frontage of a business. Wall signs in shopping centers/integrated business developments must be consistent in materials, location, illumination, construction and installation.

Mr. Spriggs gave a recap from the last Commission meeting highlighting the Commissioners key comments which were:

- (1) A focus Committee Appointment Approach
- (2) Concerns of areas that represent a theme approach (Is it conducive to the area). Selective, and controls of justification)
- (3) Public Art should be considered/included; since example definitions considered mural art as public art.
- (4) Corridor Overlay Approach. Away from bedroom community areas.
- (5) Provide for outlets for the artists; collaborate with higher education.

Mr. Spriggs also introduced the draft document forwarded from the Park's Director Jason Mangum, who was not able to attend this meeting.

Parks Department Public Art Criteria which covers an artwork or element of design that is either temporarily or permanently located in a public space. The document also covers a mission and vision statement which focuses on stimulating cultural interaction and education as well as community engagement.

Practical Criteria for artwork was included such as: safety, technicality and maintenance, site appropriateness and site suitability, budgetary, maintenance, installation, transportation, etc.

Aesthetic Criteria was also considered such as impact, quality and craftsmanship, originality, significance and culturally relevancy, and suitability and appropriateness as determined by an appointed art's commission.

Mr. Spriggs concluded that a very item will be the appointment of an oversight committee such as an 'arts commission' which could possibly follow the models of our neighbors such as Sugarland, Pearland, and the City of Houston who has been promoting public art since 1999. Such commission should comprise possibly of the following appointees with backgrounds such as:

- (1) Parks, arts or recreation user/advocate;
- (2) Landscape architect, interior designer, or urban planner;
- (3) Fine arts professional, educator, or artist;
- (4) Arts or architecture historian, administrator, or curator; are
- (5) Business or education leader/philanthropist.

Mr. Spriggs also noted that no follow-up comments were forwarded from the commissioners via email since the last meeting.

Commissioner Brightwell asked if the mural standards are considered public art and it is not on a public site or building, will we maintain it. He added that the question of art versus advertisement needs to be defined and regulated with the

option of letting the committee review the gray areas. The discussion led to concerns of defining the public art and its impact on the Zoning Code and related concerns. Mr. Spriggs clarified that although some of the requests would be on private property, but it may be visible from the public right of way or from other neighboring properties.

The P&Z Commissioners all agreed that this ZTA item needed further work and a workshop is in order to deal with all questions raised. Commissioner Norcom added that in his current role and employment they have a general point of contact that is an artist, and they recommend to a committee who reviews the artwork with a baseline of criteria. Chair Sonya Brown-Marshall urged commissioners to email any follow-up comments to staff. Staff agreed to follow up and facilitate the requested workshop.

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

A. PARKLAND DEDICATION

- (1) Consider approval of a parkland dedication for Zephyr House

Otis Spriggs presented this item. On June 7, 2018, the Parks Board approved the parkland dedication to move forward to City Council.

Motion: The Planning and Zoning Commission grant approval of a parkland dedication for Zephyr House.

Made By: Commissioner O'Malley

Second: Commissioner Haney

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYS: None

ABSTENTIONS: None

The motion passed

B. IMPACT FEES

- (1) Consider an updated report on the land use assumptions and capital improvements plan for the Northeast Oyster Creek Subwatershed, Lake Olympia Parkway Extension and Mustang Bayou Service Area.
(2) Consider approval of a semi-annual report to City Council.

Jennifer Hobbs presented this item. Jennifer informed that in the past six months there was an update on the Northeast Oyster Creek impact fees. Planning and Zoning and City Council voted to keep the impact fees the same due to not having further land to develop.

Jennifer Hobbs informed that Mustang has some of the last area to develop. There was a study on the waste water impact. There are a lot of areas for development. A third party has been hired. There are no new updates at this time.

Motion: The Planning and Zoning Commission grant approval of the Impact Fee report.

Made By: Commissioner Haney
Second: Commissioner Brightwell

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYS: None
ABSTENTIONS: None

The motion passed

10. CLOSED EXECUTIVE SESSION

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

11. RECONVENE

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

12. ADJOURN

Egima Brown
Planning Technician



**Council Agenda Item
July 2, 2018**

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



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(a) Consider authorizing the City Manager to negotiate and execute a contract to extend Tyler Munis Hosting Services.
Submitted by: Sedrick Cole, Director, Innovation and Technology

SYNOPSIS

Consider authorizing the City Manager to negotiate and execute a contract to extend Tyler Munis Hosting Services (SaaS). The contract will allow the City to continue to be hosted for Tyler Munis services.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout
- Create a great place to live
- Develop a high performance city team

BACKGROUND

The city currently utilizes Tyler technology solutions as the ERP suite for Financial and HR modules. The original contract was executed in 2011 for a 7 year term which ends in 2018. The city is currently in the process of bringing Munis in house which will provide a financial cost savings of \$63,493.00 annually. The contract renewal for a year will allow City staff to work with Tyler technologies on Migrating the data on premise providing better access and control to the data.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2018 Funds Budgeted	FY2018 Funds Available	Amount Requested
General Fund Revenues	101-53505-18-170	N/A	\$1,548,623.00	\$131,766.07	\$63,493.00

Purchasing Review: Shannon Pleasant, CTPM – Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, MBA, Budget & Financial Reporting Manger

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

SUPPORTING MATERIALS

1. Tyler Technology Quote
2. SaaS Renewal Amendment Contract

STAFF'S RECOMMENDATION

Director Approval:

Sedrick Cole, Innovation and Technology

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

Anthony J. Snipes, City Manager



Quoted By: Jeff Keller
 Date: 3/19/2018
 Quote Expiration: 4/30/2018
 Quote Name: City of Missouri City-ERP-SaaS Renewal
 Quote Number: 2017-33949
 Quote Description: SaaS Renewal

Sales Quotation For

City of Missouri City
 3845 Cartwright Rd
 Missouri City, TX 77459-2443
 Phone +1 (281) 403-8500

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Additional:				
Accounting/GL/BG/AP	\$10,712.00	1.0	\$10,712.00	0
Accounts Receivable	\$2,447.00	1.0	\$2,447.00	0
Applicant Tracking	\$1,020.00	1.0	\$1,020.00	0
Bid Management	\$1,224.00	1.0	\$1,224.00	0
BMI Asset Trk Interface	\$816.00	1.0	\$816.00	0
BMI CollectIT Interface	\$816.00	1.0	\$816.00	0
Business and Vendor Self Service	\$1,957.00	1.0	\$1,957.00	0
Business Licenses	\$2,241.00	1.0	\$2,241.00	0
Citizen Self Service	\$2,447.00	1.0	\$2,447.00	0
Contract Management	\$1,224.00	1.0	\$1,224.00	0
Employee Expense Reimbursement	\$1,483.00	1.0	\$1,483.00	0
Fixed Assets	\$2,855.00	1.0	\$2,855.00	0
General Billing	\$1,112.00	1.0	\$1,112.00	0
HR Management	\$2,855.00	1.0	\$2,855.00	0

Inventory	\$2,651.00	1.0	\$2,651.00	0
Munis Office	\$1,854.00	1.0	\$1,854.00	0
Payroll w/ESS	\$5,970.00	1.0	\$5,970.00	0
Professional Development	\$2,039.00	1.0	\$2,039.00	0
Project and Grant Accounting	\$2,184.00	1.0	\$2,184.00	0
Purchase Orders	\$2,855.00	1.0	\$2,855.00	0
Requisitions	\$1,854.00	1.0	\$1,854.00	0
Role Tailored Dashboard	\$1,854.00	1.0	\$1,854.00	0
Treasury Management	\$1,854.00	1.0	\$1,854.00	0
Tyler Cashiering	\$4,079.00	1.0	\$4,079.00	0
Tyler Forms Processing	\$3,090.00	1.0	\$3,090.00	0
TOTAL:	\$63,493.00		\$63,493.00	0

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$63,493.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$63,493.00
Contract Total	\$63,493.00	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

SAAS RENEWAL AND AMENDMENT TO AGREEMENT

This amendment (“Amendment”) is made this ____ day of _____, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Missouri City, with offices at 1522 Texas Parkway, Missouri City, TX 77489 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated September 07, 2011 (“Agreement”); and

WHEREAS, the Hosting Term of the Agreement expired September 14, 2017 (“Expiration Date”).

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. Tyler Hosted. For clarity, the parties agree and acknowledge that Tyler Content Manager and Transparency Portal will continue to be hosted by Client.
2. SaaS Term. The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the attached Sales Quotation and commencing on the day following the Expiration Date (for the purposes of this Amendment, the “Renewal Term”). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
3. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced as follows: The first three (3) quarters (September 15, 2017 – June 14, 2018) shall be invoiced upon execution of this Amendment, and the final quarter shall be invoiced on or about June 01, 2018. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.
4. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler	Missouri City, TX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(b) Consider approving a parkland dedication for Zephyr House subdivision
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

Zephyr House is one proposed single-family residential lot to be located south of Watts Plantation Road and east of Sienna Parkway.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

Mr. Ryan Moeckel, Texas Engineering and Mapping Company provided a proposal to provide a cash payment in lieu of parkland for the development of one single-family residential lot.

Staff recommended accepting the developer's proposal. The Parks and Recreation Board considered the applicant's proposal at their June 7, 2018 meeting and recommended that cash in lieu of parkland be accepted. The Planning and Zoning Commission considered the proposal at its June 13, 2018 meeting and forwards a positive recommendation to accept the parkland dedication proposal.

A final plat for the single-family lot was conditionally approved by the P&Z Commission on May 9, 2018.

