

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 AGENDA DE LA REUNIÓN DEL CONCEJO DE LA CIUDAD

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, August 6, 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.

Por medio de la presente, se notifica sobre la reunión del Concejo de la Ciudad de Missouri City que se realizará **el lunes 6 de agosto de 2018, a las 7:00 p.m.** en: **City Hall, Council Chamber, 2.º piso**, 1522 Texas Parkway, Missouri City, Texas, 77489, con el propósito de considerar los siguientes puntos de la agenda. Todos los temas de la agenda están sujetos a la toma de medidas. El Concejo de la Ciudad se reserva el derecho de reunirse en una sesión cerrada para hablar sobre cualquier tema de la agenda en caso de ser necesario y si procediera de conformidad con el Título 5, Capítulo 551 del Código de Gobierno de Texas.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Presentation of a check by the Tri-City Business Alliance to the Missouri City Police Department.

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) Update on the City's partnership with the American Red Cross.

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 July 16, 2018.
- (b) Consider accepting the quarterly investment report for period ending on June 30, 2018.
- (c) Consider authorizing the execution of a joint election agreement and contract for election services with Fort Bend County for the November 6, 2018, general election.

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment; providing for an amendment to the Comprehensive Plan; and consider a related ordinance providing a penalty on the first of two readings. The telecommunications site is proposed to be located within the Quail Valley Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.
- (2) Public hearing to receive comments for or against a request to rezone an approximate 24.45 acre tract of land from LC-3, retail district, to PD Planned Development District to allow for a mixed use commercial and residential development; providing for an amendment to the Comprehensive Plan; and consider a related ordinance providing a penalty on the first of two readings. The subject site is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

(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 acceptance of a gift deed from Taylor Morrison of Texas, Inc. conveying a 10-acre tract of land on Hagerson Road.
- (b) Consider authorizing the execution of an interlocal agreement for wastewater capacity between Quail Valley Utility District and the City of Missouri City.
- (c) Consider authorizing the mayor to sign the official plat of Lake Shore Harbour Section 8, which contains an approximate 4.155-acre tract of land owned by the City of Missouri City.
- (d) Consider authorizing the acceptance of utility deeds from Fort Bend County Municipal Utility District No. 48 for infrastructure serving Parks Edge and Dry Creek Village.
- (e) Consider authorizing the execution of a maintenance agreement between Fort Bend Council Municipal Utility District No. 26 and the City of Missouri City for regional drainage and detention facilities for the Mustang Trails Development.
- (f) Consider authorizing a licensing agreement between Fort Bend Council Municipal Utility District No. 26 and the City of Missouri City for the construction of regional drainage and detention facilities.

- (g) Consider authorizing an agreement with the City of Rosenberg for cooperative purchasing.

10. ORDINANCES

- (a) Consider an ordinance providing for a general election to be held on November 6, 2018, for the purpose of electing a mayor and two at-large councilmembers; providing for joint elections on November 6, 2018, with other entities contracting with Fort Bend County and Harris County, respectively, for such joint elections; providing for election precincts and polling places; containing other provisions relating to the subject; and consider the ordinance on the first and final reading.

10. ORDENANZAS

- (a) Considerar una ordenanza para disponer la elección general que se realizará el 6 de noviembre de 2018 con la finalidad de elegir un alcalde y dos miembros generales del concejo; disponer las elecciones conjuntas que se realizarán el 6 de noviembre de 2018, con las otras entidades que han suscrito contratos con los condados de Fort Bend y Harris respectivamente, para dichas elecciones conjuntas; disponer los precintos electorales y los lugares de votación; y dictar otras disposiciones relacionadas con el tema; y considerar la ordenanza en la primera y última lectura.

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

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

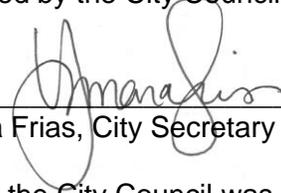
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

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 August 6, 2018, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on August 3, 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
August 6, 2018**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

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Mayor

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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, July 16, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Owen called the meeting to order at 5:34 p.m.

Those also present: Councilmembers Preston, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Elmer, Director of Development Services Spriggs, Director of Public Works Kumar, Director of Communications Walker, Planning Manager Gomez, and Media Relations Specialist III Stottlemeyer. Also present: Jason Morado, ETC Institute, Renee Yan, Community Impact Newspaper, and Frank Hester. Councilmember Wyatt arrived at 5:38 p.m. Mayor Pro Tem Ford arrived at 6:05 p.m.

Councilmember Maroulis requested to take agenda item 2b out of order. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

2. DISCUSSION/POSSIBLE ACTION

(b) Update on the Development Services plan review and permitting processes.

Director Spriggs provided an overview of the Development Services plan review and permitting processes in which he noted staff was currently evaluating a contractual professional plan reviewer and consulting firm to aid with the commercial plan reviews. Mayor Owen requested an update on how the consultant was working out during an upcoming City Council meeting. Director Spriggs stated that staff had recently selected a third-party reviewer to evaluate the development review process, to do a complete analysis of the flow process, and to provide a strategic plan for streamlining the review process. This would involve local developers, engineers, and architects who would contribute in deriving the process for improvement. The results of the study would be presented to Council next fiscal year.

(a) Presentation of ETC Institute 2018 Missouri City Community Survey.

Jason Morado, ETC Institute representative, presented the results of the 2018 Missouri City Community Survey.

3. ADJOURN

The special City Council meeting adjourned at 6:19 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



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CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, July 16, 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 7:01 p.m.

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

2. The PLEDGE OF ALLEGIANCE was led by James McClam of Boy Scout Troop 140.

Mayor Owen requested a moment of silence for Herb Appel, former Greater Fort Bend Economic Development Council president, who passed away on July 10.

3. PRESENTATIONS AND RECOGNITIONS

Jervon Harris presented on Texas Parkway updates.

There were no **PUBLIC COMMENTS**.

5. STAFF REPORTS

City Manager Snipes thanked the Parks and Recreation Department in celebration of Parks and Recreation Month, the blood drive held, and a successful Fourth of July celebration. He announced the Rebuild Texas Fund awarded the Office of Emergency Management a \$15,000 grant to be used for emergency preparedness training and Hurricane Harvey recovery efforts. Snipes invited everyone to the upcoming Annual Back to School Health Fair and Backpack event to be held on August 11 in partnership with Fort Bend County and Access Health; and, on August 16, to the Missouri City Leadership Luncheon Series, "Doing Business with the City." Snipes provided a few roadway updates. And, he recognized the Police Department for integrating Data-Driven Approaches to Crime and Traffic Safety (DDACTS); the Greater-Houston Black Chamber of Commerce Missouri City Chapter for their first anniversary; the Fire and Rescue Services for showcasing community engagement with the fire truck; the Quail Valley Golf Course for celebrating its 10th Anniversary; and, the Communications Department for the Citizen's University class.

(b) Presentation of ETC Institute 2018 Missouri City Community Survey.

Jason Morado, ETC Institute representative, presented the 2018 Missouri City Community Survey. Councilmember Preston requested to increase the targeted number of residents surveyed. Mayor Pro Tem Ford asked about the benefits for posting the survey on the City website. Morado noted the results from a survey offered online would have to be kept separate in order to not skew the results. He added that responses would be linked to addresses and kept separate from the sample pool of respondents.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of July 2, 2018.

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**, or **APPOINTMENTS.**

9. AUTHORIZATIONS

- (a) Consider a request by the Fort Bend County Tax Assessor-Collector to record the City's receipt of the 10/20-year write-offs for personal and real property taxes.

Budget and Financial Reporting Manager Alexander presented on the request from Fort Bend County to write-off \$18,840.41 of delinquent taxes.

Councilmember Wyatt moved to approve the request by the Fort Bend County Tax Assessor-Collector to record the City's receipt of the 10/20-year write-offs for personal and real property taxes. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **ORDINANCES.**

11. RESOLUTIONS

- (a) Consider a resolution granting consent to Missouri City Management District No. 1 to annex certain land situated within the City of Missouri City, Texas.

City Attorney requested to amended the resolution to cite section 3931.11 of the Special District Code, not Section 42.0425 of the Local Government Code.

Councilmember Wyatt moved to approve the resolution as amended by the City Attorney. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **CITY COUNCIL ANNOUNCEMENTS.**

13. ADJOURN

The regular City Council meeting adjourned at 7:41 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 6(b) Review and acceptance of the Quarterly Investment Report for the Quarter Ended on June 30, 2018
Submitted by: Finance and Services Committee,
LaToya Jasper, CPA, CGFO, CPM

SYNOPSIS

The City's investment policy states that a quarterly investment report shall be submitted and reviewed by the Finance and Services Committee. The report is a summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. The quarterly reports are to be presented to Council for review and acceptance.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

The quarterly investment report for the period ending June 30, 2018 is attached for your review. A few items to note about the June 2018 report is that the portfolio ended the quarter with a yield of 2.09% as compared to the prior quarter yield of 1.88%. The ending portfolio market balance is \$83.8M as compared to the last quarter's ending balance of \$100.3M. The decrease in the account balance is attributed to the timing issues with the sweep account being resolved and a number of semiannual/annual debt service payments being made.

BUDGET/FISCAL ANALYSIS

Investment activities are expected to yield an amount of interest equal to our projected amount.

Purchasing Review: N/A
Financial/Budget Review: Edena J. Atmore, CPA, CPM, CPFO

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. Quarterly Investment Report for quarter ended on June 30, 2018.

STAFF'S RECOMMENDATION

Staff recommends City Council accept the Quarterly Investment Report for the quarter ending June 30, 2018.

Director Approval: Edena J. Atmore, Financial Services Director
Assistant City Manager/City Manager Approval: Anthony J. Snipes, City Manager



QUARTERLY INVESTMENT REPORT

**For the Quarter Ended
June 30, 2018**

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of Missouri City is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Edena Atmore
Financial Services Director

LaToya Jasper
Assistant Director of Financial Services

Bill Atkinson
Assistant City Manager

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

	June 30, 2018			June 30, 2017		
Asset Type	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	0.00%	\$ 7,393,411	\$ 7,393,411	0.05%	\$ 4,849,839	\$ 4,849,839
Pools/MMA/NOW	1.73%	25,937,371	25,937,371	1.13%	54,935,221	54,935,221
Securities/CDS	2.37%	50,537,549	50,554,936	2.73%	23,487,436	23,754,169
Totals		\$ 83,868,331	\$ 83,885,717		\$ 83,272,495	\$ 83,539,229
Fourth Quarter-End Yield	2.09%			1.52%		
Average Quarter-End Yields - Fiscal Year (1):						
Missouri City	1.83%			1.46%		
Rolling Three Month Treasury	1.43%			0.56%		
Rolling Six Month Treasury	1.46%			0.61%		
TexPool	1.38%			0.59%		
Fiscal YTD Interest Earnings		\$ 1,632,952			\$ 1,104,978	

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	June 30, 2018		March 31, 2018	
		Book Value	Market Value	Book Value	Market Value
Demand Accounts	0.00%	\$ 7,393,411	\$ 7,393,411	\$ 20,720	\$ 20,720
Pools/MMA/NOW/MMF	1.73%	25,937,371	25,937,371	60,434,557	60,434,557
Securities/CDS	2.37%	50,537,549	50,554,936	39,823,613	39,849,692
Totals		\$ 83,868,331	\$ 83,885,717	\$ 100,278,889	\$ 100,304,969

Quarter End Average Yield (1)

Total Portfolio 2.09%

Rolling Three Mo. Treas. Yield 1.88%

Rolling Six Mo. Treas. Yield 1.92%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 1.83%

Rolling Three Mo. Treas. Yield 1.43%

Rolling Six Mo. Treas. Yield 1.46%

Quarterly TexPool Yield 1.38%

Quarterly Interest Income \$ 566,946 Approximate

Year-to-date Interest Income \$ 1,632,952 Approximate

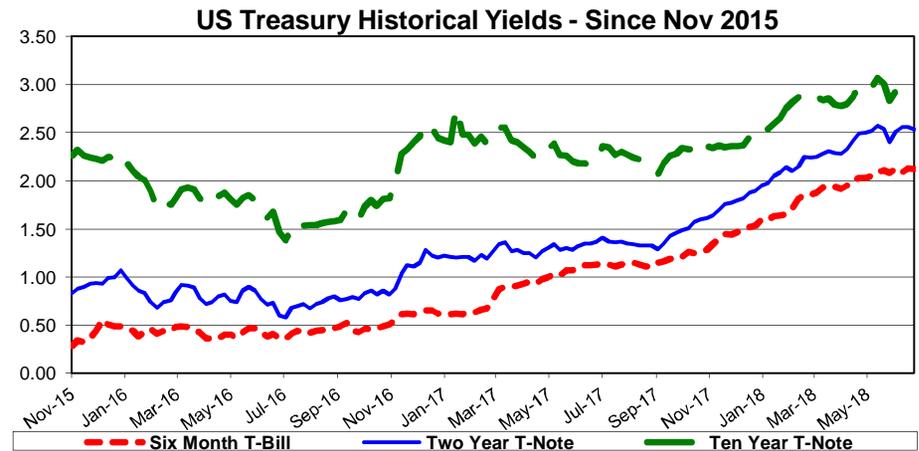
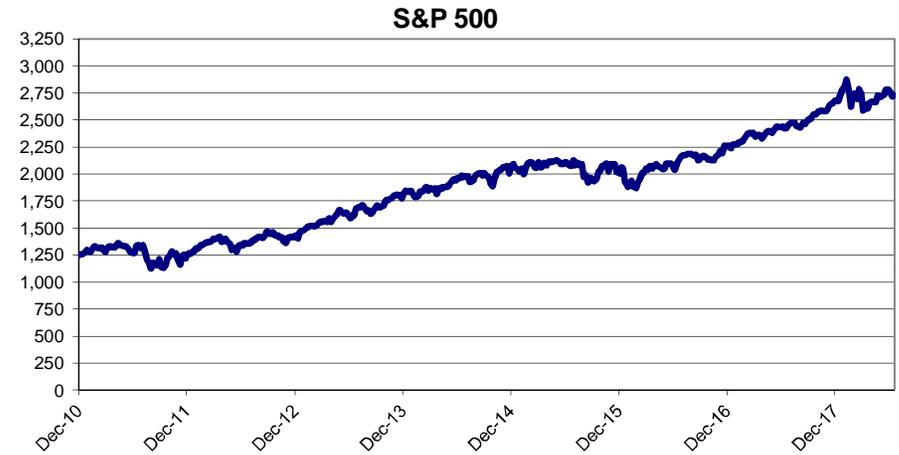
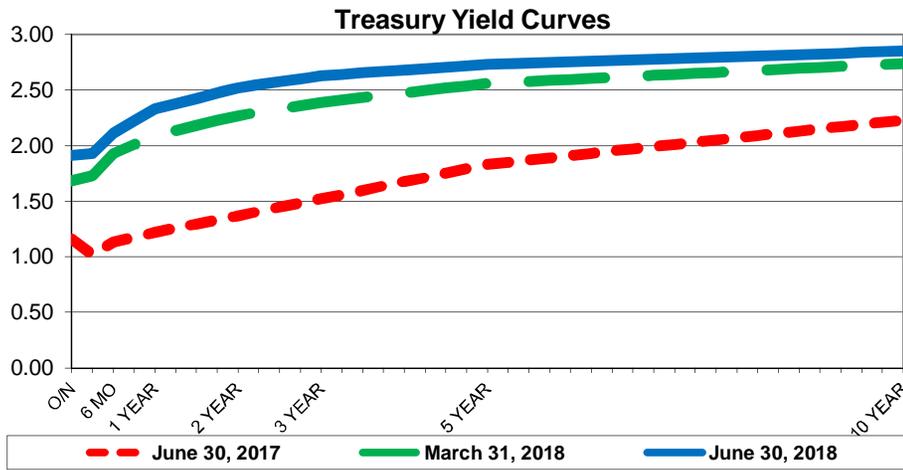
Quarterly Bank Fees Offset N/A

Year-to-date Bank Fees Offset N/A

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 1.75% - 2.00% (Effective Fed Funds are trading +/-1.91%). Additional range increases are expected this calendar year (one or two) although subject to economic activity. Gradual portfolio reduction continues by limiting reinvestment of maturing holdings. The ultimate size of the balance sheet is under discussion. First Quarter 2018 GDP measured 2.0% (final estimate). Second Quarter is expected to be substantially higher. Employment/Unemployment continued to record levels. Trade war uncertainty dominated world markets. WTI Crude oil hovers at +/- \$73. The Stock Markets wiggled higher but still below recent highs.