The proposed development is located within Park Zone 12. If approved, a cash payment in lieu of parkland in the amount of \$1,400 can be used on park development or acquisition only in Park Zone 12.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2018 Funds Budgeted	FY2018 Funds Available	Amount Requested
Parkland Revenues		Parkland Zone 12			

Purchasing Review: N/A
Financial/Budget Review: LaToya Jasper, CPA, CGFO, CPM

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

SUPPORTING MATERIALS

1. Location map
2. Ryan Moeckel parkland proposal letter
3. Parks and Recreation Board meeting minutes (June 7, 2018)
4. Draft Planning and Zoning Commission meeting minutes (June 13, 2018)
5. Planning and Zoning Commission final report
6. Park Zones map

STAFF'S RECOMMENDATION

Approve the proposal to accept cash payment in lieu of a parkland dedication.

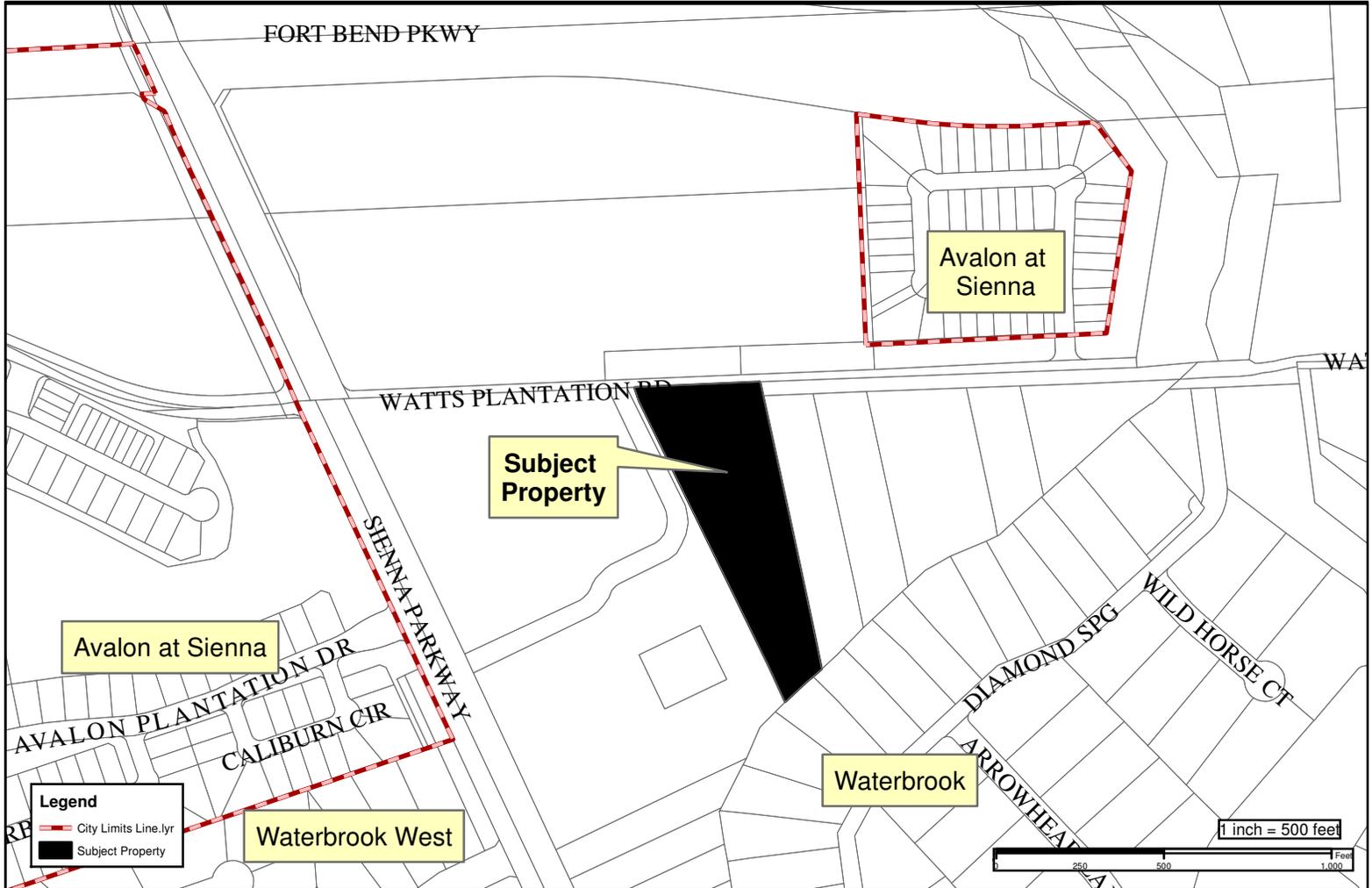
Director Approval:

Otis Spriggs, AICP, Development Services
Jason S. Mangum, CPRP, Parks and Recreation

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

Scott R. Elmer, P.E.

Location Map





**Texas
Engineering
And
Mapping Co.**

May 18, 2018

Missouri City Development Services Department
1522 Texas Parkway
Missouri City, Texas 77489

RE: *Zephyr House*

The owner of the proposed plat of Zephyr House is requesting the approval of payment of cash in lieu of providing parkland according to Sec 82-174(e)3 of the City of Missouri City's subdivision ordinance.

Amount of cash payment. To the extent that subsection (e)(2) of this section is not applicable, the dedication requirement shall be met by a payment of cash in lieu of land at a price set from time to time by the city council; sufficient to acquire land and provide for adjacent streets and utilities for a neighborhood park to serve the park zone in which such development is located. Such price shall be computed on the basis of \$1,400.00 per dwelling unit. Cash payments may be used only for acquisition or improvement of a neighborhood park located within the same zone as the development.

The proposed plat of Zephyr House, included with this letter, is proposing one residential lot (one dwelling unit). The owner is agreeable to providing the cash payment of \$1,400 per dwelling unit instead of providing additional parkland (*cash payment in lieu of dedication of land*). In this case the payment will be in the amount of \$1,400.

If you have any questions, please feel free to contact me at 281-491-2525.

Sincerely,

Ryan Moeckel
Platting Manager
Texas Engineering and Mapping Company

T.E.A.M. Works For You!

12718 Century Drive Stafford, Texas 77477 (281) 491-2525 / 491-2535 - FAX



Parks Board 2017-2018

Jason Mangum, Director of Parks & Recreation
Randy Troxell, Assistant Director of Parks & Recreation
Shane Mize, Recreation Superintendent
Barry Hamilton, Parks Superintendent
Pamela Andrews, Board Member
J.R. Atkins, Board Member
Diane Giltner, Board Member
Don Johnson, Board Member
Thomasine Johnson, Board Member

Adrian Matteucci, Board Member
Sharman McGilbert, Vice-Chair
Brian Merchant, Board Member
Loveless Mitchell, Board Member
Victoria Porter, Board Member
Rafik Sandford, Board Member
Buddy Snyder, Board Member
Llarance Turner, Chairman

**PARKS BOARD
MEETING MINUTES
JUNE 7, 2018
7:00 O’CLOCK P.M.
CITY COUNCIL CHAMBER**

ATTENDEES

Parks Board members in attendance: Diane Giltner, Don Johnson, Vice-Chair Sharman McGilbert, Adrian Matteucci, Brian Merchant, Buddy Snyder and Chairman Llarance Turner.

4. CONSIDER THE APPROVAL OF THE PARKLAND DEDICATION FOR ZEPHYR HOUSE

Parkland dedication for Zephyr House, a single, residential lot to be developed off of Watts Plantation Road was presented to the Board. The applicant has made a proposal to provide cash in lieu of parkland.

The Board asked questions as to the origin of the name of Zephyr House, and the park zone the money would be added into. The property is located within Park Zone #12.

Board member A. Matteucci made a motion to make a positive recommendation accepting the parkland dedication proposal. Board member B. Merchant seconded the motion.

Ayes: Board members Giltner, D. Johnson, Matteucci, McGilbert, Merchant, Snyder and Turner
Nays: None.

The motion passed.



MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
June 13, 2018

1. CALL TO ORDER

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

2. ROLL CALL

Commissioners Present:

Sonya Brown-Marshall
Tim Haney
Douglas Parker
Hugh Brightwell
John O'Malley
James G. Norcom III
Reginald Pearson

Commissioners Absent: Courtney Johnson Rose, Ramesh Anand

Councilmembers Present:

Staff Present:

Otis T. Spriggs, Director of Development Services
James Santangelo, Assistant City Attorney
Jennifer Hobbs, Assistant City Engineer
Thomas White, Planner II
Mason Garcia, Planner I
Egima Brown, Planning Technician

Others Present:

Geoff Freeman, Troy Nixon, Scott Frankovich, David Rivera, Jorge De La Rosa, Marie Escue

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

A. PARKLAND DEDICATION

- (1) Consider approval of a parkland dedication for Zephyr House

Otis Spriggs presented this item. On June 7, 2018, the Parks Board approved the parkland dedication to move forward to City Council.

Motion: The Planning and Zoning Commission grant approval of a parkland dedication for Zephyr House.

Made By: Commissioner O'Malley

Second: Commissioner Haney

AYES: Commissioner Brown-Marshall, Commissioner O'Malley, Commissioner Pearson, Commissioner Norcom, Commissioner Parker, Commissioner Brightwell, Commissioner Haney

NAYS: None

ABSTENTIONS: None

The motion passed



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: July 2, 2018

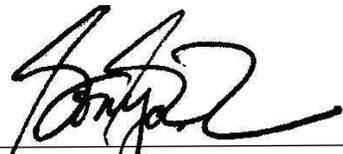
AGENDA ITEM SUBJECT: Parkland dedication for Zephyr House

AGENDA ITEM NUMBER: 9.B

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

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

Sonya Brown-Marshall, Planning and Zoning Commission Chair



Sonya Brown Marshall, Chair

PERMIT NUMBER: 2018-00010

PROPERTY ID: 0086-00-000-2301-907

LOCATION: Watts Plantation Road

ZONING DISTRICT DESIGNATION: R-1, single family residential district

DEVELOPMENT AGREEMENT/STRATEGIC PARTNERSHIP: None.

RECOMMENDED ACTION:

The Planning and Zoning Commission adopts the following as its Final Report and forwards it to City Council with a positive recommendation for consideration and adoption thereof, and following the requirements of Subdivision Ordinance Section 82-174 regarding the dedication of land for neighborhood parks; reservation of land for public purposes.

APPLICANT'S PROPOSAL:

Mr. Ryan Moeckel, Texas Engineering and Mapping Company provided a letter indicating the desire to provide a cash payment in lieu of parkland for the development of one single family residential lot.

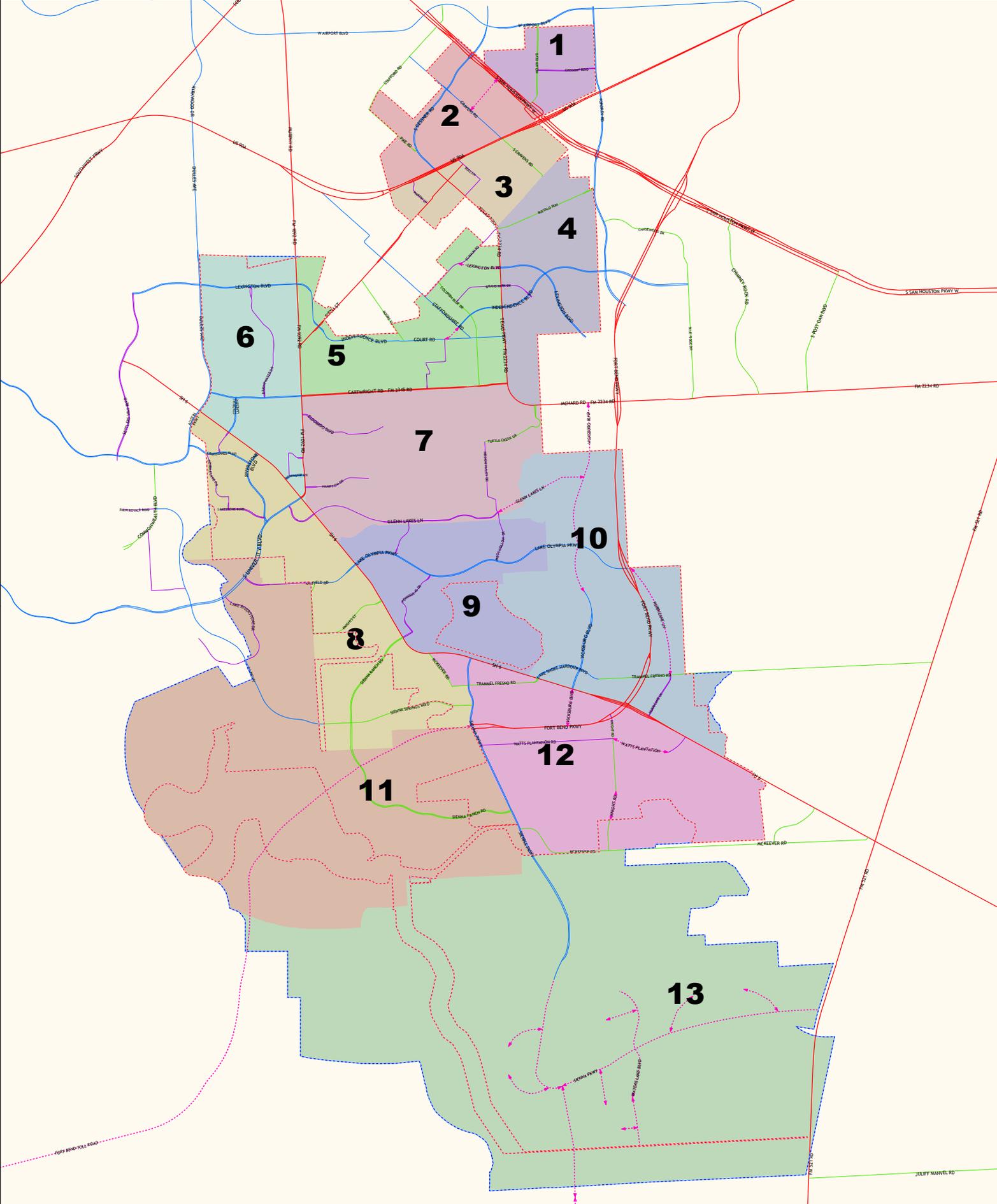
The Planning and Zoning Commission considered the subdivision for this single family residential lot on its May 9, 2018 agenda as the Zephyr House.

If approved, a cash payment of \$1,400 would be provided. The subject site is located within Park Zone #12.

PARKS BOARD ACTION:

At its June 7, 2018 meeting, the Parks and Recreation Board recommended approval for cash in lieu of parkland to allow for the development of one single family residential lot.

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



Map By:
GIS Division
December 2014



Park Zones

- Legend
-  Major Thoroughfare
 -  State
 -  Major Arterial
 -  Minor Arterial
 -  Major Collector
 -  Proposed Major Thoroughfare
 -  City Limits
 -  ETJ



0 2,000 4,000 8,000 12,000 Feet

Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(c) Encroachment Agreement
Submitted by: Jennifer Hobbs, P.E., Assistant City Engineer

SYNOPSIS

The encroachment agreement grants the City of Missouri City as the “Owner” of the property to construct a sidewalk under the supervision and guidelines of Kinder Morgan Crude and Condensate, LLC and Kinder Morgan Texas Pipeline, LLC as the “Company” operator of the existing access easement.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The City Parks & Recreation Department plans to construct a sidewalk from the parking lot off Bermuda Dunes Drive to create handicap accessibility to the Quail Valley North Park. Permission by way of an Encroachment Easement from the existing Kinder Morgan Pipeline was required before commencing construction of the accessibility sidewalk.

SUPPORTING MATERIALS

1. Encroachment Agreement with Kinder Morgan Crude and Condensate, LLC
2. Exhibit A – Encroachment Agreement Sidewalk Detail Overview
3. Exhibit B – Kinder Morgan Guidelines for Construction
4. Encroachment Agreement with Kinder Morgan Texas Pipeline, LLC
5. Exhibit A – Encroachment Agreement Sidewalk Detail Overview
6. Exhibit B – Kinder Morgan Guidelines for Construction

STAFF’S RECOMMENDATION

Director Approval: Shashi Kumar, P.E., CFM, Director of Public Works

**Assistant City Manager/
City Manager Approval:** Scott Elmer, P.E., Assistant City Manager

**ENCROACHMENT
AGREEMENT
(LANDOWNER)**

ENCROACHMENT AGREEMENT

Tract: Index 127 & Index 70, Item 372

County: Fort Bend

State: Texas

THIS AGREEMENT is made and entered into this _____ day of June, 2018 by and between **Kinder Morgan Crude and Condensate LLC**, a Delaware limited liability company (the "Company"), with an office at 1001 Louisiana St., Suite 1000, Houston, Texas 77002, and **City of Missouri City** (the "Owner") whose address is 1522 Texas Parkway, Missouri City, Texas 77489. Company and Owner may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, United Gas Pipe Line Company entered into that certain Right of Way Agreement executed on December 1, 1950 and recorded in Volume 277, Page 391 of the records of the Fort Bend County Recorder, and that certain Amendment of Right of Way Agreement executed on August 15, 1973 and recorded in Volume 598, Page 764 of the records of the Fort Bend County Recorder, said Right of Way Agreement and Amendment of Right of Way and Easement collectively referred to as the "Company Easement"; and,

WHEREAS, Company is successor to United Gas Pipe Line and to the above-referenced Company Easement; and;

WHEREAS, Company operates certain pipeline and pipeline related facilities (the "Company Facilities") under, upon, over, through and across the Company Easement; and,

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

A tract of land located in the David Bright League, Abstract 13, being out of Block 2 and Block 10 of the Bermuda Dunes Villas, Fort Bend County, Texas as more particularly depicted on Exhibit "A" attached hereto; and,

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, own, operate, maintain, use and remove at Owner's sole risk and expense, a six (6) foot by four inch (4") thick walkway (the "Encroachment") on the Parcel within the Company Easement at the location or locations designated in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the construction, ownership, operation, maintenance, usage and removal of the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Except as specifically set forth in Exhibit "A",
 - a. Owner shall construct, own, operate, maintain, use and remove the Encroachment in accordance with Company's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities" consisting of three (3) pages, a copy of which has been provided to Owner and which is attached hereto and made a part hereof as Exhibit "B". All work within the Company Easement must be done under the supervision and direction of a Company representative. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities. Owner shall notify Company at 281-886-1803 at least seventy-two (72) hours prior to commencing any construction activities.**

- b. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, in Company's sole opinion, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
 - c. Owner shall not construct any permanent structure, building, or obstruction within the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
 - d. Owner shall not plant shrubs or trees within the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
 - e. Owner shall not operate or permit the operation of any heavy equipment on the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
 - f. Owner shall not replace or modify the Encroachment without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
3. Owner shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses incurred by Company and/or damage to Company Facilities and/or the Company Easement as a result, in Company's sole opinion, of Owner's exercise of its rights under this Agreement. Owner shall, upon demand by Company, reimburse Company fully for any such expense or damage.
4. Should Company's construction, reconstruction, operation, maintenance, alteration, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement in any way, shape, manner, or form, in Company's sole opinion, affect, damage, or cause to be removed the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of Company's activities.
5. In the event Company shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline(s) or other facility upon the Company Easement; or in the event Company shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon the Company Easement; and if, in the judgment of Company, it is necessary that the Encroachment shall be relocated or altered in any way; or if for any other reason, Company deems it necessary for Owner to relocate or alter the Encroachment, Company shall notify Owner of the necessity for such relocation and use reasonable efforts to minimize the distance of said relocation and Owner shall alter or relocate the Encroachment, at its sole cost and expense, within thirty (30) days of receipt of said notification, as shall be deemed necessary in the judgment of Company. In the event of such alteration or relocation, Owner agrees to restore the Company Easement as nearly as practicable to its original condition. If Owner shall fail to comply with any such request of Company, to alter or relocate the Encroachment, Company shall have the right to alter or relocate the Encroachment at Owner's sole risk and expense.
6. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void.
7. Should Owner fail to adhere to the provisions of this Agreement, Company may have no adequate remedy at law. Owner, therefore, agrees that Company may seek injunctive relief or an emergency order to enforce the provisions, or prevent breach of, this Agreement.
8. Nothing contained herein shall be deemed to constitute any warranty or representation by Company as to its authority to permit the Encroachment upon the Parcel as proposed by Owner, except regarding Company's rights as set forth in the Company Easement that may restrict the Encroachment.

9. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Parcel, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Parcel lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
10. Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect.
11. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

CITY OF MISSOURI CITY, TEXAS

By: _____
Randy Troxell

Its: Asst. Director, Parks & Recreation

KINDER MORGAN CRUDE AND CONDENSATE LLC

By: _____
Johnny McGee

Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the _____ day of June, 2018, by Randy Troxell, Asst. Director of the City of Missouri City, Texas Parks and Recreation, on behalf of and as the act of said City of Missouri City Parks and Recreation.

{Seal}

Commission Expires

Notary Public

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this the _____ day of June, 2018, by Johnny McGee, as Vice President of Kinder Morgan Crude and Condensate LLC on behalf of and as the act of the said entity.

{Seal}

Commission Expires

Notary Public

This instrument prepared by:
Land Department
Kinder Morgan Crude and Condensate LLC
1001 Louisiana St., Suite 1000
Houston, Texas 77002
After recording, return to:
Same as above

JOHN T. JAKUBIK & ASSOCIATES, LLC
 4386 Grandview Boulevard, Suite 1007
 Phone: 281/290-0488 • Fax: 281/290-0488
 www.jakubikgroup.com

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 5 FEET FROM NORTH END OF BERMUDA DUNES ROAD, ELEVATION = 69.35.

(LINDA G. RICHARD)
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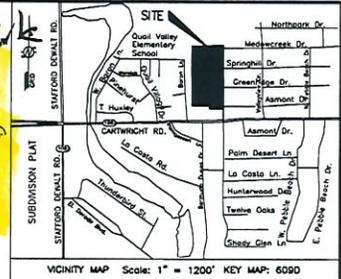
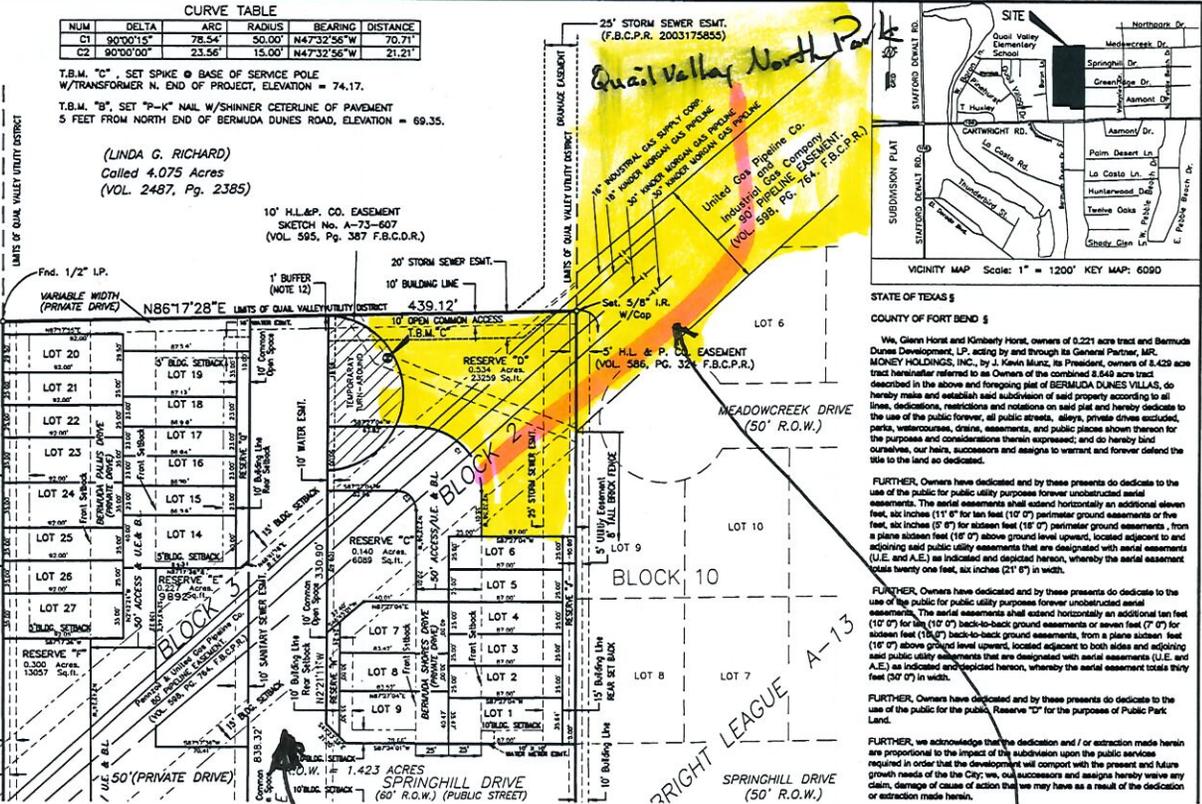
10' H.L.&P. CO. EASEMENT
 SKETCH No. A-73-607
 (VOL. 595, Pg. 387 F.B.C.D.R.)

RESERVE	ACRES	Sq. Ft.	DEDICATED USE
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QUAIL VALLEY
 ELEMENTARY SCHOOL
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10' WATER LINE EASEMENT
 (SLIDE 714/R F.B.C.P.R.)
 5' H.L.&P. Co. Easement
 (VOL. 586, Pg. 324 F.B.C.D.R.)



STATE OF TEXAS §
 COUNTY OF FORT BEND §

We, Glenn Horst and Kimberly Horst, owners of 0.221 acre tract and Bermuda Dunes Development, LP, acting by and through its General Partner, MR. MONEY HOLDINGS, INC., by J. Kevin Mann, its President, owners of 8.429 acre tract hereinafter referred to as Owners of the combined 8.649 acre tract described in the above and foregoing plat of BERMUDA DUNES VILLAS, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all public streets, alleys, private drives excluded, parks, watercourses, drains, easements, and public places shown thereon for the purpose and consideration therein expressed, and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for six (6' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for the public, Reserve "D" for the purpose of Public Park Land.

FURTHER, we acknowledge that the dedication and/or extraction made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; we, our successors and assigns hereby waive any claim, damage or cause of action that we may have as a result of the dedication or extraction made herein.

Bermude Dunes
 sidewalk route



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Kinder Morgan Crude and Condensate LLC

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **Kinder Morgan Crude and Consate LLC** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard **TYP-V-0100-B010**.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from **Kinder Morgan Crude and Condensate LLC** (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

**ENCROACHMENT
AGREEMENT
(LANDOWNER)**

ENCROACHMENT AGREEMENT

Tract: Index 39, Item 248

County: Fort Bend

State: Texas

THIS AGREEMENT is made and entered into this _____ day of June, 2018 by and between **Kinder Morgan Texas Pipeline LLC**, a Delaware limited liability company (the "Company"), with an office at 1001 Louisiana St., Suite 1000, Houston, Texas 77002, and **City of Missouri City** (the "Owner") whose address is 1522 Texas Parkway, Missouri City, Texas 77489. Company and Owner may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, United Gas Pipe Line Company is the successor to Houston Gulf Gas Company and to that certain Right of Way Agreement executed on January 28, 1926 and recorded in Volume 112, Page 102 of the records of the Fort Bend County Recorder, and that certain Amendment of Right of Way Agreement executed on April 27, 1973 and recorded in Volume 592, Page 162 of the records of the Fort Bend County Recorder, said Right of Way Agreement and Amendment of Right of Way and Easement collectively referred to as the "Company Easement"; and,

WHEREAS, Company is successor to United Gas Pipe Line and to the above-referenced Company Easement; and;

WHEREAS, Company operates certain pipeline and pipeline related facilities (the "Company Facilities") under, upon, over, through and across the Company Easement; and,

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

A tract of land located in the David Bright League, Abstract 13, being out of Block 2 and Block 10 of the Bermuda Dunes Villas, Fort Bend County, Texas as more particularly depicted on Exhibit "A" attached hereto; and,

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, own, operate, maintain, use and remove at Owner's sole risk and expense, a six (6) foot by four inch (4") thick walkway (the "Encroachment") on the Parcel within the Company Easement at the location or locations designated in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the construction, ownership, operation, maintenance, usage and removal of the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Except as specifically set forth in Exhibit "A",
 - a. Owner shall construct, own, operate, maintain, use and remove the Encroachment in accordance with Company's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities" consisting of three (3) pages, a copy of which has been provided to Owner and which is attached hereto and made a part hereof as Exhibit "B". All work within the Company Easement must be done under the supervision and direction of a Company representative. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities. Owner shall notify Company at 281-886-1803 at least seventy-two (72) hours prior to commencing any construction activities.**