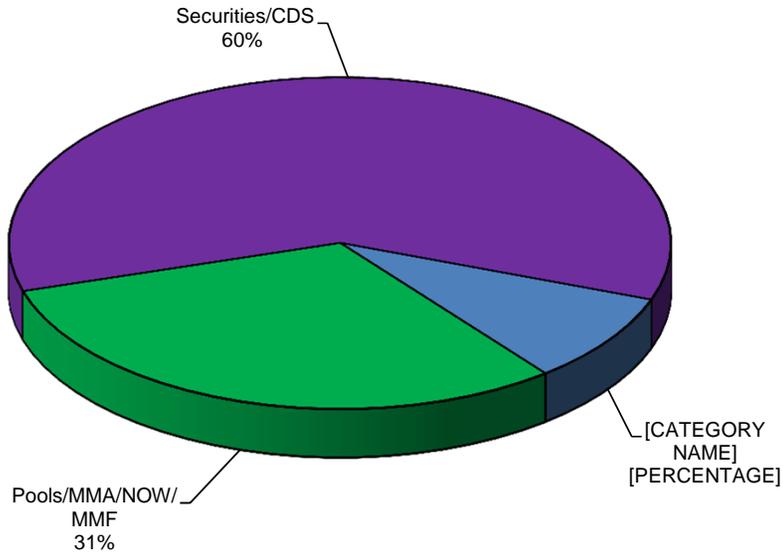
Investment Holdings by Portfolio
June 30, 2018

Pooled Funds Portfolio	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life	Yield
Wells Fargo Bank Cash		0.00%	07/01/18	06/30/18	\$ 7,393,411	\$ 7,393,411	1.00	\$ 7,393,411	1	0.00%
NexBank MMA		2.08%	07/01/18	06/30/18	5,040,687	5,040,687	1.00	5,040,687	1	2.08%
Wells Fargo Bank MMF	AAAm	0.00%	07/01/18	06/30/18	6,727	6,727	1.00	6,727	1	0.00%
Texas Class	AAAm	2.16%	07/01/18	06/30/18	18,795,907	18,795,907	1.00	18,795,907	1	2.16%
TexPool	AAAm	1.81%	07/01/18	06/30/18	202,437	202,437	1.00	202,437	1	1.81%
LOGIC	AAAm	2.11%	07/01/18	06/30/18	1,891,612	1,891,612	1.00	1,891,612	1	2.11%
FL Hurr. Catastrophe Muni	Aa3/AA	2.11%	07/01/18	01/21/15	2,500,000	2,500,032	100.00	2,500,000	1	1.64%
East West Bank CD		1.85%	11/01/18	01/23/18	5,040,456	5,040,456	100.00	5,040,456	124	1.85%
Lubbock National Bank CD		1.50%	12/03/18	10/03/17	5,050,150	5,050,150	100.00	5,050,150	156	1.50%
East West Bank CD		1.90%	12/03/18	01/23/18	5,041,554	5,041,554	100.00	5,041,554	156	1.90%
Peoria SD Muni	AA	5.25%	01/01/19	05/12/15	500,000	508,487	101.16	505,790	185	1.75%
TX ST Pub Fin Auth Muni	AA+	2.00%	02/01/19	09/29/17	480,000	481,246	99.78	478,949	216	1.55%
Columbus Fin TX Muni	AA-	4.90%	02/15/19	05/04/15	1,360,000	1,384,487	101.23	1,376,687	230	1.90%
Texas State Muni	Aa2/AA	2.04%	03/15/19	03/18/15	900,000	902,070	99.64	896,760	258	1.70%
LegacyTexas Bank CD		1.65%	06/03/19	08/14/17	6,082,967	6,082,967	100.00	6,082,967	338	1.65%
East West Bank CD		2.53%	07/01/19	05/21/18	5,010,744	5,010,744	100.00	5,010,744	366	2.53%
East West Bank CD		2.60%	09/03/19	05/21/18	5,011,041	5,011,041	100.00	5,011,041	430	2.60%
WV HSG Muni	Aaa/AAA	3.22%	11/01/19	08/17/15	1,000,000	1,018,929	99.89	998,900	489	1.75%
LegacyTexas Bank CD		2.75%	12/02/19	06/01/18	2,004,521	2,004,521	100.00	2,004,521	520	2.75%
LegacyTexas Bank CD		2.82%	02/03/20	06/01/18	3,006,953	3,006,953	100.00	3,006,953	583	2.82%
Cleveland Tax Revenue Muni	A1/AA+	2.30%	10/01/20	04/09/15	1,610,000	1,610,000	97.72	1,573,356	824	2.30%
Port of Corpus Christi Muni	A1/A+	2.61%	12/01/20	05/27/15	635,000	639,182	99.31	630,638	885	2.32%
Pooled Funds Portfolio - Sub Total					\$ 78,564,168	\$ 78,623,599		\$ 78,540,248	181	1.89%
									Days	
Mortgage Portfolio										
FNMA MBS 4X6	Aaa/AA+	6.00%	12/01/20	09/20/10	34,675	35,264	101.78	35,291	885	5.10%
FHLMC MBS G92	Aaa/AA+	6.00%	06/01/22	10/18/10	1,253,062	1,299,557	104.08	1,304,225	1,432	4.77%
GNMA MBS MY1	Aaa/AA+	6.00%	07/15/22	04/16/09	466,689	476,300	103.60	483,507	1,476	5.29%
FNMA MBS MT7	Aaa/AA+	6.00%	06/01/36	06/13/11	483,618	515,945	110.07	532,340	6,546	5.33%
FNMA MBS SS5	Aaa/AA+	6.00%	12/01/36	06/13/11	1,062,505	1,154,724	110.21	1,171,012	6,729	5.15%
FNMA MBS GP3	Aaa/AA+	6.00%	03/01/37	06/13/11	1,289,017	1,401,311	110.27	1,421,345	6,819	5.14%
FHLMC MBS WA4	Aaa/AA+	6.00%	02/01/38	03/12/12	361,631	361,631	109.99	397,750	7,156	5.19%
Mortgage Portfolio - Sub Total					\$ 4,951,198	\$ 5,244,732		\$ 5,345,470	14	5.09%
									Years	
Total Portfolio					\$ 83,515,366	\$ 83,868,331		\$ 83,885,717	478	2.09%
									1.3	
									(Years)	
									(1)	(2)

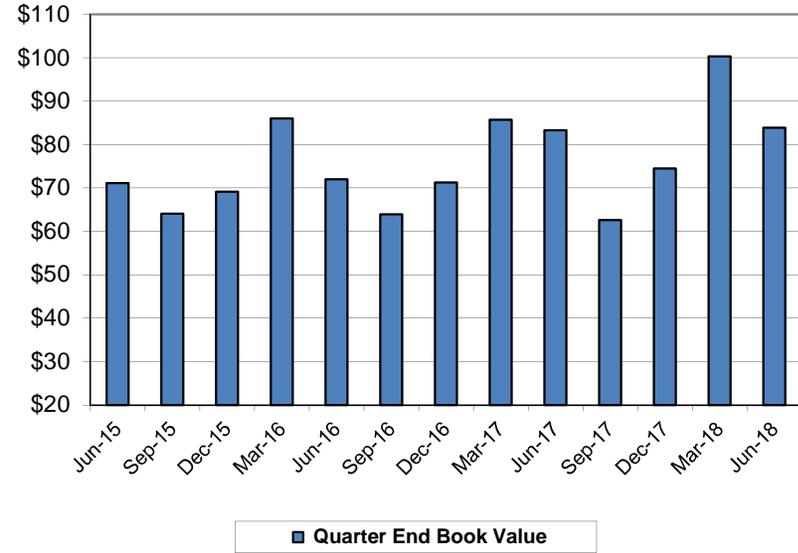
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity. MBS securities adjusted for minimum anticipated principal amortization.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

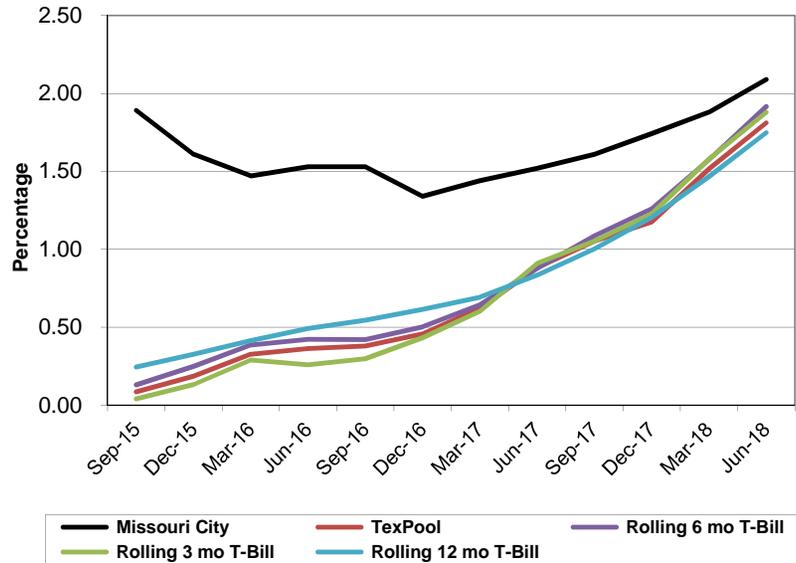
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	March 31, 2018		Purchases/ Adjustments	Sales/Adjst/ Call/Maturity	June 30, 2018	
			Face Amount/ Par Value	Book Value			Face Amount/ Par Value	Book Value
Amegy Bank Cash	0.05%	07/01/18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wells Fargo Bank Cash	0.00%	07/01/18	20,720	20,720	7,372,691		7,393,411	7,393,411
Wells Fargo Bank MMF	0.00%	07/01/18	10,362,454	10,362,454		(10,355,727)	6,727	6,727
NexBank MMA	2.08%	07/01/18	5,015,853	5,015,853	24,834		5,040,687	5,040,687
Texas Class	2.16%	07/01/18	16,643,694	16,643,694	2,152,213		18,795,907	18,795,907
TexPool	1.81%	07/01/18	201,565	201,565	872		202,437	202,437
LOGIC	2.11%	07/01/18	28,210,990	28,210,990		(26,319,378)	1,891,612	1,891,612
Commonwealth Auth. PA Muni	5.05%	06/01/18	1,000,000	1,006,110		(1,006,110)	-	-
Commonwealth Auth. PA Muni	5.05%	06/01/18	500,000	503,055		(503,055)	-	-
FL Hurr. Catastrophe Muni	2.11%	07/01/18	2,500,000	2,502,843		(2,812)	2,500,000	2,500,032
East West Bank CD	1.85%	11/01/18	5,017,262	5,017,262	23,194		5,040,456	5,040,456
Lubbock National Bank CD	1.50%	12/03/18	5,031,104	5,031,104	19,046		5,050,150	5,050,150
East West Bank CD	1.90%	12/03/18	5,017,730	5,017,730	23,825		5,041,554	5,041,554
Peoria SD Muni	5.25%	01/01/19	500,000	512,659		(4,173)	500,000	508,487
TX ST Pub Fin Auth Muni	2.00%	02/01/19	480,000	481,772		(526)	480,000	481,246
Columbus Fin TX Muni	4.90%	02/15/19	1,360,000	1,394,173		(9,686)	1,360,000	1,384,487
Texas State Muni	2.04%	03/15/19	900,000	902,792		(722)	900,000	902,070
LegacyTexas Bank CD	1.65%	06/03/19	6,057,738	6,057,738	25,228		6,082,967	6,082,967
East West Bank CD	2.53%	07/01/19	-	-	5,010,744		5,010,744	5,010,744
East West Bank CD	2.60%	09/03/19	-	-	5,011,041		5,011,041	5,011,041
WV HSG Muni	3.22%	11/01/19	1,000,000	1,022,431		(3,502)	1,000,000	1,018,929
LegacyTexas Bank CD	2.75%	12/02/19	-	-	2,004,521		2,004,521	2,004,521
LegacyTexas Bank CD	2.82%	02/03/20	-	-	3,006,953		3,006,953	3,006,953
Cleveland Tax Revenue Muni	2.30%	10/01/20	1,610,000	1,610,000			1,610,000	1,610,000
FNMA MBS 4X6	6.00%	12/01/20	45,728	46,585		(11,320)	34,675	35,264
Port of Corpus Christi Muni	2.61%	12/01/20	635,000	639,609		(427)	635,000	639,182
FHLMC MBS G92	6.00%	06/01/22	1,346,783	1,399,907		(100,350)	1,253,062	1,299,557
GNMA MBS MY1	6.00%	07/15/22	517,807	529,123		(52,822)	466,689	476,300
FNMA MBS JR7	3.00%	08/01/22	1,084,692	1,111,752		(1,111,752)	-	-
<i>(Sold 05/17/2018)</i>								
GNMA MBS CC2	2.50%	05/20/27	1,403,282	1,403,282		(1,403,282)	-	-
<i>(Sold 05/21/2018)</i>								
FNMA MBS MT7	6.00%	06/01/36	514,269	549,118		(33,173)	483,618	515,945
FNMA MBS SS5	6.00%	12/01/36	1,117,611	1,215,914		(61,190)	1,062,505	1,154,724
FNMA MBS GP3	6.00%	03/01/37	1,357,396	1,477,213		(75,902)	1,289,017	1,401,311
FHLMC MBS WA4	6.00%	02/01/38	391,442	391,442		(29,811)	361,631	361,631
TOTAL			\$ 99,843,120	\$ 100,278,889	\$ 24,675,162	\$ (41,085,720)	\$ 83,515,366	\$ 83,868,331

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	March 31, 2018		Qtr to Qtr Change	June 30, 2018	
			Face Amount/ Par Value	Market Value		Face Amount/ Par Value	Market Value
Amegy Bank Cash	0.05%	07/01/18	\$ -	\$ -	\$ -	\$ -	\$ -
Wells Fargo Bank Cash	0.00%	07/01/18	20,720	20,720	7,372,691	7,393,411	7,393,411
Wells Fargo Bank MMF	0.00%	07/01/18	10,362,454	10,362,454	(10,355,727)	6,727	6,727
NexBank MMA	2.08%	07/01/18	5,015,853	5,015,853	24,834	5,040,687	5,040,687
Texas Class	2.16%	07/01/18	16,643,694	16,643,694	2,152,213	18,795,907	18,795,907
TexPool	1.81%	07/01/18	201,565	201,565	872	202,437	202,437
LOGIC	2.11%	07/01/18	28,210,990	28,210,990	(26,319,378)	1,891,612	1,891,612
Commonwealth Auth. PA Muni	5.05%	06/01/18	1,000,000	1,004,740	(1,004,740)	-	-
Commonwealth Auth. PA Muni	5.05%	06/01/18	500,000	502,370	(502,370)	-	-
FL Hurr. Catastrophe Muni	2.11%	07/01/18	2,500,000	2,501,450	(1,450)	2,500,000	2,500,000
East West Bank CD	1.85%	11/01/18	5,017,262	5,017,262	23,194	5,040,456	5,040,456
Lubbock National Bank CD	1.50%	12/03/18	5,031,104	5,031,104	19,046	5,050,150	5,050,150
East West Bank CD	1.90%	12/03/18	5,017,730	5,017,730	23,825	5,041,554	5,041,554
Peoria SD Muni	5.25%	01/01/19	500,000	508,975	(3,185)	500,000	505,790
TX ST Pub Fin Auth Muni	2.00%	02/01/19	480,000	478,925	24	480,000	478,949
Columbus Fin TX Muni	4.90%	02/15/19	1,360,000	1,384,820	(8,133)	1,360,000	1,376,687
Texas State Muni	2.04%	03/15/19	900,000	896,814	(54)	900,000	896,760
LegacyTexas Bank CD	1.65%	06/03/19	6,057,738	6,057,738	25,228	6,082,967	6,082,967
East West Bank CD	2.53%	07/01/19	-	-	5,010,744	5,010,744	5,010,744
East West Bank CD	2.60%	09/03/19	-	-	5,011,041	5,011,041	5,011,041
WV HSG Muni	3.22%	11/01/19	1,000,000	1,001,620	(2,720)	1,000,000	998,900
LegacyTexas Bank CD	2.75%	12/02/19	-	-	2,004,521	2,004,521	2,004,521
LegacyTexas Bank CD	2.82%	02/03/20	-	-	3,006,953	3,006,953	3,006,953
Cleveland Tax Revenue Muni	2.30%	10/01/20	1,610,000	1,578,927	(5,571)	1,610,000	1,573,356
FNMA MBS 4X6	6.00%	12/01/20	45,728	46,709	(11,418)	34,675	35,291
Port of Corpus Christi Muni	2.61%	12/01/20	635,000	631,476	(838)	635,000	630,638
FHLMC MBS G92	6.00%	06/01/22	1,346,783	1,406,965	(102,740)	1,253,062	1,304,225
GNMA MBS MY1	6.00%	07/15/22	517,807	537,962	(54,455)	466,689	483,507
FNMA MBS JR7	3.00%	08/01/22	1,084,692	1,093,093	(1,093,093)	-	-
<i>(Sold 05/17/2018)</i>							
GNMA MBS CC2	2.50%	05/20/27	1,403,282	1,356,118	(1,356,118)	-	-
<i>(Sold 05/21/2018)</i>							
FNMA MBS MT7	6.00%	06/01/36	514,269	577,586	(45,246)	483,618	532,340
FNMA MBS SS5	6.00%	12/01/36	1,117,611	1,255,673	(84,661)	1,062,505	1,171,012
FNMA MBS GP3	6.00%	03/01/37	1,357,396	1,524,254	(102,909)	1,289,017	1,421,345
FHLMC MBS WA4	6.00%	02/01/38	391,442	437,381	(39,631)	361,631	397,750
TOTAL			\$ 99,843,120	\$ 100,304,969	\$ (16,419,252)	\$ 83,515,366	\$ 83,885,717



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 6(c) Consider authorizing the execution of a Joint Election Agreement and Contract for Election Services with Fort Bend County for the November 6, 2018 general election.
Submitted by: Maria Jackson, City Secretary

SYNOPSIS

The City is being asked to authorize the execution of the Joint Election Agreement and Contract for Election Services with Fort Bend County for the November 6, 2018 general election.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain A Financially Sound City Government

BACKGROUND

Since 1994, the City has contracted with Fort Bend County for election services and equipment. This contract states that the city agrees to hold a Joint Election in accordance with Chapter 271 of the Texas Election Code.

The Fort Bend County Elections Administrator will coordinate, supervise, and handle all aspects of administering the Joint Election for those precincts in Fort Bend County. The City will pay Fort Bend County for equipment, supplies, services and administrative costs. The Fort Bend County Elections Administrator is also named as the administrator for the Joint Election and the City remains responsible for the lawful conduct of the election.

City Staff is requesting to approve the execution of the Joint Election Agreement.

The City will also enter into a contract with Harris County for election services. Harris County has notified the City that their contract will be available in mid to late September.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY19 Funds Budgeted	Proposed FY19 Funds Available	Amount Requested
General Fund	101-53511-10-102	Election Expense	\$55,000	\$55,000	*\$18,403 <i>(estimated)</i>

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

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

Sufficient funds have been budgeted for conducting the City’s general election on November 6, 2018. The cost of Missouri City’s general election is dependent upon the shared cost of each jurisdiction contracting with Fort Bend County for election services in November. The total cost for election services may fluctuate due to jurisdictions cancelling their elections, which may increase Missouri City’s shared cost for election services.

Should the City move forward with all three at-large races for the November 6, 2018 general election, the estimated cost to contract election services with Fort Bend County and Harris County; translate election notices to Spanish, Vietnamese, and Mandarin Chinese; and, publish all required election notices in the newspaper could range from \$20,000 to \$30,000. Should the City cancel any at-large election race, the City’s election cost would be less than estimated. Should the City hold a runoff election, the election cost will significantly increase.

Below is the total cost of contracting our election services from 2010 to present:

Year	Total Cost	Election Information
2017	\$29,983.60	<p>November 7, 2017, General Election to elect District City Councilmembers and Special Election regarding the (7) Charter Propositions.</p> <p><i>Total Expenses Include:</i> Fort Bend County Joint Election: \$18,769.55 Harris County Joint Election: \$1,657.03 Publications: \$5,143.68 Election Signs: \$280.00 Translations: \$4,133.34</p>
2016	\$50,365.38	<p>May 7, 2016, General Election to elect a Mayor and (2) At-Large City Councilmembers (\$21,164.24)</p> <p>June 11, 2016, Runoff Election to elect an At-Large Position 2 City Councilmember (\$23,971.62)</p> <p><i>Total Expenses Include:</i> Election Signs: \$1,665.62 Spanish Translation: \$599.90 Publications: \$2,964</p>
2015	\$17,881.82	<p>May 9, 2015, General Election to elect District City Councilmembers</p> <p>*District C and District D races were unopposed and candidates were elected into office</p> <p>*Expenses included: transaction costs, election signs, and legal publication notice.</p>

2014	24,525.58	<p>May 10, 2014, General Election to elect a Mayor and (2) At-Large City Councilmembers and a Special Bond Election for various public improvements which pertained to drainage, transportation, facilities and public safety.</p> <p>*At-Large Position 1 race was unopposed and candidate Jerry Wyatt was elected into office.</p>
2013	\$42,903	<p>May 11, 2013, General Election to elect District City Councilmembers and Special Election regarding the (15) Charter Propositions.</p> <p>*District C and D races were unopposed; however, all district races were still on the ballot due to the Special election propositions.</p> <p>**Run-off election was held for Single member District A race.</p> <p>***Election material was translated to Spanish, Vietnamese, and Chinese.</p>
2012	\$183.82	<p>May 12, 2012, General Election to elect a Mayor and (2) At-Large City Councilmembers.</p> <p>*Missouri City May 12, 2012, was cancelled due to unopposed candidates.</p> <p>\$183.82 cost was for translation expenses.</p>
2011	\$12,664	<p>May 14, 2011, General Election to elect District City Councilmembers.</p> <p>*District B and District C races were unopposed and candidates were elected into office.</p>
2010	\$17,691	<p>May 8, 2010, General Election to elect a Mayor and (2) At-Large City Councilmembers.</p> <p>*A Special Election was also held on May 8, 2010, to consider two propositions: adoption of an ordinance prohibiting smoking in certain public places and regulating City-wide municipal consolidation of trash collection.</p>

SUPPORTING MATERIALS

1. Fort Bend County Joint Election Contract

STAFF'S RECOMMENDATION

Authorize the execution of the contract.

Director Approval: Maria Jackson, City Secretary

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 6, 2018 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The City of Missouri City is holding a General Election on November 6, 2018 (at the expense of the Political Subdivision) for the purpose of electing municipal officials.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

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

I. ADMINISTRATION

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

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

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall

a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

Fort Bend County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 6, 2018 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 5, 2018 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 6, 2018 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

IX. RUNOFF ELECTION

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

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

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. RECORDS OF THE ELECTION

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

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

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

XIII. RECOUNTS

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

XIV. MISCELLANEOUS PROVISIONS

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

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

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$18,403.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$11,040.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within ten (10) days of the City's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 6, 2018 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the

Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 68th day (August 30, 2018) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 61st day before the election (September 6, 2018) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 55th day before Election Day (September 12, 2018), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

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

- (1) It has on the _____ day of _____, 2018 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2018 been executed on behalf of the City of Missouri City by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the City of Missouri City.

ATTEST:

FORT BEND COUNTY

Laura Richard, County Clerk

By _____
Robert E. Hebert, County Judge

ATTEST:

City of Missouri City

By _____

CONTRACTING OFFICER

APPROVED AS TO FORM:

By _____

John Oldham
Elections Administrator

Matthew Grove
Assistant County Attorney

Fort Bend County Early Voting Schedule
November 6, 2018 General Election
CONDADO DE FORT BEND HORARIO DE VOTACION ANTICIPADA
06 DE NOVIEMBRE DE 2018 - ELECCIONES GENERAL

Early Voting Location	Hours(Horas)			
	Monday-Friday October 22-26, 2018 (Lunes-Viernes) (Octubre 22-26, 2018)	Saturday October 27, 2018 (Sábado) (Octubre 27, 2018)	Sunday October 28, 2018 (Domingo) (Octubre 28, 2018)	Monday-Friday October 29 – November 2 (Lunes-Viernes) (Octubre 29– Noviembre 2, 2018)
Beasley City Hall 319 S. 3 rd Street, Beasley FBISD Administration Bldg 16431 Lexington Blvd, Sugar Land Hightower High School 3333 Hurricane Lane, Missouri City Lost Creek Park 3703 Lost Creek Blvd, Sugar Land Stafford City Hall 2610 Main St., Stafford, TX	8:00 a.m. To 5:00 p.m.	7:00 a.m. To 7:00 p.m.	CLOSED (Cerrado)	7:00 a.m. To 7:00 p.m.
Clayton Oaks Assisted Living 21175 SW Freeway, Richmond Fort Bend County Rosenberg Annex 4520 Reading Road, Rosenberg Four Corners Community Center 15700 Old Richmond Rd, Sugar Land Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear Meadows Place City Hall One Troyan Dr, Meadows Place Missouri City Community Center 1522 Texas Pkwy, Missouri City	8:00 a.m. To 5:00 p.m.	7:00 a.m. To 7:00 p.m.	12:00 p.m. To 5:00 p.m.	7:00 a.m. To 7:00 p.m.
Chasewood Clubhouse 7622 Chasewood Drive, Missouri City Fort Bend County Road & Bridge 3743 School Street, Needville James Bowie Middle School 700 Plantation Dr, Richmond Quail Valley Fund Office 3603 Glenn Lakes, Missouri City Sugar Land Branch Library 550 Eldridge, Sugar Land Tompkins High School 4400 Falcon Landing Blvd, Katy	10:00 a.m. To 7:00 p.m.	7:00 a.m. To 7:00 p.m.	CLOSED (Cerrado)	7:00 a.m. To 7:00 p.m.
Cinco Ranch Library 2620 Commercial Center Drive, Katy Randall's 5800 New Territory Blvd., Sugar Land Clyde & Nancy Jacks Conference Center Fka First Colony Conference Center 3232 Austin Parkway, Sugar Land Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City	10:00 a.m. To 7:00 p.m.	7:00 a.m. To 7:00 p.m.	12:00 p.m. To 5:00 p.m.	7:00 a.m. To 7:00 p.m.

Revised August 7, 2018

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
BAPS Shri Swaminarayan Mandir	1150 Brand Ln	STAFFORD	77479
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
Beck Jr. High School	5200 S Fry Rd	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave	ROSENBERG	77471
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Branch Library	2620 Commercial Center Dr	KATY	77494
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Clyde & Nancy Jacks (First Colony) Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
DeSeo at Grand Mission Clubhouse	19002 Mission Park Dr	RICHMOND	77407
Eagle Heights Church	16718 W. Belfort Blvd	RICHMOND	77407
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471
Firethorne HOA Clubhouse	28800 S. Firethorne Rd	KATY	77479
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd	RICHMOND	77469
Greatwood Community/Rec Center	7225 Greatwood Pkwy	SUGAR LAND	77479
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Katy ISD Administration Building	6301 S Stadium Ln	KATY	77494
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Knights of Columbus (Sugar Land)	702 Burney Rd	SUGAR LAND	77498
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Living Word Lutheran Church	3700 S. Mason Rd	KATY	77450
Lost Creek Conference Center	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Elementary School	16200 Beechnut St	HOUSTON	77083
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	4521 FM 521	FRESNO	77545
Oak Lake Baptist Church	15555 W. Airport Blvd	SUGAR LAND	77498
Orchard City Hall	9714 Kibler	ORCHARD	77464
Our Lady of Guadalupe Family Life Center	1600 Avenue D	ROSENBERG	77471

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459
Randall's New Territory	5800 New Territory Dr	SUGAR LAND	77479
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
River Park Recreation Ctr.	5875 Summit Creek Drive	SUGAR LAND	77479
Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
Seven Lakes High School	9251 S Fry Rd	KATY	77494
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Stafford City Hall	2610 South Main	STAFFORD	77477
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	2700 Town Center Blvd North	SUGAR LAND	77479
The Club at Riverstone	18353 South University Blvd	SUGAR LAND	77479
Thompsons City Hall	520 Thompson Oil Field Rd	THOMPSONS	77481
Tompkins High School	4400 Falcon Landing Blvd	KATY	77494
Townwest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
Travis Elementary School	2700 Avenue K	ROSENBERG	77471
University Branch Library	14010 University Blvd	SUGAR LAND	77479



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 7(a)(1) Skyway Towers - SUP, Specific Use Permit
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the first of two readings of an ordinance for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment, and to the extent, such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The telecommunications site is proposed to be located within the Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Have quality development through buildout

BACKGROUND

T-Mobile working with Skyway Towers proposes to locate a 120-foot tall monopole, telecommunications tower with associated equipment within a neighborhood park maintained by the Thunderbird North homeowner's association. The proposed telecommunications tower site would include an equipment platform at the base of the tower. An 8-foot tall fence would enclose the site. The tower would be clad to resemble the bark of a tree with branches containing leaves used to disguise the antenna.

Skyway Towers has indicated that there are no towers of "roughly equal or greater height" than the one proposed within T-Mobile's stated search area. Based upon a recent application T-Mobile owns three other site locations within the city; two newly constructed site one the property of Congregation Beth El on Raoul Wallenberg Lane and second on the Elkins High School campus on Knights Court. The third location is at Baines Middle School on Sienna Ranch Road. T-Mobile had been the owner of up to seven tower sites at one time in the city, most of which were located on the northern side of the City.

Telecommunication towers and antenna locations must be constructed in compliance with the Federal Communications Commission (FCC) rules, which includes an environmental review.

Staff recommended approval and the Planning and Zoning Commission forwards a positive recommendation.

SUPPORTING MATERIALS

1. Ordinance
2. Draft Planning and Zoning Commission meeting minutes (July 11, 2018)

3. Planning and Zoning Commission final report
4. Application
5. Letter of owner authorization
6. Site plan & tower elevations
7. Photo simulation
8. Propagation maps
9. Ortho map
10. Notice of public hearing to adjoining property owners
11. Mailing labels for adjoining property owners
12. Rezoning application protest letters analysis
13. Letters of protest
14. Letter of support

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

Director Approval:

Otis T. Spriggs, AICP, Development Services Director

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

Scott Elmer, P.E., Assistant City Manager

ORDINANCE NO. O-18-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING A SPECIFIC USE PERMIT AUTHORIZING THE USE OF A 0.06 OF AN ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS A SPECIFIC USE-TOWERS; DESCRIBING SAID 0.06 OF AN ACRE TRACT OF LAND; PROVIDING LIMITATIONS, RESTRICTIONS, AND CONDITIONS ON SUCH SPECIFIC USE; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Thunderbird North Community Association is the owner of 0.06 of an acre of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, said Property presently has a designation of CF, community facilities district under Ordinance No. O-81-1, adopted by the City Council of the City of Missouri City on January 19, 1981; and

WHEREAS, the owner's agent, Justin Jones of Skyway Towers, LLC, has made application to the City of Missouri City for a specific use permit authorizing the use of the Property as Specific Use-Towers; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such proposed specific use permit; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested specific use permit; now therefore,

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

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

Section 2. As required by law, the City Council of the City of Missouri City conducted the public hearing on the request to grant a Specific Use Permit-Towers and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The Property is more fully described in Exhibit “A,” attached hereto and made a part hereof for all purposes, and is depicted in Exhibit “A-1” for reference purposes only. In the event Exhibit “A-1” conflicts with Exhibit “A,” Exhibit “A” shall prevail.