- b. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, in Company's sole opinion, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
 - c. Owner shall not construct any permanent structure, building, or obstruction within the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
 - d. Owner shall not plant shrubs or trees within the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
 - e. Owner shall not operate or permit the operation of any heavy equipment on the Company Easement without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
 - f. Owner shall not replace or modify the Encroachment without Company's prior written consent, which Company may withhold or condition in its reasonable, sole discretion.
3. Owner shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses incurred by Company and/or damage to Company Facilities and/or the Company Easement as a result, in Company's sole opinion, of Owner's exercise of its rights under this Agreement. Owner shall, upon demand by Company, reimburse Company fully for any such expense or damage.
4. Should Company's construction, reconstruction, operation, maintenance, alteration, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement in any way, shape, manner, or form, in Company's sole opinion, affect, damage, or cause to be removed the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of Company's activities.
5. In the event Company shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline(s) or other facility upon the Company Easement; or in the event Company shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon the Company Easement; and if, in the judgment of Company, it is necessary that the Encroachment shall be relocated or altered in any way; or if for any other reason, Company deems it necessary for Owner to relocate or alter the Encroachment, Company shall notify Owner of the necessity for such relocation and use reasonable efforts to minimize the distance of said relocation and Owner shall alter or relocate the Encroachment, at its sole cost and expense, within thirty (30) days of receipt of said notification, as shall be deemed necessary in the judgment of Company. In the event of such alteration or relocation, Owner agrees to restore the Company Easement as nearly as practicable to its original condition. If Owner shall fail to comply with any such request of Company, to alter or relocate the Encroachment, Company shall have the right to alter or relocate the Encroachment at Owner's sole risk and expense.
6. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void.
7. Should Owner fail to adhere to the provisions of this Agreement, Company may have no adequate remedy at law. Owner, therefore, agrees that Company may seek injunctive relief or an emergency order to enforce the provisions, or prevent breach of, this Agreement.
8. Nothing contained herein shall be deemed to constitute any warranty or representation by Company as to its authority to permit the Encroachment upon the Parcel as proposed by Owner, except regarding Company's rights as set forth in the Company Easement that may restrict the Encroachment.

9. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Parcel, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Parcel lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
10. Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect.
11. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

CITY OF MISSOURI CITY, TEXAS

By: _____
Randy Troxell

Its: Asst. Director, Parks & Recreation

KINDER MORGAN TEXAS PIPELINE LLC

By: _____
Johnny McGee

Its: Vice President

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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This instrument was acknowledged before me on this the _____ day of June, 2018, by Randy Troxell, Asst. Director of the City of Missouri City, Texas Parks and Recreation, on behalf of and as the act of said City of Missouri City Parks and Recreation.

{Seal}

Commission Expires

Notary Public

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This instrument was acknowledged before me on this the _____ day of June, 2018, by Johnny McGee, as Vice President of Kinder Morgan Texas Pipeline LLC on behalf of and as the act of the said entity.

{Seal}

Commission Expires

Notary Public

This instrument prepared by:
Land Department
Kinder Morgan Texas Pipeline LLC
1001 Louisiana St., Suite 1000
Houston, Texas 77002
After recording, return to:
Same as above

JOHN T. JAKUBIK & ASSOCIATES, LLC
 4388 Grandview Boulevard, Suite 1007
 Phone: 281/290-0488 • Fax: 281/290-0488
 www.jakubikgroup.com

CURVE TABLE

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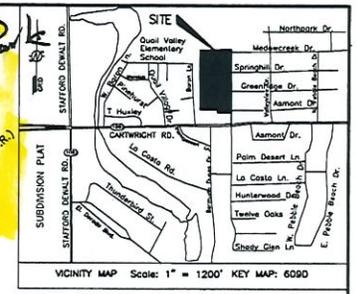
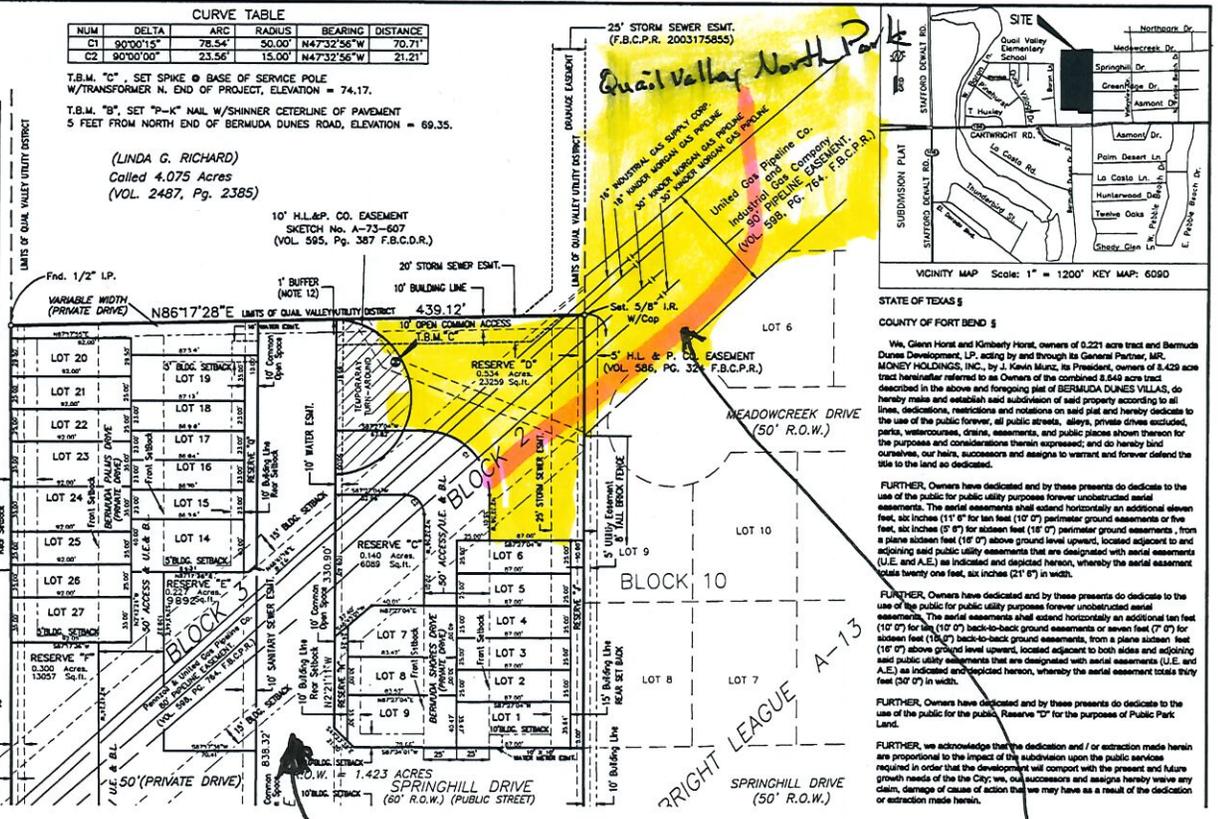
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10' WATER LINE EASEMENT
 (SLIDE 714/R F.B.C.P.R.)
 5' H.L.&P. Co. Easement
 (VOL. 586, Pg. 324 F.B.C.D.R.)



STATE OF TEXAS §
 COUNTY OF FORT BEND §

We, Glenn Horst and Kimberly Horst, owners of 0.221 acre tract and Bermuda Dunes Development, LP, acting by and through its General Partner, MR. MONEY HOLDINGS, INC., by J. Kevin Mann, its President, owners of 8.429 acre tract hereinafter referred to as Owners of the combined 8.649 acre tract described in the above and foregoing plat of BERMUDA DUNES VILLAS, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all public streets, alleys, private drives excluded, parks, watercourses, drains, easements, and public places shown thereon for the purpose and consideration therein expressed, and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for six (6' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for the public, Reserve "I" for the purpose of Public Park Land.

FURTHER, we acknowledge that the dedication and/or extraction made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; we, our successors and assigns hereby waive any claim, damage or cause of action that we may have as a result of the dedication or extraction made herein.

Bermuda Dunes
 sidewalk route



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: **KINDER MORGAN TEXAS PIPELINE LLC**
(KINDER MORGAN)

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **Kinder Morgan** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard **TYP-V-0100-B010**.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from **KINDER MORGAN** (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present. .
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting. KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(d) Acceptance of Deed from Fort Bend MUD No. 26 for roadway
Submitted by: Shashi Kumar, P.E., CFM

SYNOPSIS

This item is presented to City Council for consideration of the acceptance of a deed from Fort Bend County Municipal Utility District No. 26 (MUD No. 26) for a roadway to serve the proposed Mustang Trails residential subdivision. The proposed area includes a regional detention conveyance channel that will allow the developer to make detention improvements to mitigate the impact of the development.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

The purpose of the attached deed is to provide access to the proposed residential subdivision, Mustang Trails. MUD No. 26 has granted the City a 0.47-acre tract of land for the proposed road. Pursuant to Section 3.05 of the Charter of the City of Missouri City, the mayor must sign all official documents, such as conveyances, when authorized by the council. As such, staff is seeking authorization for the mayor to accept the land.

SUPPORTING MATERIALS

1. Deed

STAFF'S RECOMMENDATION

Authorize the mayor to accept the deed.

Director Approval: Shashi Kumar, P.E., CFM – Director of Public Works

**Assistant City Manager/
City Manager Approval:** Scott Elmer, P.E. – Assistant City Manager

GENERAL WARRANTY DEED

Date: April 18, 2018

Grantor: FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 26, a conservation and reclamation district and a political subdivision of the State of Texas.

Grantor's Mailing Address: 2727 Allen Parkway, Suite 1100, Houston, Texas 77019.