Section 4. The specific use of the Property authorized and permitted by this Ordinance is Towers.

Section 5. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance, specifically all regulations that apply to CF community facilities districts and is subject to the following limitations, restrictions, and conditions:

I. Use Permitted. The following specific use shall be permitted:

A monopole tower and an equipment platform to be located at the base of the tower.

II. Standards and Regulations.

A. Tower standards and regulations. Except as set forth herein, the tower, tower site, and tower appurtenances shall comply with the standards set forth in Section 15B.4, General requirements and regulations for towers and antennae, of the City of Missouri City Zoning Ordinance.

1. Antennae may be mounted on the exterior of the tower.
2. The tower shall be constructed to resemble the bark of a tree with artificial branches containing artificial leaves used to disguise the antennae. The artificial bark cladding shall not extend more than sixty (60) feet high, from the base of the tower to the bottom of the lowest artificial branch.
3. Any portion of the tower that is not constructed to resemble a tree or a part of a tree shall be painted a single color. Such color shall match the primary color of the artificial bark.
4. The Property, including the tower, artificial bark cladding, artificial branches, and the painting of the tower, shall be maintained by Skyway Towers, LLC, and its heirs, successors and assigns.

B. Height and area regulations. Except as set forth herein, the height and area regulations contained in Section 7.15, CF community facilities district, of the City of Missouri City Zoning Ordinance, shall apply.

1. The tower and equipment attached to the tower shall not exceed a combined height of one hundred twenty (120) feet.

C. Sign regulations. Except as set forth herein, the requirements of Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance, for nonresidential zoning districts shall apply.

1. Signage for the Property shall be limited to only signage that is required by the FCC or another governmental agency and a sign noting the site name, number and contact information for the responsible entity.

D. Fence regulations. Except as set forth herein, the requirements of Section 14.3.D, Design and construction standards for community fencing, of the City of Missouri City Zoning Ordinance, shall apply.

1. The Property shall be enclosed by a fence not less than eight (8) feet in height.
2. Said fence shall consist of wood or masonry fencing.
3. All equipment appurtenant to the tower shall be screened from view by said fencing.

E. Development Schedule. This Ordinance shall expire on the fifth anniversary of the date the specific use permit application was filed, provided no progress has been made toward the completion of this project.

Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on said Property as granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the changes.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change in the specific use of the Property as granted in this Ordinance authorizing the Specific Use-Towers and the imposition of the limitations, restrictions, and conditions contained herein.

Section 8. *Comprehensive plan deviation.* To the extent this Ordinance represents any deviation from the Future Land Use and Character map of the City of Missouri City Comprehensive Plan, such map is hereby amended to conform with this Ordinance.

Section 9. *Repeal.* Any ordinance or any part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 10. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this Zoning Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this Zoning Ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 11. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ___ day of _____, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this ___ day of _____, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



Abboud Engineering, LLC

10007 Plantation Mill Pl
Missouri City, Texas 77459-6516
Tel. 713-562-6100
Fax 210-899-0087

Texas Firm Registration No. F-15913

**SKYWAY'S LEASED PREMISES
0.06 ACRES (2,500 SQUARE FEET)
OUT OF RESERVE "C", THUNDERBIRD NORTH
DAVID BRIGHT LEAGUE, ABSTRACT 15
FORT BEND COUNTY, TEXAS**

Being 0.06 acres (2,500 feet) of land, out of Reserve "C", Thunderbird North, recorded under Volume 14, Page 16 Map Records of Fort Bend County, Texas (M.R. F.B.C.T.), conveyed to Thunderbird North Community Association, Inc., by deed recorded under Volume 684, Page 104 Official Public Records of Fort Bend County, Texas (O.P.R. F.B.C.T.), said 0.06 acre tract lying in the David Bright League, Abstract 15 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch iron rod at the intersection of Cherry Hills Drive and Turtle Creek Drive, 60' Public right-of-way (R.O.W.), marking the east corner of said Reserve "C";

THENCE South 59°53'57" West, along the north R.O.W. of said Turtle Creek, a distance of 310.44 feet to a point of in said north R.O.W.;

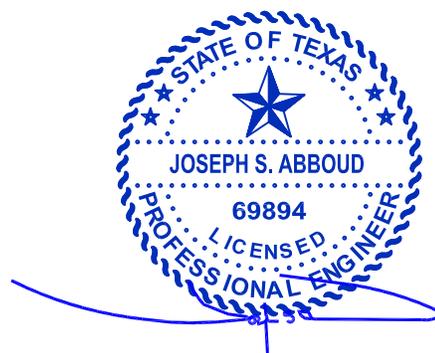
THENCE North 30°06'03" West, a distance of 25.00 feet to a set 5/8 inch iron rod with cap, marking the east corner of a Skyway's Leased Premises, also being the **POINT OF BEGINNING**;

THENCE South 59°53'57" West, a distance of 50.00 feet to a set 5/8 inch iron rod with cap, marking the south corner of the herein described tract;

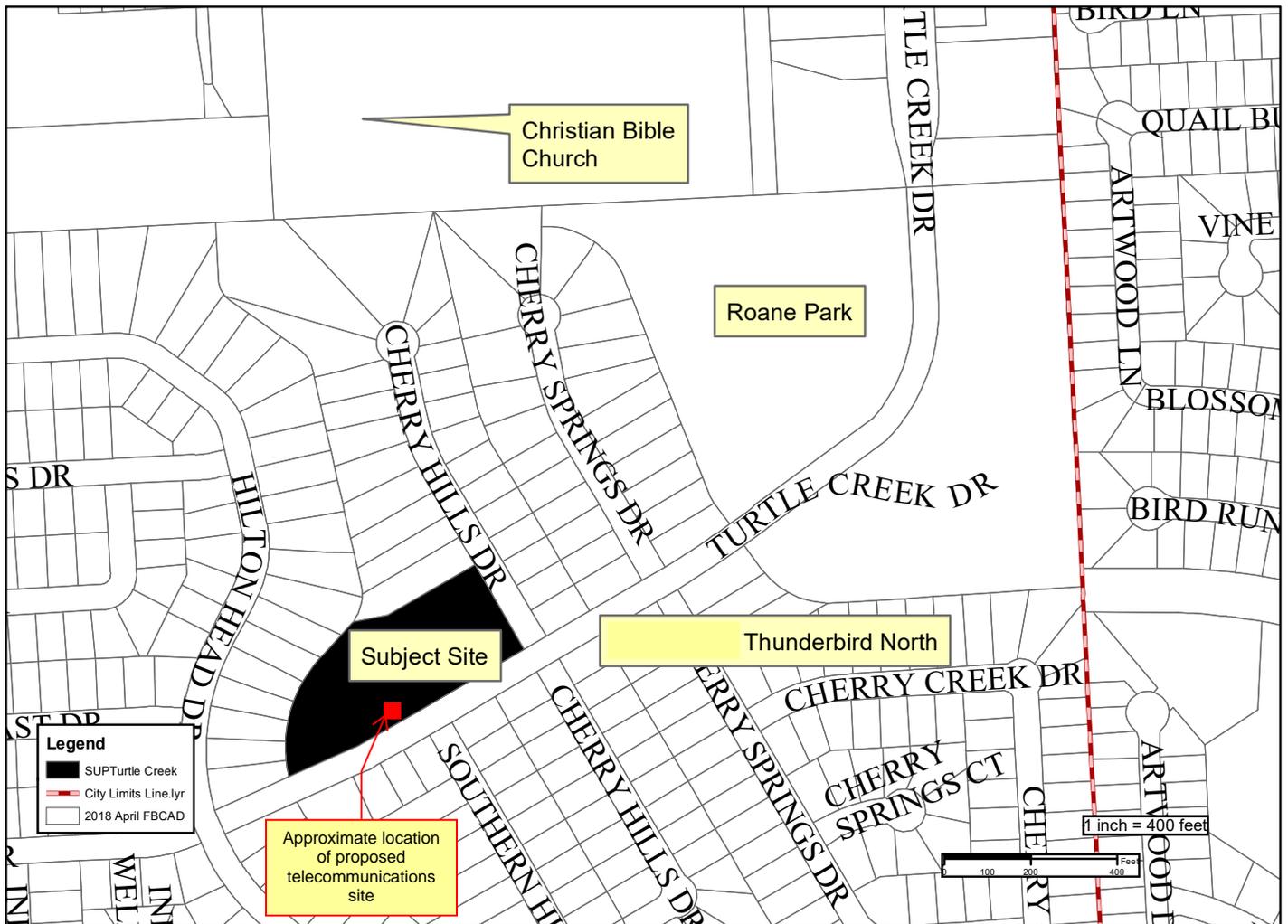
THENCE North 30°06'03" West, a distance of 50.00 feet to a set 5/8 inch iron rod with cap, marking the west corner of the herein described tract;

THENCE North 59°53'57" East, a distance of 50.00 feet to a set 5/8 inch iron rod with cap, marking the north corner of the herein described tract;

THENCE South 30°06'03" East, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing a computed 0.06 acres (2,500 square feet) of land.



06/18/2018





MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
July 11, 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
Hugh Brightwell
John O'Malley
Reginald Pearson
Courtney Rose
Ramesh Anand

Commissioners Absent: James G. Norcom III, Douglas Parker

Councilmembers Present:

Staff Present:

Otis T. Spriggs, Director of Development Services
Jennifer Gomez, Planning Manager
E.Joyce Iyamu, City Attorney
Shashi Kumar, Director of Public Works
Jennifer Hobbs, Assistant City Engineer
Thomas White, Planner II
Mason Garcia, Planner I
Egima Brown, Planning Technician

Others Present:

Pernell Washington, Sally Joseph, Joseph John, John Tsai, Robert Mazzo, Greg Black, Brandie Nickerson, Pam Senegal, Kim Riser, Melvin Lin, Tarsha Greenwood, Ronny Hecht, Jennifer Lopez, Brenda L. Daniels, Caitlin Garcia, Clarence Gray, Taryn Burnett, Ramona Williams, Orlando and Mariela Parra, Calvin Coleman, Walter and Sherry Sarah, Justin Schrader, Eddie Powell, Angela Stegman, Maria D.S. Martinez, Duraimony Dickson, Michael Joyce, Ingrid M. Lee, Bebb Francis, Paul Williams, Susan Soto, Scott Behuniak, Debra James, William and Mary Vandervoort, Eric Lewis, Cynthia Ramirez, Mario Bollulo, Annie Session, Marie Escue, Takeisha Plowden, Bill and Milly Smith, Pamela Zackory

7. ZONING MAP AMENDMENTS

A. PUBLIC HEARING FOR A SPECIFIC USE PERMIT

- (1) Public hearing to receive comments for or against a request by Justin Jones, Skyway Towers LLC, for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment, and to the extent such rezoning deviates from the Future Land Use and Character Map of the Comprehensive Plan, to provide for an amendment therefrom. The telecommunications site is proposed to be located within the quail Valley Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.

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

Jennifer Gomez presented this item. Ms. Gomez informed that the HOA maintains a park located on Turtle Creek Drive, which is shown in black on the site plan. The park is located west/southwest of Roane Park, Texas Parkway and Turtle Creek Drive. Ms. Gomez informed that T-Mobile has partnered with Skyway Towers LLC for a location of a tower. A complete application was submitted to try to meet the requirements of Section 15B for towers. The applicant has recommended to mask the tower. Ms. Gomez informed that the standards for towers will apply. The tower is at proposed 120ft with antennas mounted on the exterior. T-Mobile would be at the 100ft level of the tower. Ms. Gomez informed that there will be three options for co-locaters to locate below or above of T-Mobile's equipment. The base will be screened by a 6ft wood fence. The applicant mentioned a chain link fence, however, the fence would be wood at minimum of 6ft. Staff's recommendation is to approve with the conditions of the qualifications in the report.

Vice Chairman Haney asked for clarification of the first requirement in Section 15A to identify alternative places for towers to co-locate as opposed in the letter that there are not any other poles by the operator in the area.

Ms. Gomez replied that the clarification is correct. Ms. Gomez informed that within the presentation, there is a map showing other locations that were considered. Other towers are not located within the presented search area.

Bebb Francis, Francis Law Firm – attorney for Skyway Towers LLC, informed that there is a significant gap in T-Mobile's wireless service the specific area of the City due to growth. Mr. Francis presented a Community Impact Newspaper article from early July. A quote from Mayor Allen Owen was read: "Population continues to grow as more people move to the City, and business development is thriving." Mr. Francis informed that with growth comes the need for additional wireless service. A quote from The Washington Times was read: "There are 359.9 million wireless devices, or 1.2 wireless devices for every U.S. resident." Mr. Francis shared many examples of the importance of having sufficient wireless service by providing a cell tower onto the presented site. The site plan showed a 50 x 50 compound. The location was chosen to be on the HOA's property to not interfere with the tennis courts and the swimming facilities. Mr. Francis informed that the 50 x 50 compound will accommodate not only T-Mobile's equipment, but also the equipment for three additional companies such as Verizon, AT&T and Sprint. The tower is a mono-pine. Skyway Towers LLC will add mock-bark that will resemble brown bark. Mr. Francis informed that the major portion of the tower will be painted a color that will match the mock-bark. The site location is zoned CF – Community Facilities District. Around the zone CF area is R-2 zoning. Further southwest is Lantern Lane Elementary. Mr. Francis informed that further to the south and east are community parks, to the west is zone R-1, and the golf course. The alternative site analysis showed a search ring, which is the optimum ring T-Mobile will need to have a facility in order to solve the wireless gap. Within the ring, available lots do not exist. The alternative for the tower location is the proposed site. Located in the north east of the search ring is not the optimum placement, however, it will accomplish the resolving of the significant gap. Mr. Francis present images of the proposed tower and site from various locations. The Federal Telecommunications Act, Former Health Communications Specialist, World Health Organization, Former Health Communications Specialist – John Hopkins University in the Daily News & Analysis, and the American Cancer Society and USDA were articles shared by Mr. Francis.

Paul Williams, T-Mobile – Senior Manager of RF Engineering, informed that wireless coverage is a purpose of the proposed cell tower site. Mr. Williams presented slides showing the coverage, volume of E911 calls in a thirty day timeframe and a drive test map. The amount of data being carried on cell towers are increasing by about 25 to 30% a year. Mr. Williams informed that there are engineering guidelines within T-Mobile that are used to determine when the capacity in an area needs to be upgraded. If the tower is not approved, T-Mobile will exceed the guidelines by the following year. Mr. Williams informed that the quality of service will begin to degrade by slower internet speeds, no internet access during busy hours, possible poor voice quality, and dropped and failed calls.

Commissioner O'Malley asked Mr. Williams if the tower will be capable of handling other carriers.

Mr. Williams informed that T-Mobile will not own the tower, however, they will be the primary carrier.

Mr. Francis informed that the tower has the capacity to accommodate four carriers. T-Mobile will occupy the 100ft rad. Co-location opportunity will be above T-Mobile with two additional carriers below.