Grantee: CITY OF MISSOURI CITY, a Texas home-rule municipality.

Grantee's Mailing Address: 1522 Texas Parkway, Missouri City, Fort Bend and Harris Counties, Texas 77489.

Consideration: Grantor's intention is to make a gift and for the benefits to accrue for Grantee's residents and the public. The land conveyed herein has an estimated value of \$10.00.

Property (including any improvements): The real property described in metes and bounds in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: Grantor reserves a non-exclusive access easement in favor of the public for the purpose of constructing a public roadway and the use, maintenance, and operation thereof.

Exceptions to Conveyance and Warranty: None.

Taxes: Grantor agrees to pay the taxes due for 2018 and prior years.

Grantor, for the Consideration, GRANTS, GIVES, DONATES, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the Property to Grantee and Grantee's successors and assigns forever. Grantors binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[EXECUTION BY GRANTOR TO FOLLOW]

EXECUTION BY GRANTOR

Grantor has executed this Deed on the 18th day of April 2018.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 26, a conservation and reclamation district and a political subdivision of the State of Texas

By: 
Name: Demonica Johnson
Title: President, Board of Directors

STATE OF TEXAS

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COUNTY OF Fort Bend

This instrument was acknowledged before me this 18th day of April, 2018, by Demonica Johnson, President of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 26, a conservation and reclamation district and a political subdivision of the State of Texas, on its behalf.

(SEAL)




Notary Public

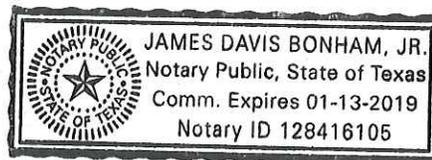


EXHIBIT "A"

February 28, 2017
Job No. 1680-550.302B

DESCRIPTION OF
0.4657 ACRE
(20,288 SQUARE FEET)
FORT BEND COUNTY, TEXAS

Being 0.4657 acre (20,288 square feet) of land located in the David Bright League, Abstract Number 13, Fort Bend County, Texas, being a portion of that certain called 75.58 acre tract as conveyed to J. D. Hancock by instrument of record in Volume 254, Page 54 of the Deed Records of said Fort Bend County (F.B.C.D.R.), said 0.4657 acre (20,288 square feet) tract being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 5/8-inch iron rod found marking the southwest corner of that certain called 2.0000 acre tract conveyed to Veronica R Alexander by an instrument of record under File Number 9568188, Official Public Records of said Fort Bend County (F.B.C.O.P.R.), being on the northerly line of that certain called 55.8208 acre tract conveyed to Terra Prima No. 2, Ltd by instrument of record under File Number 2005108705, F.B.C.O.P.R., from which a 1/2-inch iron pipe found marking the southeast corner of said 2.0000 acre tract bears North 86° 32' 26" East, 250.00 feet;

Thence, with said northerly line, South 86° 32' 26" West, 59.71 feet to a 3/4-inch iron rod found marking the most westerly northwest corner of said 55.8208 acre tract, being on the east line of The Woods, a subdivision of record in Slide Number 692B, Plat Records of said Fort Bend County (F.B.C.P.R.);

Thence, North 03° 03' 26" West, with the east line of said The Woods, 340.47 feet to the northeast corner of Reserve "C" as shown on said The Woods, also being on the southerly right-of-way line F.M. 3345 (a/k/a/ Cartwright road (width varies), as shown on Slide Number 924A, 924B and 925A (F.B.C.P.R.);

0.4657 Acre

February 28, 2017
Job No. 1680-550.302B

Thence, North 87° 52' 49" East, with said southerly right-of-way line, 59.72 feet to the northwest corner of aforementioned 2.0000 acre tract;

Thence, South 03° 03' 26" East, departing said southerly right-of-way line, with the west line of said 2.0000 acre tract, 339.08 feet to the POINT OF BEGINNING and containing 0.4657 acre (20,288 square feet) of land.

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

LJA Engineering, Inc.

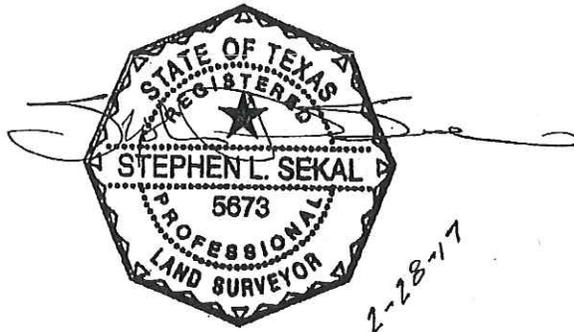
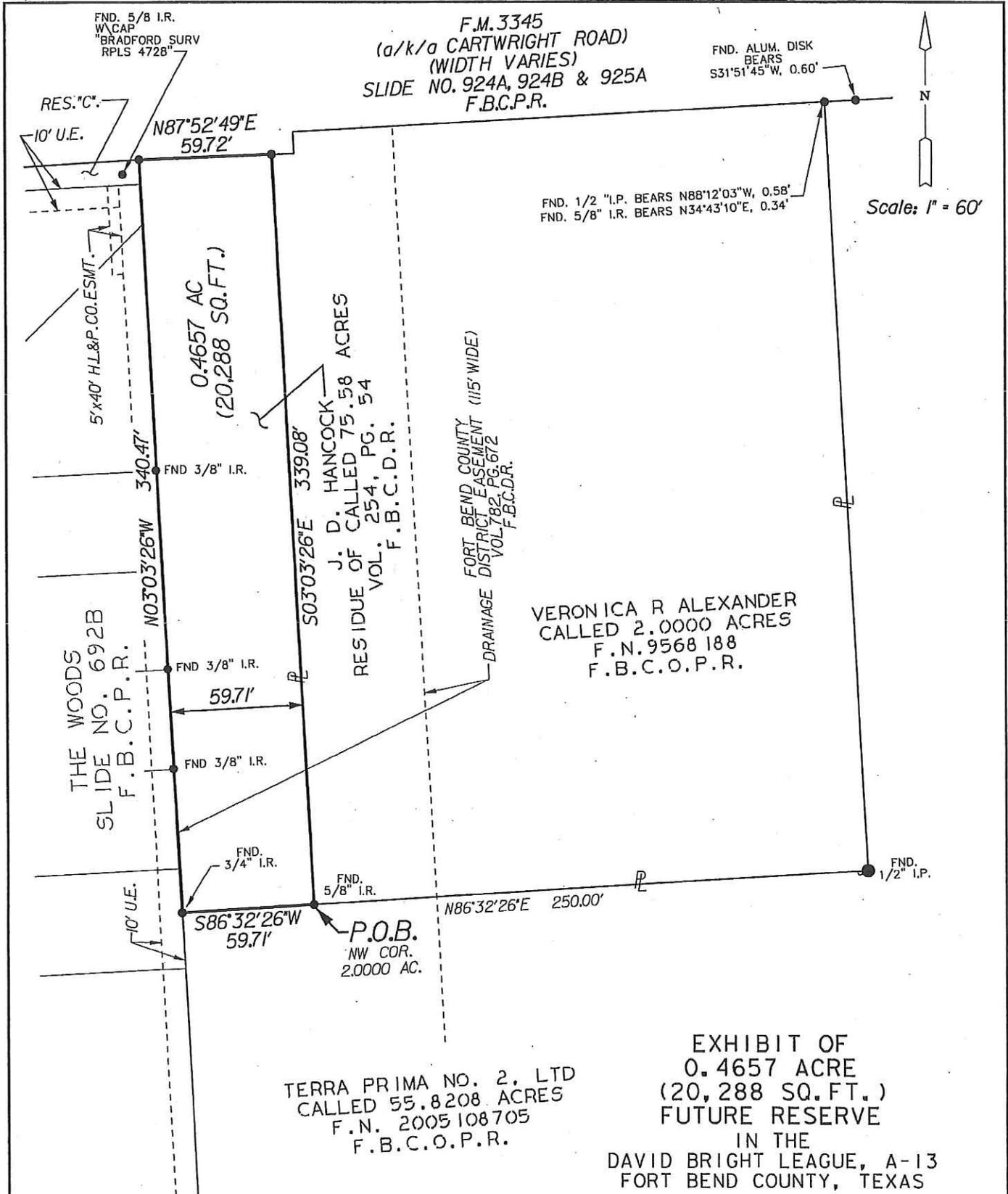


EXHIBIT "B"



NOTES:

- All bearings referenced to the Texas Coordinate System, South Central Zone, (NAD83).
- Corner monuments were not set at the client's request.

EXHIBIT OF
0.4657 ACRE
(20,288 SQ. FT.)
FUTURE RESERVE
IN THE
DAVID BRIGHT LEAGUE, A-13
FORT BEND COUNTY, TEXAS
FEBRUARY 2017 JOB NO. 1680-5500-302B

LJA Engineering, Inc.

2929 Briarpark Drive Suite 600 Houston, Texas 77042

Phone 713.953.5200 Fax 713.953.5026 T.B.P.L.S. Firm No. 10110501





**CITY COUNCIL
AGENDA ITEM COVER MEMO**

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(e) Consider authorizing an interlocal agreement with Fort Bend County for first responder and emergency medical services.
Submitted by: Eugene Campbell, Jr., Fire Chief

SYNOPSIS

This agreement with Fort Bend County sets forth terms and procedures for cooperation between the Missouri City Fire Department and Fort Bend County EMS.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Missouri City Fire and Rescue Services and Fort Bend County EMS have collaborated together to provide the citizens of Missouri City emergency medical response services. This agreement provides for the continuation of such collaboration between the two agencies for a term of one year and automatic renewal for up to three years. The agreement defines each party's duties in responding to medical emergencies and responsibilities for transferring patient care between the two agencies. The agreement also meets the certain state law requirements.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
General Fund	N/A	N/A	N/A	N/A	N/A

Note: There is no financial impact related to this agreement.