Commissioner O'Malley asked the cell tower owner about the masking resembling branches.

Scott Buhuniak, Skyway Towers LLC, informed that there are two levels of stealth that will be performed on the tower. The branches are a composite of faux pine needle branches. The bottom portion that is not branched has composite plastic texture that adhesive to the side to resemble natural bark.

Commissioner O'Malley asked if in five years when all the color has faded, will Skyway Towers LLC replace the material.

Mr. Buhuniak informed that fifty to seventy towers are built a year throughout the south by Skyway Towers LLC.

Commissioner O'Malley asked if the towers have been in service for about eighteen months.

Mr. Buhuniak informed that Skyway Tower LLC has been building the towers for about twelve years. Maintenance of the tower is the responsibility of Skyway Tower LLC.

Commissioner Brightwell asked if the HOA was present.

Susan Soto, 3207 Southern Hills Drive – HOA president, informed that her street enters Turtle Creek Drive where the site for the tower is located. Several years ago Skyway Towers LLC approached the HOA, which Ms. Soto was not the current president. Ms. Soto informed that the original paper ballots for the cell tower were provided to Ms. Soto from the previous president. All five hundred property owners mailed the paper ballots. In March of 2015, the HOA met with Skyway Towers LLC about the proposal. Ms. Soto informed that enough ballots were received to meet the deed restriction requirements and the By-Law requirements to pass the proposal of the tower with a seventy-seven percent passage rate. Ms. Soto informed that the current HOA board supports the cell tower.

Motion: To close the public hearing

Made By: Commissioner O'Malley

Second: Commissioner Rose

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

NAYS: None
ABSTENTIONS: None

The motion passed

Ms. Gomez asked the Commissioner to clarify the motion regarding the maintenance entity of the tower

Motion: The Planning and Zoning Commission forwards a positive recommendation to allow for the location and future maintenance of a telecommunication tower and associated equipment.

Made By: Commissioner O'Malley
Second: Commissioner Brightwell

AYES: Commissioner Haney, Commissioner Anand, Commissioner O'Malley, Commissioner Rose, Commissioner Pearson, Commissioner Brightwell

NAYS: None
ABSTENTIONS: None

The motion passed.



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: August 6, 2018

AGENDA ITEM SUBJECT: Turtle Creek Telecommunications Site – Specific Use Permit

AGENDA ITEM NUMBER: 7a1

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

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

Sonya Brown-Marshall, Planning and Zoning Commission Chair

A handwritten signature in black ink, appearing to read "Sonya", is written over a horizontal line.

Sonya Brown Marshall, Chair

PERMIT NUMBER: SUP1800001

PROPERTY ID: 5922-00-000-0030-907

LOCATION: The telecommunications site is proposed to be located within the Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.

RECOMMENDED ACTION:

The proposal complies with the provisions of the Comprehensive Plan and the policies contained in the Future Land Use Map. Such policies recommend development of the tract as Community Facilities. This proposed SUP would not result in a change to the Future Land Use Map.

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

SUMMARY:

T-Mobile working with Skyway Towers proposes to locate a 120-foot tall monopole, telecommunications tower with associated equipment within a neighborhood park maintained by the Quail Valley Thunderbird North homeowner's association.

The proposed telecommunications tower site would include an equipment platform at the base of the tower. An 8-foot tall fence would enclose the site.

Antennas are proposed to be mounted on the exterior of the tower. The tower would be clad to resemble the bark of a tree with branches containing leaves used to disguise the antenna. The bark cladding is proposed to extend roughly 60 feet high, from the base of the tower to the bottom of the lowest branches. The remainder of the tower from that point to the top would be painted a single color.

Skyway Towers has indicated that there are no towers of "roughly equal or greater height" than the one proposed within T-Mobile's stated search area. The proposed tower would be designed to allow for collocation. T-Mobile's equipment is proposed to be mounted at 100 feet in height. Collocation opportunities is shown to be designed for up to three service providers to collocate at heights of 85 feet; 110; and 120 feet, respectively.

Based upon a recent application T-Mobile owns three other site locations within the city; two newly constructed site one the property of Congregation Beth El on Raoul Wallenberg Lane and second on the Elkins High School campus on Knights Court. The third location is at Baines Middle School on Sienna Ranch Road. T-Mobile had been the owner of up to seven tower sites at one time in the city, most of which were located on the northern side of the City.

Telecommunication towers and antenna locations must be constructed in compliance with the Federal Communications Commission (FCC) rules which includes an environmental review.

GENERAL SITE INFORMATION:

A. Legal Description: The proposed telecommunications site is described as being a 0.06 acres of land, out of Reserve C, Thunderbird North, recorded under Volume 14, Page 16 Map Records of Fort Bend County, Texas, conveyed to Thunderbird North Community Association Inc., by deed recorded under Volume 684, Page 104 Official Public Records of Fort Bend County.

B. Size: 0.06 acres

C. Existing Land Use and Zoning Designation: Quail Valley Thunderbird North park / CF, community facilities

D. Surrounding Land Uses and Zoning Designations:

North: Christian Bible Church / PD, Planned Development District #102

South: Quail Valley Thunderbird North residential subdivision / R-2, single-family residential district

East: Roane Park / CF, community facilities

West: Quail Valley Thunderbird North residential subdivision / R-2, single-family residential district

E. Zoning History:

- | | |
|-------------|--|
| 10-19-1959: | Portion of subject site annexed by the City of Missouri City (Ordinance #53) |
| 10-24-1959: | Portion of subject site annexed by the City of Missouri City (Ordinance #54) |
| 01-19-1981: | Subject site zoned CF, Community Facilities (Ordinance O-81-01) |
-

ANALYSIS OF SUBJECT SITE:

A. Development Potential

T-Mobile working with Skyway Towers proposes to locate a 120-foot tall monopole, telecommunications tower with associated equipment within a neighborhood park maintained by the Quail Valley Thunderbird North homeowner's association.

The proposed telecommunications tower site would include an equipment platform at the base of the tower. An 8-foot tall fence would enclose the site.

Skyway Towers has indicated that there are no towers of "roughly equal or greater height" than the one proposed within T-Mobile's stated search area. The proposed tower would be designed to allow for collocation. T-Mobile's equipment is proposed to be mounted at 100 feet in height. Collocation opportunities would be located at 85 feet, 110 feet and 120 feet points.

Conformance with the Comprehensive Plan: The proposed zoning is in conformance with the following portions of the 2017 Comprehensive Plan:

- 2.4. Continue to provide opportunity for neighborhood-oriented businesses and services by focusing on the scale and potential

impact of such development near residences rather than simply restricting allowable uses.

5. Quality design and community appearance

Conformance with the Land Use Plan: The Future Land Use Map identifies the subject tract as Community Facilities Character. Community facilities character is the designation that includes major public and civic facilities...

Staff recommended: To approve an SUP to allow for the location of a new telecommunications site conditioned upon the recommendations included in this report.

Planning and Zoning Commission recommends: To approve as staff recommended.

B. Height and area requirements. Except as provided herein, the height and area regulations for a CF, community facilities district contained in Section 7.15, should apply to the subject site.

Section 15B.4.B.(3) provides that “towers shall not be constructed taller than necessary to accomplish the purpose of [the] applicant and this ordinance.”

T-Mobile working with Skyway Towers proposes to locate a 120-foot tall monopole, telecommunications tower with associated equipment within a neighborhood park maintained by the Quail Valley Thunderbird North homeowner’s association.

Skyway Towers has indicated that there are no towers of “roughly equal or greater height” than the one proposed within T-Mobile’s stated search area. The proposed tower would be designed to allow for collocation. T-Mobile’s equipment is proposed to be mounted at 100 feet in height. Collocation opportunities is shown to be designed for up to three service providers to collocate at heights of 85 feet; 110; and 120 feet, respectively.

Staff recommended: To approve the location of a 120 foot tall telecommunications tower.

Planning and Zoning Commission recommends: To approve as staff recommended.

C. Architectural design standards. Except as provided herein, the telecommunications tower and site should comply with the standards contained in Section 15B, towers.

Section 15B.4.A(2) provides that “all towers, antennae and supporting structures shall be concealed or disguised. The design of such towers, antennae and supporting structures shall make use of textures, colors, materials, landscaping, and screening so as to blend with its surroundings or otherwise reduce its obtrusiveness relative to its environment. Additional measures must be taken

with respect to the base of a freestanding tower to diminish public view of the same.

The proposed telecommunications tower site would include an equipment platform at the base of the tower. An 8-foot tall fence would enclose the site.

Antennas are proposed to be mounted on the exterior of the tower. The tower would be clad to resemble the bark of a tree with branches containing leaves used to disguise the antenna. The bark cladding is proposed to extend roughly 60 feet high, from the base of the tower to the bottom of the lowest branches. The remainder of the tower from that point to the top would be painted a color that will match the color of the mock bark.

Skyway has indicated that they will be responsible for the maintenance of the “mock bark and painting of the tower”.

Staff recommended: To approve the proposed tower design provided that the applicant provide the single color for the remainder of the tower.

Additionally, the tower site should be enclosed by a fence, 8-feet in height if such height is at least one foot taller than equipment it is required to screen.

Planning and Zoning recommends: To approve as staff recommended.

- D. Lighting.** Except as provided herein, lighting is required to comply with the regulations of the CF, community facilities district, contained in Section 7.15.

Section 15B.4.B.(1) provides that “no illumination shall be placed on an antennae or a tower unless required by the FCC, FAA or other state or federal agency of competent jurisdiction.”

- E. Sound.** Except as provided herein, sound is required to comply with the city’s sound ordinance.

Section 15B.4.B.(4) provides that “sounds emanating from the tower site related to its operation and maintenance shall not, to the extent technically possible, be audible at the boundary of adjacent property.”

- F. Parking regulations.** The requirements of Section 12, Parking regulations apply.

An existing parking lot for the park is located adjacent to the tower site.

The applicant has indicated that the site will be serviced by approximately 1 truck trip per month.

No changes are proposed or recommended to this parking area.

- G. Landscaping regulations.** Landscaping is not proposed for the location of this telecommunications site.

H. Sign regulations. The requirements of Section 13, sign regulations for CF, community facilities district should apply to the subject site.

Signage for the telecommunications site should be limited to only signage that might be required by the FCC or other governmental agency and a sign noting the site name, number and contact information to responsible entity.

I. Ingress and egress. All driveways and off-street parking areas, including locations, should comply with the Public Infrastructure Design Manual.

J. Utilities. All utilities shall comply with the Public Infrastructure Design Manual.

K. Platting. The telecommunications site is required to be platted.

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



DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division
 1522 Texas Parkway
 Missouri City, Texas 77489
 281-403-8600 (Office) ■ 281-208-5551 (Fax)
 www.missouricitytx.gov

APPLICATION FOR:

Check One:

- SPECIFIC USE PERMIT**
- SPECIFIC USE PERMIT AMENDMENT**
- PLANNED DEVELOPMENT DISTRICT**
- PLANNED DEVELOPMENT DISTRICT AMENDMENT**

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)
 FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

Date of Application:

1. Project Name:	TX-09606 Turtle Creek
2. Address/Location of Property:	1602 Turtle Creek Drive, Missouri City, TX 77459
3. Applicant's Name:	Skyway Towers, LLC - Attn: Justin Jones, Director of Operations
Mailing Address:	3637 Madaca Lane, Tampa, FL 33618
Phone No. :	(813) 960 - 6217
Email:	jjones@skywaytowers.com
4. Status of Applicant:	Owner <u>Agent</u> Attorney Trustee Corporation Relative <small>(If other than Owner, submit written authorization from Owner with application.)</small>
5. Property Owner:	Thunderbird North Community Association, Inc. c/o Marshall Management Group, Inc.
Mailing Address:	4800 Sugar Grove, Suite 140, Stafford, TX 77477
Phone No.:(713) 977-6644	
Email:	sdrayden@mmgihouston.com
6. Existing Zoning District:	CF
7. Total Acreage:	0.06 Acres (2,500 sq. ft.)
8. Proposed Development and Reasons for Application:	New 120' Wireless Communications Site
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.):	See Attached Metes and Bounds Description
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts):	R101906 - See attached Tax Receipt
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One):	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>(If yes, submit with application.)</small>
12. Does this application include an Architectural Design Review: (Circle One):	YES <input checked="" type="checkbox"/> NO <small>(If yes, see page 8, Exhibit C for materials required to be submitted.)</small>
FILING FEE: \$1,200.00	

Hand deliver completed application form with the filing fee and required information to:

**Development Services Department
 1522 Texas Parkway (FM 2234)
 Missouri City, TX 77489**

By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.

Skyway Towers, LLC

 Print Name of Applicant
 By: 
 Justin Jones, Director of Operations

 Signature of Applicant

SEE ATTACHED LEASE

 Print Name of Property Owner

SEE ATTACHED LEASE

 Signature of Property Owner, Agent or Attorney

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (“Agreement”), dated as of the latter of the signature dates below (the “Effective Date”), is entered into between Thunderbird North Community Association, Inc., a non-profit corporation, with a mailing address of PO Box 10, Missouri City, TX 77459 (hereinafter “**Landlord**”) and Skyway Towers, LLC, a Delaware limited liability company, with a mailing address of 20525 Amberfield Drive, Suite 102, Land O Lakes, FL 34638 (hereinafter “**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 3018 Cherry Hill Drive, Missouri City, TX 77549, in the County of Fort Bend, State of Texas, (collectively, the “**Property**”). Tenant desires to use a portion of the **Property** to develop a wireless cellular tower facility. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE

(a) Landlord grants to Tenant an option (the “**Option**”) to lease the Leased Premises, as defined below, on the Property, the dimensions of a trapezoid shape which are approximately 70’ X 45’ X 40’ X 54.1’ (2475 square feet), including all the air space above said Leased Premises, as described on attached Exhibit 1, together with a non-exclusive, unimpaired ingress/egress Easement, as defined below, for Tenant’s use to and from the nearest public right-of-way along the Property as described on the attached **Exhibit 1**. The Property owned by the Landlord is legally described on **Exhibit 2** attached hereto.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property and Leased Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property and Leased Premises, the environmental history, Landlord’s title to the Property and Leased Premises and feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property and Leased Premises, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ (the “**Option Fee**”) within thirty (30) business days of the Effective Date. The Option will be for an initial term of two (2) years commencing on the Effective Date (the “**Initial Option Term**”) and may be renewed by Tenant for an additional two (2) years upon written notification to Landlord and the payment of an additional _____ prior to the

3. TERM

(a) The initial term of this Agreement will be five (5) years (the “**Initial Term**”) commencing on the first day of the month following the date Tenant commences excavation for the construction of the tower foundation on the Property (the “**Commencement Date**”), unless otherwise terminated as provided in Paragraph 13 herein.

(b) Tenant shall have the right to renew this Agreement for ten (10) successive five (5) year periods (the “**Renewal Terms**”), on the same terms and conditions as set forth herein.

(c) This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the Agreement term or renewal.

(d) The Initial Term and any Renewal Terms shall collectively be referred to as the “**Term**”.

4. RENT

(a) Within fifteen (15) days after the Commencement Date, and on the first day of each month thereafter during the Term of this Agreement, Tenant covenants and promises to pay to Landlord as rent for the Leased Premises, _____ Dollars (\$ _____), yearly with said payment being paid in advance in monthly payments of _____ (\$ _____/month), plus applicable sales taxes (if any) (“**Rent**”).

As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

Tenant shall pay rent by automated clearing house, also known ACH, and Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

(b) Rent shall be increased on each five (5) year anniversary of the Commencement Date by an amount equal to _____ % of the rent from the previous term.

(c) Landlord and Tenant agree that within twelve (12) months of the Commencement Date of this Agreement, Tenant shall offer Landlord an immediate lump sum payment in exchange for a perpetual easement, subject to any title issues, the terms of which will then replace this Agreement as the operable document governing the terms between Landlord and Tenant. The decision whether to accept or reject such an offer will be solely within the absolute discretion of Landlord.