Purchasing Review: N/A

Financial/Budget Review: LaToya Jasper, CPA, CPM, CGFO

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

SUPPORTING MATERIALS

1. Agreement

STAFF'S RECOMMENDATION

Staff recommends approval of the agreement.

Director Approval: Eugene Campbell, Jr., Fire Chief

Assistant City Manager Approval: Bill Atkinson, Assistant City Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL PERSONS BY THESE PRESENTS

**FIRST RESPONDER COOPERATION AGREEMENT BETWEEN
THE CITY OF MISSOURI CITY AND FORT BEND COUNTY**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the CITY OF MISSOURI CITY, a municipal corporation of the State of Texas, acting herein by and through their City Council; and

WHEREAS, Missouri City, through Missouri City Fire and Rescue Services (hereinafter, "CITY"), is an official First Responder of emergency medical services; and

WHEREAS, Fort Bend County, through Fort Bend County Emergency Medical Service (hereinafter, "COUNTY"), is a licensed emergency medical services provider providing MICU coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas; and

WHEREAS, CITY is one of numerous different First Responder organizations augmenting the local EMS system; and

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, COUNTY and CITY hereby agree as follows:

SECTION 1. PURPOSE

1.01. The purpose of this Agreement between COUNTY and CITY is to foster the more efficient provision of first responder emergency medical services through cooperation between COUNTY and CITY.

SECTION 2. SERVICES PROVIDED

2.01 It is hereby agreed and understood that CITY shall be utilized as a First Responder and dispatched to calls following current dispatch protocol and procedures and equipment, as determined by COUNTY in conjunction with CITY.

2.02 CITY will be providing as a minimum, basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) and limited advanced life support (ALS) procedures under the medical direction of the CITY's Medical Director. By agreement with COUNTY and their EMS Medical Director, CITY shall be capable of initiating ALS, invasive therapy including Endotracheal Intubation, Intravenous Line and Pharmacological Therapy necessary to resuscitate and/or stabilize the patient(s) until the arrival of COUNTY.

2.03 To the extent permitted by applicable law, CITY personnel shall follow the Standing Delegated Orders and protocols approved by the CITY Medical Director and reviewed by the COUNTY Medical Director.

- 2.04 Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with semi-automatic external defibrillator, Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization, etc.
- 2.05 Advanced Life Support - ALS functions include, but are not limited to advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.

SECTION 3. PROVISIONS

In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, CITY agrees to the following:

- 3.01 CITY personnel providing patient care must be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician – Basic, Emergency Medical Technician – Intermediate, Emergency Medical Technician – Paramedic, or Licensed Paramedic.
- 3.02 To the extent permitted by law, CITY personnel will provide patient care following Standing Delegation Orders (protocols) and equipment as approved by the CITY Medical Director.
- 3.03 CITY will respond 24 hours per day, seven days a week.
- 3.04 CITY personnel must be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.
- 3.05 CITY will provide all necessary equipment and supplies needed to provide patient care in accordance with this Agreement. Disposable or interchangeable supplies shall be replaced by COUNTY on a monthly basis. CITY shall provide COUNTY with an inventory for all disposable and interchangeable equipment and supplies used by CITY in the previous calendar month on or before the fifteenth (15th) day after the final day of such month in the manner provided for by this Agreement, and COUNTY shall replace such equipment and supplies on or before the thirtieth (30th) day after the receipt of such inventory. Medical supplies will not be replaced by CITY directly from MICU, from the EMS Crew or from the EMS supply locker.
- 3.06 COUNTY shall provide CITY with advanced notification of EMS training opportunities. Each training opportunity shall consist of full participation in any scheduled training course or exercise conducted by COUNTY. CITY staff will pre-register with COUNTY in advance for the training opportunity. Last minute or drop in attendees without pre-registration will not be admitted. CITY shall be responsible for all travel costs and registration fees (if applicable) for CITY employees associated with such training.
- 3.07 CITY will respond to calls for assistance following standard dispatch and response procedures. CITY personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. CITY personnel may cancel an ambulance en route to a scene if no emergency exists on scene and no patients are located. As directed by the Medical Director of CITY, CITY units shall be allowed to provide and carry advanced level EMS equipment to support patient care not to exceed

protocols as specified by CITY's Medical Director.

- 3.08 A First Responder Patient Care Report (written run record) shall be available to COUNTY upon request. The Medical Director of CITY will approve the Patient Care Report. CITY will ensure that report forms are available on every scene, and properly completed for every patient, including those who refuse service. A copy of the completed Patient Care Report will be provided to COUNTY within five (5) days of the request. CITY will maintain copies of all Patient Care Reports.
- 3.09 Exchange of Protected Health Information is covered by the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and may be freely exchanged between CITY and COUNTY for the continued treatment, payment and healthcare operations concerning a defined patient.
- 3.10 Except as otherwise provided by law, CITY and personnel will be responsible for maintaining verbal and written patient confidentiality.
- 3.11 COUNTY may assist CITY in developing an EMS Quality Improvement program for its personnel. CITY personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by COUNTY personnel.
- 3.12 COUNTY paramedic personnel will assume complete control of patient care upon arrival at the scene and after proper transfer of care including provision by CITY personnel of a verbal report of assessment findings and treatment rendered. CITY personnel will remain on the scene and assist the paramedic with patient care procedures until relieved. CITY personnel will not provide any procedure that is beyond their level of EMS certification, licensure or scope of practice and will not perform any procedure not authorized by the CITY EMS Medical Director of the First Responder Protocols.
- 3.13 CITY personnel may be requested to assist a paramedic in the ambulance en route to the hospital (ALS Intercept). This request will be honored so long as the CITY's response territory remains with adequate coverage.
- 3.14 COUNTY will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability caused by the other party's personnel, equipment, supplies, or vehicles.
- 3.15 Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law

SECTION 4. INDEPENDENT CONTRACTOR

- 4.01 In the performance of work or services hereunder, CITY is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of CITY or, where permitted, of its subcontractors. CITY shall assume sole and exclusive responsibility for the payment of wages to its employees for services performed under this agreement. CITY shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes,

unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

- 4.02 CITY and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

SECTION 5. LIABILITY INSURANCE

- 5.01. Commercial General Liability: CITY agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.
- 5.02. Automobile Liability: CITY agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 5.03. Workers' Compensation and Employer's Liability: CITY agrees to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.
- 5.04. Medical Professional Liability: CITY agrees to maintain Medical Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 5.05. CITY agrees to name Fort Bend County, its elected and appointed officials, employees and agents as additional insureds to required coverage except for Workers' Compensation. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County. Any termination of coverage shall result in immediate termination of this agreement. Policies shall provide waiver of subrogation in favor of Fort Bend County.
- 5.06. Coverages shall be with a company (WITH AT LEAST AN A- BEST RATING) acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certificate of coverage shall be delivered to County on or before the date of this agreement.

SECTION 6. TERM

- 6.01 The term of this Agreement shall be effective from the date executed by the last party hereto until May 31, 2019, with up to three (3) automatic one-year renewals, pursuant to CITY'S purchasing policy, unless terminated earlier by either party by giving at least ten (10) days written notice to the other party.
- 6.02 The indemnification provision of Section VII shall survive the termination of this Agreement.

SECTION 7. MISCELLANEOUS

- 7.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.
- 7.02 Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

- 7.03 The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.
- 7.04 Neither party may assign any rights or obligations under this agreement without the prior written consent of the other party to the agreement.
- 7.05 In the event of one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.06 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 7.07 **INDEMNIFICATION: CITY AGREES, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS WITH RESPECT TO ANY CLAIM, DEMAND OR SUIT ARISING OUT OF CITY'S ACTIVITIES UNDER THIS AGREEMENT.**
- 7.08 This Agreement is solely for the benefit of COUNTY and CITY and shall not be construed to confer any benefit on any other person except as expressly provided for herein.
- 7.09 Current Revenues. All obligations to be paid by a party are payable from current revenues available to the paying party.
- 7.10 It is further agreed and understood that either party will have full authority and discretion to implement and enforce this Agreement.

SECTION 8. NOTICES

- 8.01 Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

To COUNTY: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

With copy to FBC EMS: Fort Bend County EMS
Attention: Chief of EMS
4332 Highway 36
Rosenberg, Texas 77471

M. desVignes-Kendrick, M.D., MPH
Director, Health and Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471

To CITY: MISSOURI CITY Fire & RESCUE SERVICES
Attention: Fire Chief
3849 Cartwright Road
Missouri City, Texas 77459

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and the COUNTY upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY:

CITY OF MISSOURI CITY:

Robert E. Hebert, Fort Bend County Judge

Mayor

Date: _____

Date: _____

Attest:

Attest:

Laura Richard, Fort Bend County Clerk

City Secretary

Reviewed by:

Reviewed by:

M. desVignes-Kendrick, MD, MPH, FAAP
FBCHHS Director

Eugene Campbell, Missouri City Fire Chief

Graig Temple, Chief of FBC EMS



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 9(f) Consider authorizing an interlocal agreement with Fort Bend County for the housing of Fort Bend County emergency medical services ambulances and personnel at Missouri City Fire Station Nos. 1, 3, and 4.
Submitted by: Eugene Campbell, Jr., Fire Chief

SYNOPSIS

This agreement with Fort Bend County provides for the housing of one ambulance and two Fort Bend County EMS personnel at each of three Fire Stations in the City.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

This agreement provides for the housing of one ambulance and two Fort Bend County EMS personnel at Fire Station Nos. 1, 3, and 4. The terms of such agreement allow the County EMS employees sleeping quarters as well as a daytime staging area and minimal amenities. The agreement comports with applicable state law.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
General Fund	N/A	N/A	N/A	N/A	N/A

Note: There is no financial impact related to this agreement.