5. APPROVALS

(a) Landlord agrees that Tenant’s ability to use the Leased Premises is contingent upon the suitability of the Property for Tenant’s Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

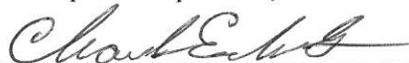
(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant’s choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results that the condition

(f) The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement, and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Thunderbird North Community Association,
Inc., a non-profit corporation,

By: 

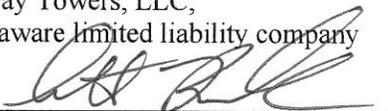
Print Name: Charles Eubanks

Its: President

Date: MAY 5, 2015

"TENANT"

Skyway Towers, LLC,
a Delaware limited liability company

By: 

Print Name: Scott M. Behuniak

Its: President / COO

Date: 5/7/2015

TOWER BASE:

LATITUDE: N29°-34'-30.60" (NAD 83)
 LONGITUDE: W95°-31'-30.73" (NAD 83)
 TOWER HEIGHT: 120' (AGL)

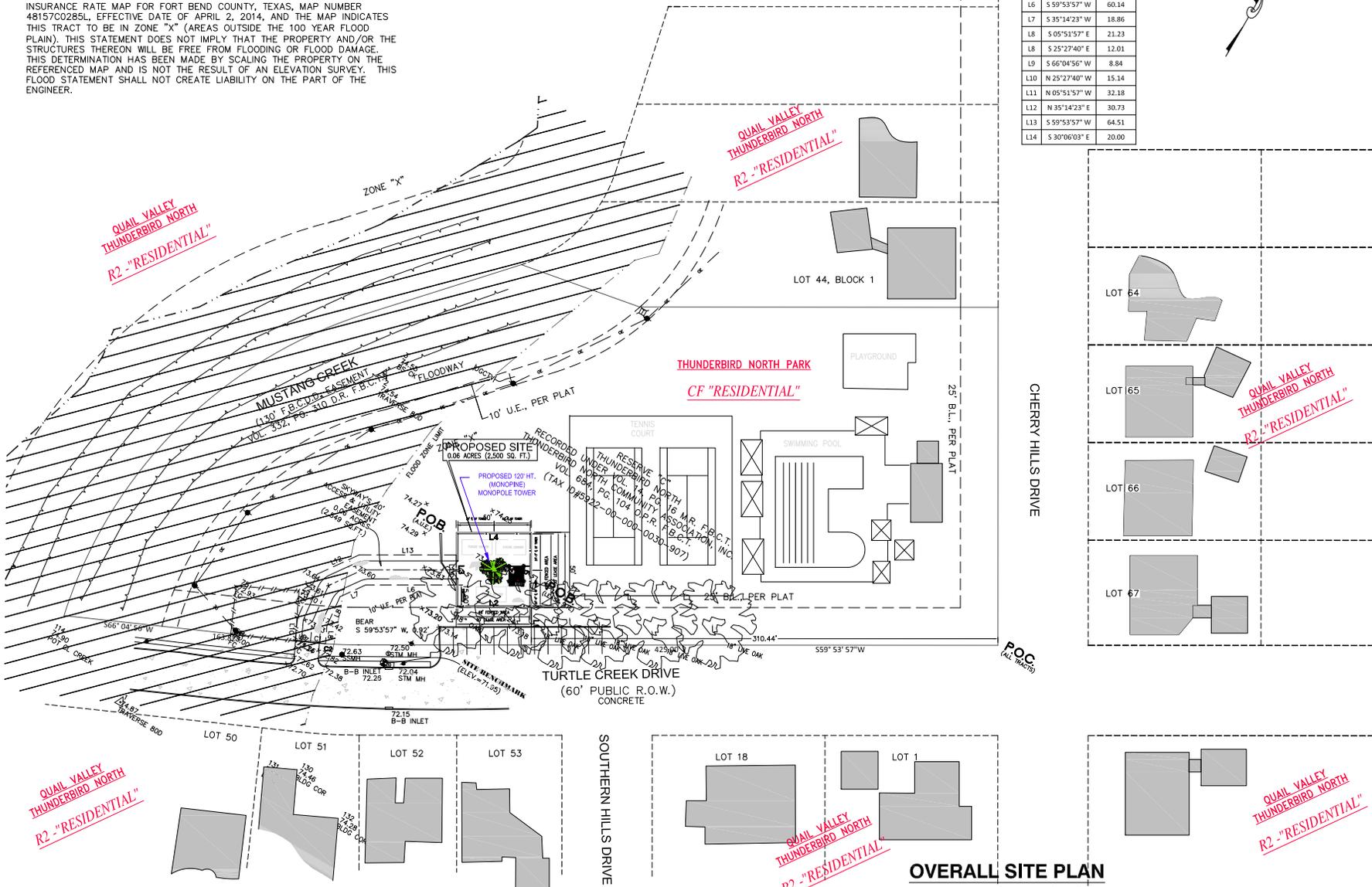
GROUND ELEVATION: 74.0' (AMSL - NAVD88) - 0' (AGL)

FLOOD INFORMATION:

I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER 48157C0285L, EFFECTIVE DATE OF APRIL 2, 2014, AND THE MAP INDICATES THIS TRACT TO BE IN ZONE "X" (AREAS OUTSIDE THE 100 YEAR FLOOD PLAIN). THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE ENGINEER.

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	11.16	314.81	2°01'53"	N 64°59'43"E	11.16
C2	33.58	314.81	6°06'42"	S 62°57'18"W	33.56

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 30°06'03" W	25.00
L2	S 59°53'57" W	50.00
L3	N 30°06'03" W	50.00
L4	N 59°53'57" E	50.00
L5	N 30°06'03" W	50.00
L6	S 59°53'57" W	60.14
L7	S 35°14'23" W	18.86
L8	S 05°51'57" E	21.23
L9	S 25°27'40" E	12.01
L10	S 66°04'56" W	8.84
L11	N 25°27'40" W	15.14
L12	N 05°51'57" W	32.18
L13	N 35°14'23" E	30.73
L14	S 59°53'57" W	64.51
L15	S 30°06'03" E	20.00



Abbold Engineering LLC
 10007 Plantation Mill Pl
 Missouri City, TX 77459
 Tel: 713-562-6100
 Fax: 210-899-0087

TX FIRM REGISTRATION NO. F-15913

Disclaimer:
 These Drawings and Specifications are copyrighted. They are and shall remain the property of Abbold Engineering LLC. They are not to be used on other projects or alterations to this project except by agreement in writing and with appropriate compensation to Abbold Engineering. Contractor is responsible for controlling and interpreting dimensions of job site. Abbold Engineering will not be responsible for construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the project.



Skyway Towers, LLC
 3637 Madaca Lane
 Tampa, FL 33618
 TEL: (813) 960-6200

REV/DATE	DESCRIPTION
1/06-13-18	FOR PERMIT & CONSTRUCTION

PRODUCT NAME
TURTLE CREEK TX-09606
 1602 TURTLE CREEK DRIVE
 MISSOURI CITY, TX 77459



SITE OWNER:
SKYWAY TOWERS, LLC

OWNER'S ADDRESS:
 3637 MADACA LANE
 TAMPA, FL 33618

SHEET NUMBER:
Z.1

SHEET TITLE:
OVERALL SITE PLAN

DRAWN BY: JSA CHECK BY: JSA

OVERALL SITE PLAN

SCALE: 1" = 30'-0"



Aboud Engineering LLC
 10007 Plantation Mill Pl
 Missouri City, TX 77459
 Tel: 713-662-9100
 Fax: 210-699-0087

TX FIRM REGISTRATION NO. F-15913

Disclaimer:
 These Drawings and Specifications are copyrighted. They are and shall remain the property of Aboud Engineering, LLC. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to Aboud Engineering. Contractor is responsible for confirming and coordinating dimensions of job site. Aboud Engineering will not be responsible for construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the project.



SKYWAY TOWERS

Skyway Towers, LLC
 3637 Madaca Lane
 Tampa, FL 33618
 TEL: (813) 960-6200

REV/DATE	DESCRIPTION
Δ 06-13-18	FOR PERMIT & CONSTRUCTION
Δ	
Δ	

TURTLE CREEK
 TX-09606

1602 TURTLE CREEK DRIVE
 MISSOURI CITY, TX 77459

PROJECT NAME



06/15/2018

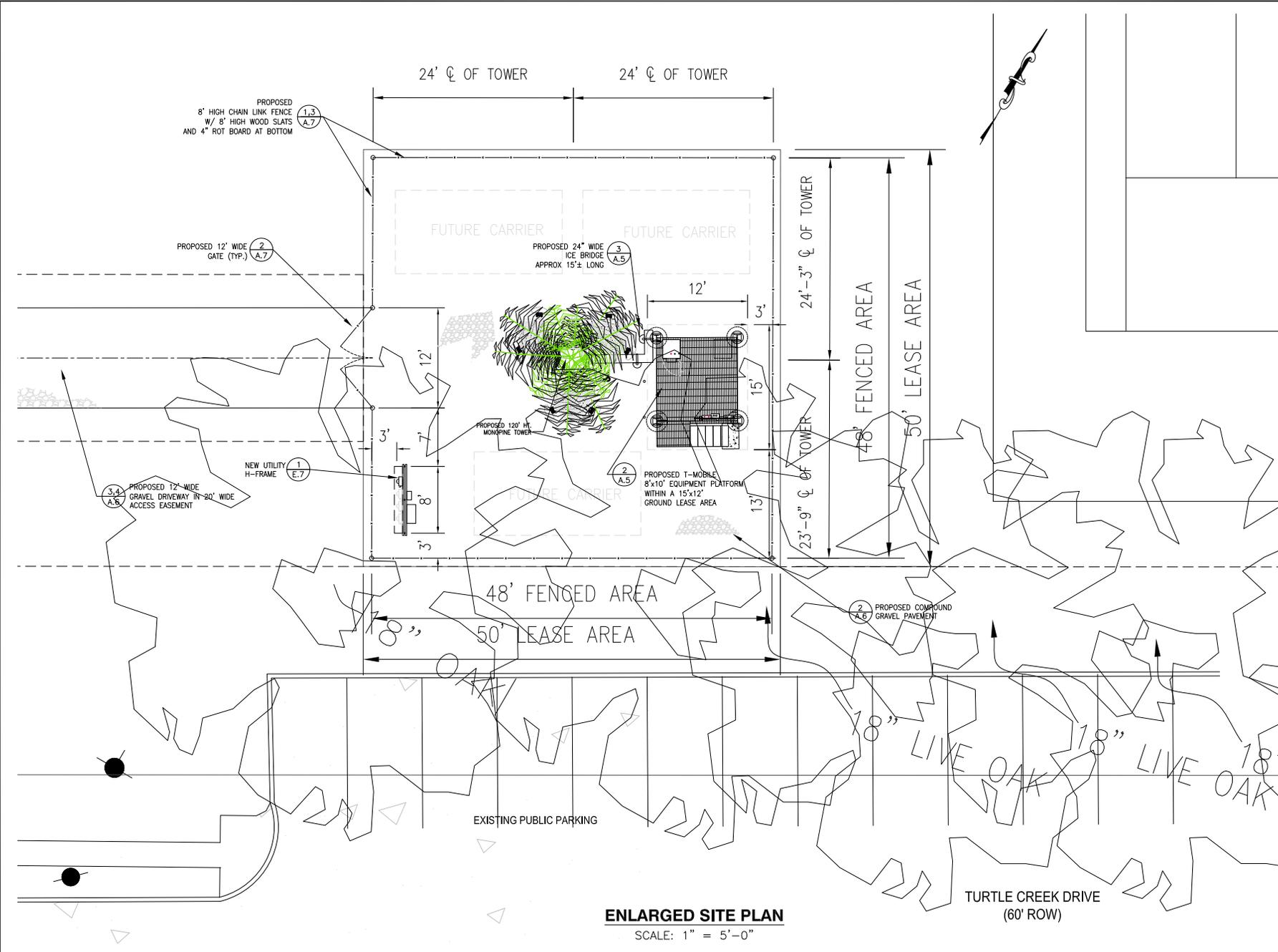
SITE OWNER:
SKYWAY TOWERS, LLC

OWNER'S ADDRESS:
 3637 MADACA LANE
 TAMPA, FL 33618

SHEET NUMBER:
Z.2

SHEET TITLE:
ENLARGED SITE PLAN

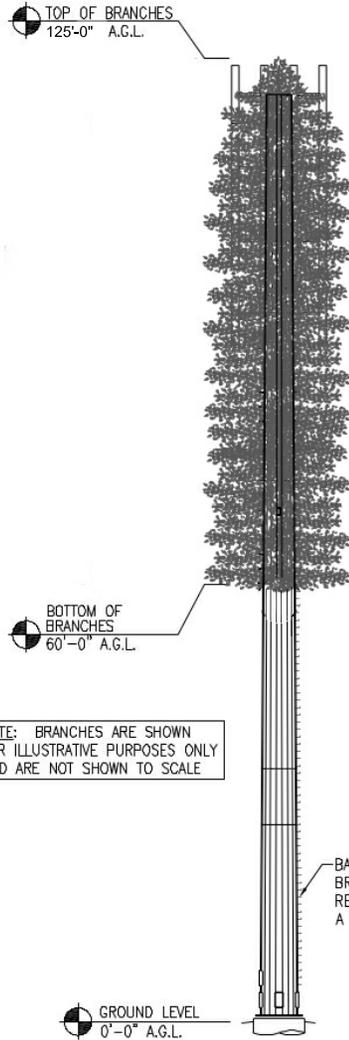
DRAWN BY: JSA CHECK BY: JSA



ENLARGED SITE PLAN

SCALE: 1" = 5'-0"

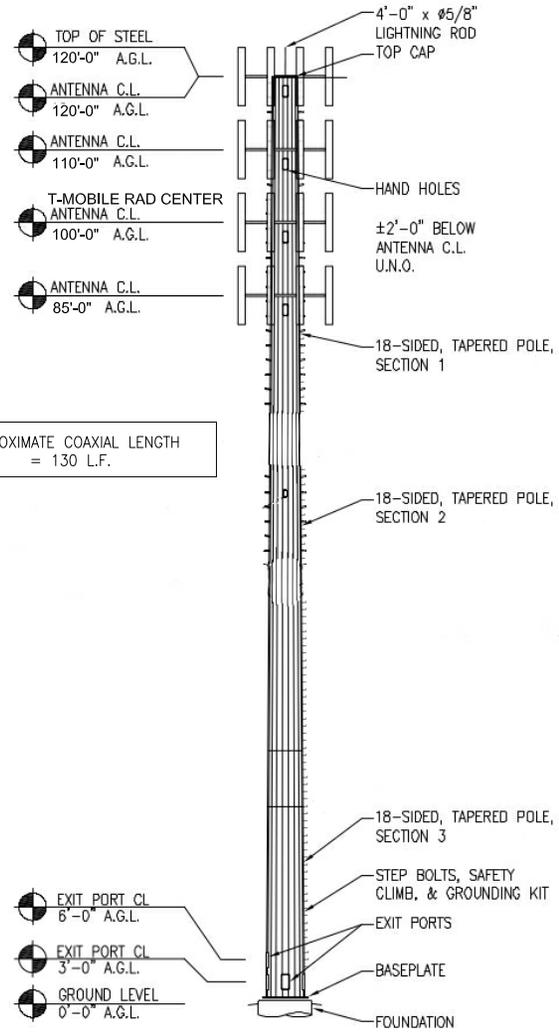
TURTLE CREEK DRIVE
 (60' ROW)



NOTE:
THESE DRAWINGS HAVE BEEN COMPLETED TO DEPICT THE OVERALL HEIGHT AND SHOULD NOT BE USED FOR CONSTRUCTION. THE TOWER DESIGN HAS BEEN PERFORMED BY OTHERS VERIFY TOWER TYPE AND HEIGHT PRIOR TO ORDERING

TOWER, ANTENNAS AND ANTENNA MOUNTS ARE DESIGNED TO WITHSTAND 115 MPH @3 SEC. GUST FACTOR FOR FORT BEND COUNTY, TX PER 2009 IBC AND EIA/TIA-222-G

APPROXIMATE COAXIAL LENGTH = 130 L.F.



TOWER ELEVATION
SCALE: N.T.S.



Abboud Engineering LLC
10007 Plantation Mill Pl
Missouri City, TX 77459
Tel: 713-562-6100
Fax: 210-899-0087

TX FIRM REGISTRATION NO. F-15913

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SKYWAY TOWERS

Skyway Towers, LLC
3637 Madaca Lane
Tampa, FL 33618
TEL : (813) 960-5200

REV/DATE	DESCRIPTION
△, 06-13-18	FOR PERMIT & CONSTRUCTION
△	
△	

PROJECT NAME:
**TURTLE CREEK
TX-09606
1602 TURTLE CREEK DRIVE
MISSOURI CITY, TX 77459**



06/15/2018

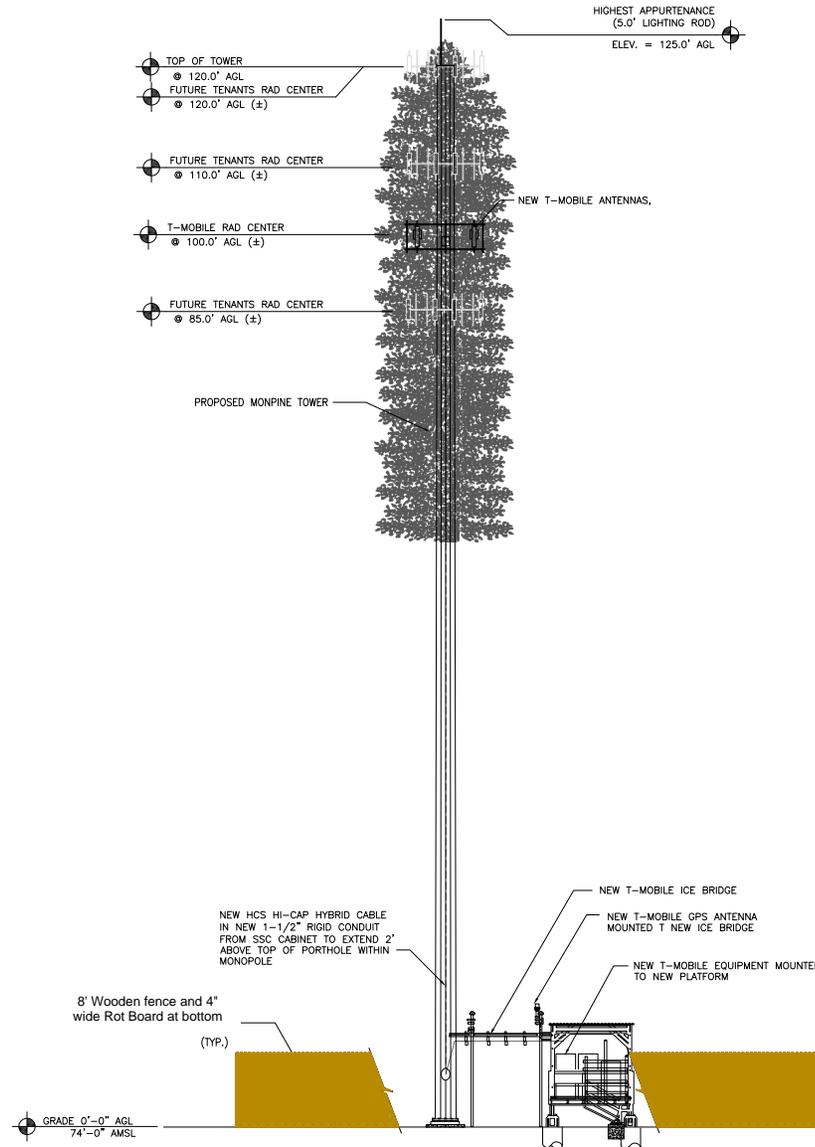
SITE OWNER:
SKYWAY TOWERS, LLC

OWNER'S ADDRESS:
3637 MADACA LANE
TAMPA, FL 33618

SHEET NUMBER:
Z.4

SHEET TITLE:
TOWER ELEVATION

DRAWN BY: JSA CHECK BY: JSA



SITE ELEVATION

SCALE: N.T.S.



Abbud Engineering LLC
 10007 Plantation Mill Pl
 Missouri City, TX 77459
 Tel: 713-562-6100
 Fax: 210-899-0087

TX FIRM REGISTRATION NO. F-15913

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SKYWAY TOWERS

Skyway Towers, LLC
 3637 Madaca Lane
 Tampa, FL 33618
 TEL : (813) 960-9200

REV/DATE	DESCRIPTION
△ 06-15-18	FOR PERMIT & CONSTRUCTION
△	
△	

TURTLE CREEK
TX-09606
1602 TURTLE CREEK DRIVE
MISSOURI CITY, TX 77459

PROJECT NAME:



06/15/2018

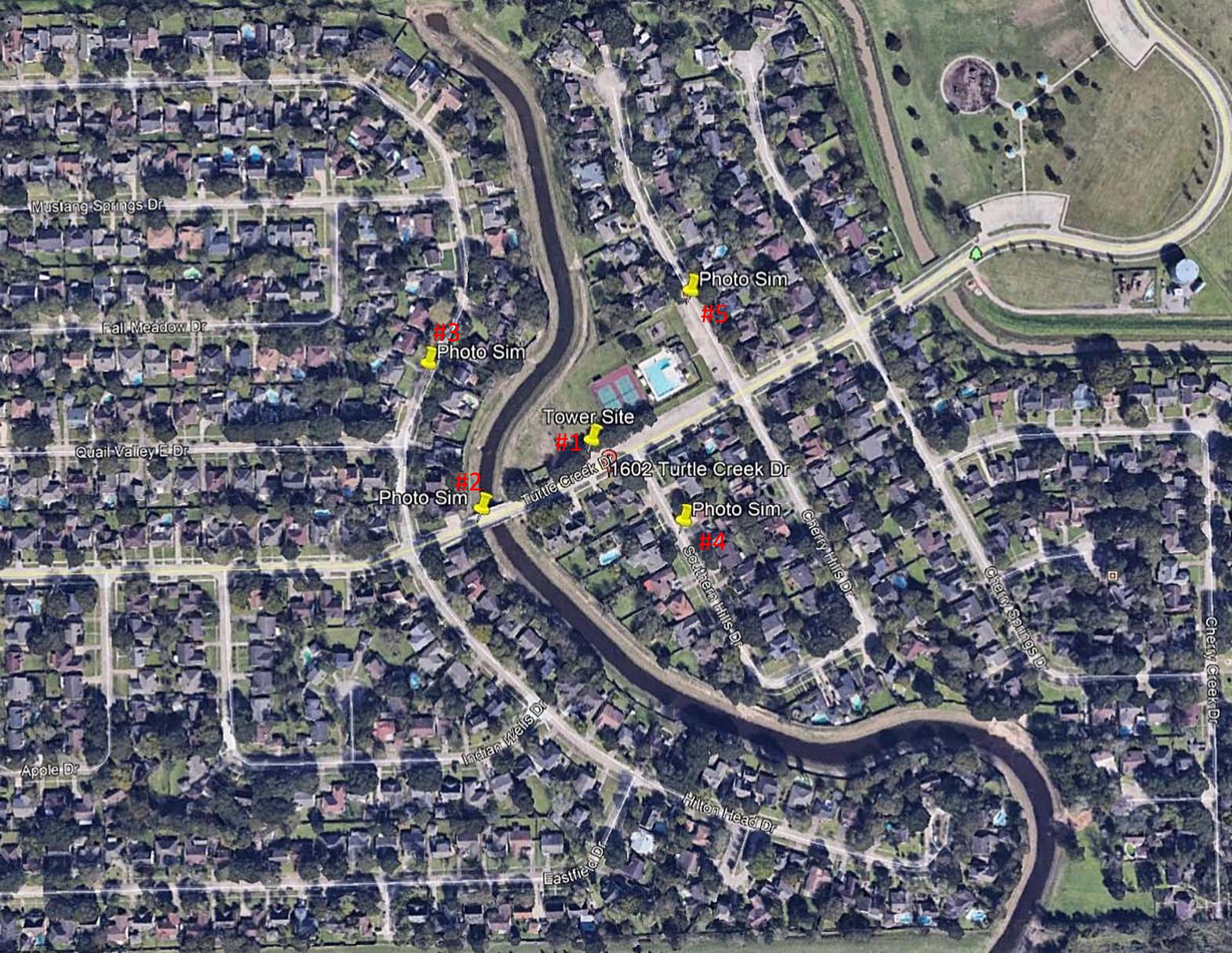
SITE OWNER:
SKYWAY TOWERS, LLC

OWNER'S ADDRESS:
 3637 MADACA LANE
 TAMPA, FL 33618

SHEET NUMBER:
Z.5

SHEET TITLE:
SITE ELEVATION

DRAWN BY: JSA CHECK BY: JSA



Mustang Springs Dr

Fall Meadow Dr

Quail Valley E Dr

Apple Dr

Indian Wells Dr

Eastfield Dr

Hilton Head Dr

Tower Site

Turtle Creek Dr

1602 Turtle Creek Dr

Southern Hills Dr

Cherry Hills Dr

Cherry Springs Dr

Cherry Creek Dr

#3
Photo Sim

#2
Photo Sim

#1

Photo Sim
#5

Photo Sim
#4

#1



#2



#3



#4



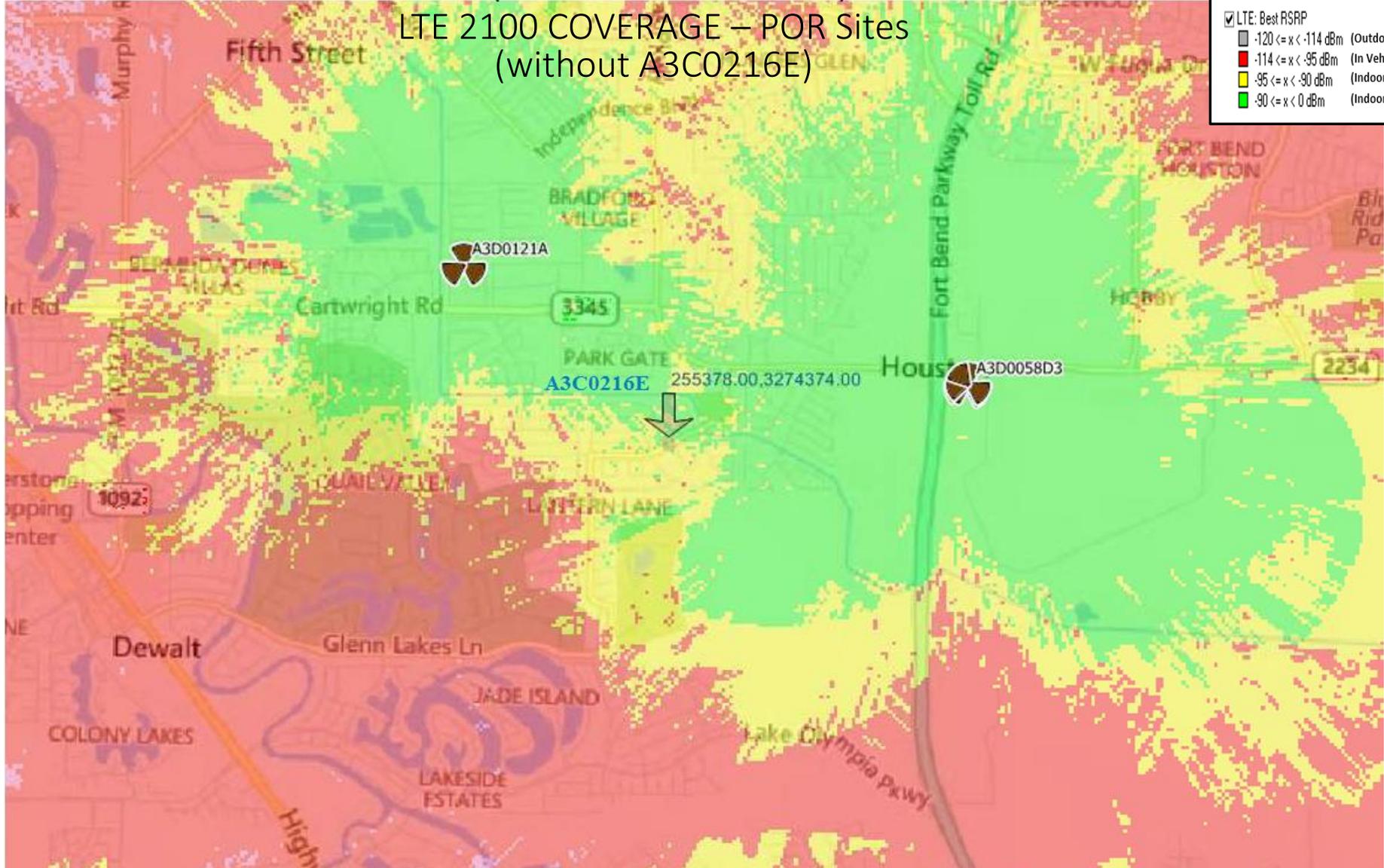
#5



LTE 2100 COVERAGE – POR Sites (without A3C0216E)

LTE: Best RSRP

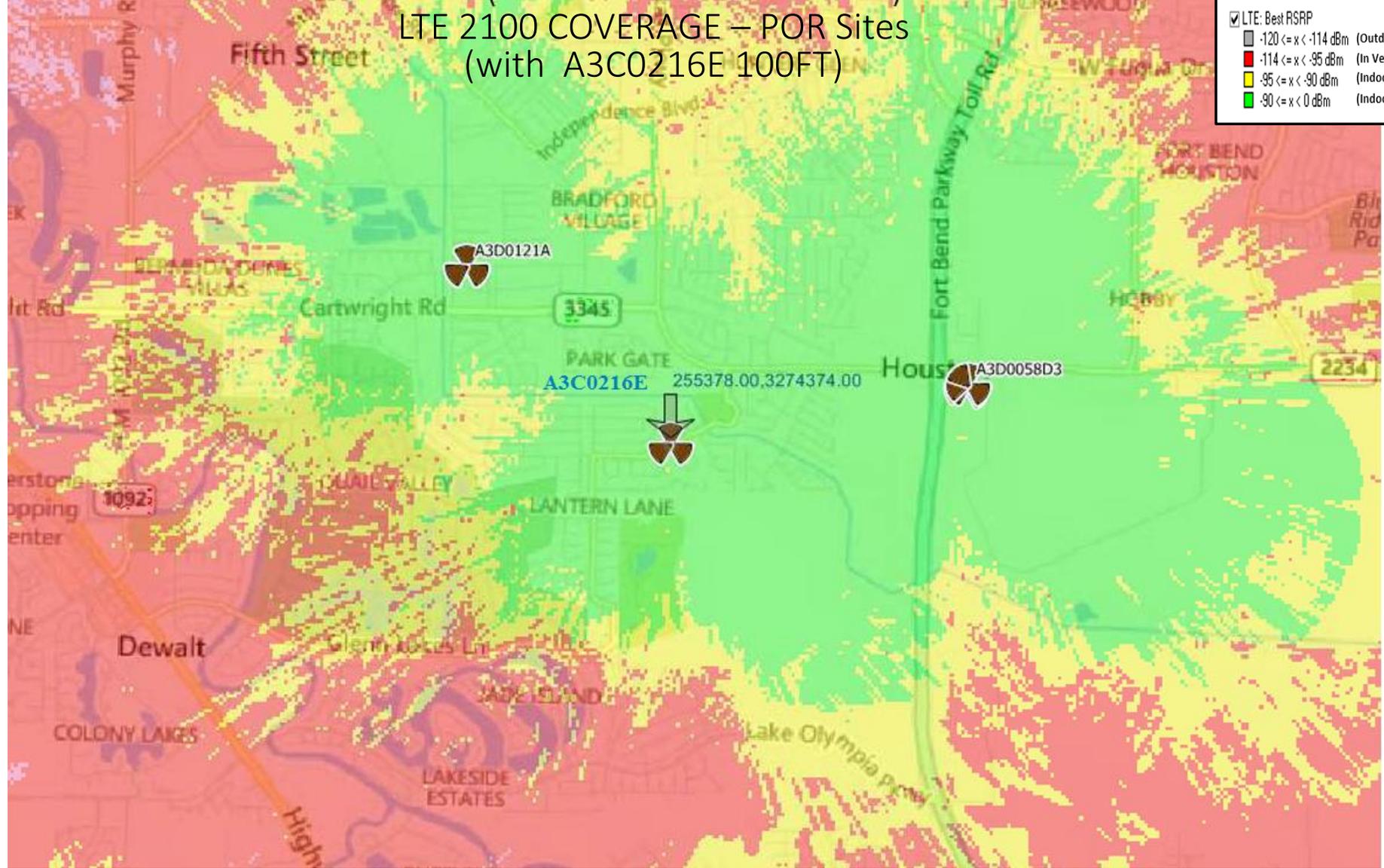
	-120 <= x < -114 dBm	(Outdoor Only)
	-114 <= x < -95 dBm	(In Vehicle)
	-95 <= x < -90 dBm	(Indoor Residential)
	-90 <= x < 0 dBm	(Indoor Urban)