Purchasing Review: N/A
Financial/Budget Review: LaToya Jasper, CPA, CPM, CGFO

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

SUPPORTING MATERIALS

1. Agreement

Staff recommends approval of the agreement.

Director Approval: Eugene Campbell, Jr., Fire Chief

Assistant City Manager Approval: Bill Atkinson, Assistant City Manager

SECTION 3.
DUTIES & RESPONSIBILITIES OF THE COUNTY

3.01 The COUNTY will provide one (1) Advance Life Support Ambulance Unit, hereinafter referred to as “Ambulance Unit” and two (2) Emergency Medical Service Division Personnel, hereinafter referred to as “EMS Personnel”, at each Fire Station.

3.02 As consideration for the CITY providing the housing at the Fire Stations for the operation of such Ambulance Unit, the COUNTY will operate and maintain (1) the Ambulance Unit and corresponding EMS Personnel in service to Fort Bend County and the CITY. The CITY shall have no responsibility or oversight regarding the operation and maintenance of the Ambulance Unit and shall have no managerial, supervisory or administrative control over the EMS Personnel. The COUNTY shall be responsible for any and all costs associated with (i) the operation and maintenance of the Ambulance Unit and (ii) the employment of the EMS Personnel. Notwithstanding, this provision is not intended to be nor shall it be construed as an indemnification provision by the COUNTY.

3.03 EMS Personnel shall hold at least the rating of an Emergency Medical Technician.

3.04 Ambulance Unit and EMS Personnel shall continue to be part of the County Emergency Medical Service Division and such Ambulance Unit stationed at the Fire Station shall be dispatched only through the County Sheriff’s Office Communication Center.

3.05 The EMS Personnel shall at all times remain COUNTY employees, and the COUNTY shall retain sole and independent authority for the EMS Personnel and shall be solely responsible for the hiring, training, discipline, actions of and termination of the EMS Personnel. EMS Personnel are not employees of the CITY. The COUNTY shall have the complete responsibility to provide (i) any necessary insurance coverage for such EMS Personnel and (ii) any necessary salary, wages or benefits for such EMS Personnel.

SECTION 4.
INSURANCE AND LIMITATION OF LIABILITY

4.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location relating to the operation and maintenance of the Ambulance Unit and for the actions of its employees in the operation and maintenance of the Ambulance Unit. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

4.02 By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided

by the Constitution and laws of the state of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

**SECTION 5.
NO PARTNERSHIP**

5.01 It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of co-partners between the Parties, or as creating or establishing the relationship by either Party as agent, representative, or employee of the other Party for any purpose, or in any manner, whatsoever.

5.02 The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 6.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION 7.
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

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

**SECTION 8.
COMPLIANCE WITH LAWS AND REGULATIONS**

8.01 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

8.02 Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery of written notice to the other party.

**SECTION 9.
TERM**

It is expressly understood and agreed that this Agreement is will be effective from the date signed by the last party hereto through September 30, 2018, with **automatic one-year renewals**, unless terminated sooner by either party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION 10.
VENUE**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

**SECTION 11.
BENEFICIARIES**

This Agreement is solely for the benefit of the County and the City and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

**SECTION 12.
NOTICES**

Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

M. desVignes-Kendrick, M.D., MPH
Director, Health and Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471

With a copy to: Emergency Medical Services
 Attention: Chief of EMS
 4332 Highway 36 South
 Rosenberg, Texas 77471

and to: Fort Bend County
 Attention: County Judge
 401 Jackson St.
 Richmond, Texas 77469

Notice to the **CITY** shall be sent to:
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77459

With a copy to: Missouri City Fire Department
Attention: Fire Chief
1522 Texas Parkway
Missouri City, Texas 77459

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and the COUNTY upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY:

CITY OF MISSOURI CITY:

Robert E. Hebert, Fort Bend County Judge

Mayor

Date: _____

Date: _____

Attest:

Attest:

Laura Richard, Fort Bend County Clerk

City Secretary

Reviewed by:

Reviewed by:

M. desVignes-Kendrick, MD, MPH, FAAP
FBCHHS Director

Eugene Campbell, Missouri City Fire Chief

Graig Temple, Chief of FBC EMS



**Council Agenda Item
July 2, 2018**

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



CITY COUNCIL AGENDA ITEM COVER MEMO

July 2, 2018

To: Mayor and City Council
Agenda Item: 11(a) Consider approval of a resolution authorizing the submission of a grant application to the Texas Water Development Board for Flood Protection Planning Grant assistance.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works/City Engineer

SYNOPSIS

The Texas Water Development Board (TWDB) is currently accepting applications for grants for flood protection planning, flood early warning systems, and the implementation of local strategies for alerting and responding to floods. The City has identified three (3) projects within these categories and will be submitting an application to the TWDB, subject to the City Council approval of this resolution.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

In the recent 2016 and 2017 storms, significant rainfall across the City's watershed resulted in substantial flood damages and subsequently raised awareness among citizens regarding the continuing risk of flooding. Many homes sustained flood damage and roadways were closed due to high water conditions throughout the City and its ETJ for an extended period of time. The City's engineering staff have identified drainage mitigation and flood warning type projects that will help mitigate flooding risk within our community. These include:

- (1) Installation of a Flood Monitoring System across the City and its ETJ. Such a system would provide real-time rainfall and stream level data to first responders. In addition, this data is proposed to be made available to the public and will serve as a flood warning system. Staff is currently exploring opportunities with Harris County Flood Control District (HCFCD) to host this data on their web site and to also "tie-in" the proposed Missouri City Flood Monitoring System to the regional network, which encompasses cities such as Sugar Land and Pearland.
- (2) Perform a Brazos River Backwater Analysis based on the most current and up-to-date model data. Such an analyses would provide more accurate estimates of potential homes within the City that would be impacted during Brazos River high water conditions. As experienced during Hurricane Harvey response, such a data is valuable for emergency preparedness and response.
- (3) The third project entails updating the Cangelosi Ditch Watershed Master Plan. This watershed continuous to undergo urbanization. An update is necessary to identify improvements necessary to accommodate future growth within the watershed, while identifying and mitigating any potential drainage impacts.

Following are three (3) identified projects that will be submitted as part of the grant application for funding from the TWDB. The funding request is for 50% of the estimated project cost, which is \$250,000. The remaining 50% of the project cost (\$250,000) is required to be funded by the City, subject to approval of the grant application by the TWDB.

Identified Three (3) Projects

- Flood Monitoring System
- Brazos River Backwater Mapping
- Cangelosi Ditch Master Plan Update

Funding Request (Cap - 50% of total project cost)

\$ 125,000
 \$ 75,000
 \$ 50,000

Total: \$ 250,000

Grand Total Estimated Project Cost: \$500,000

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2018 Funds Budgeted	FY2018 Funds Available	Amount Requested
Bond Proceeds	403-58700-15-999-	Infrastructure Improvements	\$2,495,617	\$2,495,617*	\$250,000*

*These funds will be available once the FY2018 bond sale is complete.

Purchasing Review: N/A

Financial/Budget Review: Dennice Chui, MS

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

SUPPORTING MATERIALS

1. TWDB Resolution

STAFF'S RECOMMENDATION

Staff recommends approval of the resolution authorizing the submission of a grant application to the Texas Water Development Board for Flood Protection Planning Grant assistance in the amount of \$250,000.

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

**Assistant City Manager/
City Manager Approval:** Scott R. Elmer, P.E.

RESOLUTION NO. R-18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND MAKING CERTAIN FINDINGS RELATING THERETO.

* * * * *

WHEREAS, the Texas Water Development Board (the "TWDB") is currently accepting applications for grants for flood protection planning, flood early warning systems, and the implementation of local strategies for alerting and responding to floods; and

WHEREAS, the City of Missouri City, Texas (the "City"), desires to fund projects to enhance the City's plans that relate to flood protection, flood warnings, and flood responses; and

WHEREAS, the City desires to create City plans that relate to the Brazos River backwater mapping and the Cangelosi ditch master plan update and to install a flood monitoring system (the "Plans"); and

WHEREAS, the Plans do not duplicate existing projects; and

WHEREAS, the City desires to apply for flood protection planning grant assistance from the TWDB to help fund the Plans; and

WHEREAS, the City will appropriate matching funds or in-kind services, if the grant is awarded, to assist with the financing of the Plans; and

WHEREAS, the City is currently participating in the National Flood Insurance Program making flood insurance available for all insurable structures in the City's territorial jurisdiction; and

WHEREAS, the City has the authority to plan and implement flooding protection projects in the City's territorial jurisdiction; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City to apply for flood protection planning grant assistance and to provide matching funds or in-kind services, as applicable, to assist with the financing of the Plans; now therefore,

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

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

Section 2. The City Council of the City of Missouri City authorizes the submission of a flood protection grant application, including all understandings and assurances contained

in the application, to the Texas Water Development Board for flood protection planning grant assistance.

Section 3. The City Council of the City of Missouri City authorizes the negotiation and execution of an agreement between the City and the Texas Water Development Board, as such agreement may be modified upon the agreement of the City and the Texas Water Development Board, for the purposes described in this Resolution.

Section 4. The City Council of the City of Missouri City hereby designates the Mayor as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City, to act in connection with the application and to provide any additional information that may be required.

Section 5. The City Council of the City of Missouri City hereby designates the City's Director of the Public Works Department as the City's authorized project manager in relation to the grant.

Section 6. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 7. Repeal. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 8. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this 2nd day of July, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



**Council Agenda Item
July 2, 2018**

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor's Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

13. CLOSED EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.

14. RECONVENE

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

15. ADJOURN