LTE 2100 COVERAGE – POR Sites (with A3C0216E 100FT)

LTE: Best RSRP

█	-120 <= x < -114 dBm	(Outdoor Only)
█	-114 <= x < -95 dBm	(In Vehicle)
█	-95 <= x < -90 dBm	(Indoor Residential)
█	-90 <= x < 0 dBm	(Indoor Urban)

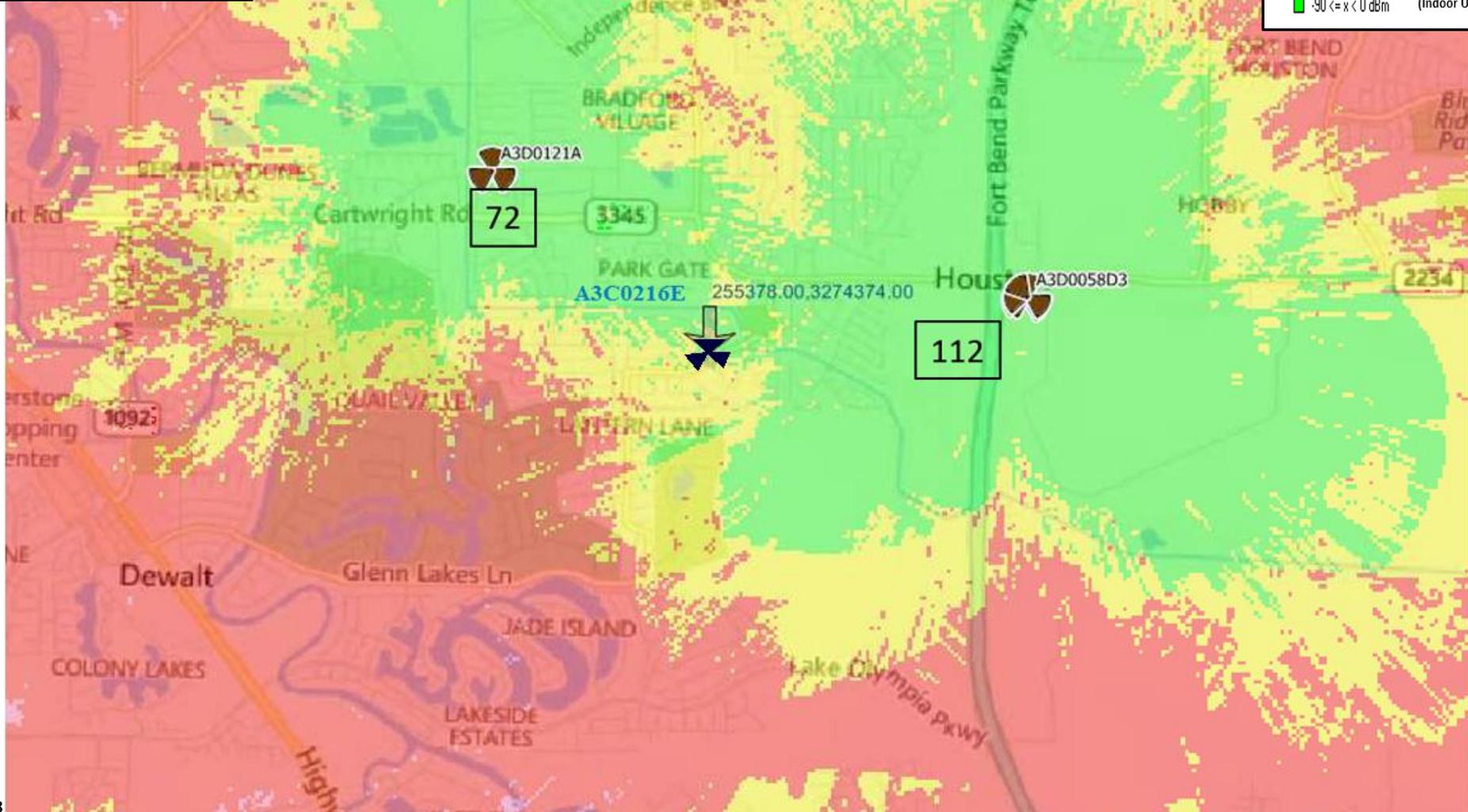


911 Call Volume Listed In Black
• 03/07/2018 to 04/05/2018

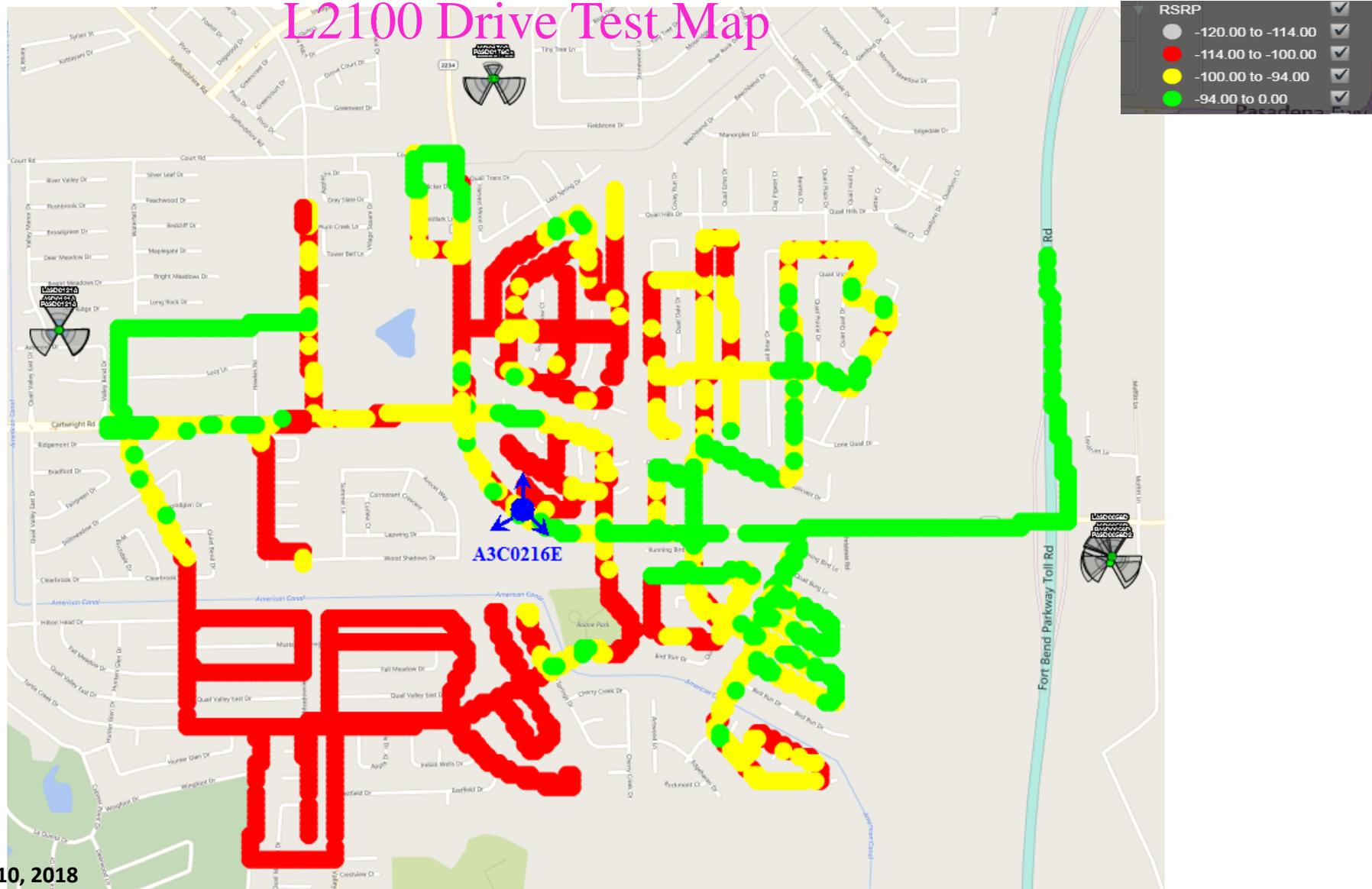
LTE 2100 COVERAGE – POR Sites (without A3C0308A)

LTE: Best RSRP

Grey	-120 <= x < -114 dBm	(Outdoor Only)
Red	-114 <= x < -95 dBm	(In Vehicle)
Yellow	-95 <= x < -90 dBm	(Indoor Residential)
Green	-90 <= x < 0 dBm	(Indoor Urban)



L2100 Drive Test Map



April 10, 2018



Christian Bible Church

Roane Park

Subject Site

Quail Valley Thunderbird North

Legend

-  SUPTurtle Creek
-  City Limits Line.lyr
-  2018 April FBCAD

1 inch = 300 feet

0 150 300 600 Feet

Fort Bend Independent

July 18, 2018

Page 5



City of Missouri City

NOTICE OF PUBLIC HEARING

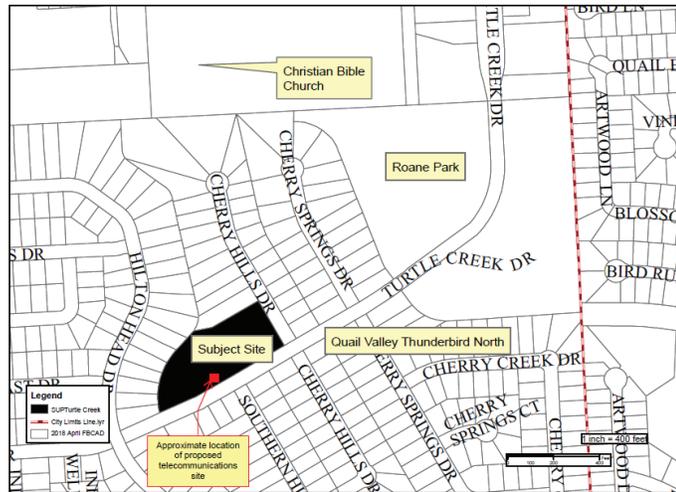
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, August 6, 2018, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Justin Jones, Skyway Towers LLC for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The telecommunications site is proposed to be located within the Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.

SITE LEGAL DESCRIPTION: The proposed telecommunications site is described as being a 0.06 acres of land, out of Reserve C, Thunderbird North, recorded under Volume 14, Page 16 Map Records of Fort Bend County, Texas, conveyed to Thunderbird North Community Association Inc., by deed recorded under Volume 684, Page 104 Official Public Records of Fort Bend County.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.





**NOTICE OF PUBLIC HEARING
TO ADJOINING PROPERTY OWNERS
WITHIN 200 FEET OF PROPERTY SUBJECT TO REZONING**

DATE OF NOTICE: June 29, 2018

LOCATION/DATE: The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, July 11, 2018, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Justin Jones, Skyway Towers LLC for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The telecommunications site is proposed to be located within the Quail Valley Thunderbird North subdivision, within a neighborhood park, north of the intersection of Turtle Creek Drive and Southern Hills Drive and west of Roane Park.

SITE LEGAL DESCRIPTION: The proposed telecommunications site is described as being a 0.06 acres of land, out of Reserve C, Thunderbird North, recorded under Volume 14, Page 16 Map Records of Fort Bend County, Texas, conveyed to Thunderbird North Community Association Inc., by deed recorded under Volume 684, Page 104 Official Public Records of Fort Bend County.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.

Thunderbird North Community
Association
C/O Spectrum Association Mgt 17319
San Pedro AVE, STE 318

Dzaloshinski Dan
1503 Hilton Head DR
MISSOURI CITY, TX 77459

Rice Phyllis
1718 HILTON HEAD DR
MISSOURI CITY, TX 77459

Lawrence Rosalind
1706 Hilton Head DR
MISSOURI CITY, TX 77459

VSE Enterprises LLC
28 Palm BLVD
MISSOURI CITY, TX 77459

Minnich Jeffrey
2927 Cherry Hills DR
MISSOURI CITY, TX 77459

Silverstein Bert
3007 Cherry Hills DR
MISSOURI CITY, TX 77459

Harris Olive etal
3019 Cherry Hills DR
MISSOURI CITY, TX 77459

WISUTTISMARN PREYANUCH
3018 CHERRY SPRINGS DR
MISSOURI CITY, TX 77459

Wabara Christian A & Phoebe N
3006 Cherry Spring DR
MISSOURI CITY, TX 77459

Venturi Ruben A & Graciela R
1738 HILTON HEAD DR
MISSOURI CITY, TX 77459

Shortridge Mahalia
1726 Hilton Head DR
MISSOURI CITY, TX 77459

MOSLEY BRENDA J H & REGINALD C
1714 HILTON HEAD DR
MISSOURI CITY, TX 77459

ARP 2014-1 Borrower LLC
c/o American Homes 4 Rent PO Box
95997
Las Vegas, NV 89193-5997

Jandres Cesar O & Filiberta Gonzalez-
Gallegos
6100 Elm ST
Houston, TX 77081-3311

Missouri Bend LLC
PO Box 20791
MISSOURI CITY, TX 77459

Montoya Aracelly
3011 Cherry Hills DR
MISSOURI CITY, TX 77459

Dargin Christopher
3023 Cherry Hills DR
MISSOURI CITY, TX 77459

MADRIGAL DAMIAN & ELIZABETH P
3014 CHERRY SPRINGS DR
MISSOURI CITY, TX 77459

Troxell Randy & Celia
3002 Cherry Springs DR
MISSOURI CITY, TX 77459

BUTLER VELMA
1734 HILTON HEAD DR
MISSOURI CITY, TX 77459

West Leon
1722 Hilton Head DR
MISSOURI CITY, TX 77459

Rose Robert S & Vickie L
1710 HILTON HEAD DR
MISSOURI CITY, TX 77459

Montoya Allan
3010 Cherry Hills DR
MISSOURI CITY, TX 77459

VSE Enterprise LLC & Beverly Michaud
28 Palm BLVD
MISSOURI CITY, TX 77459

Griffey Sherrie
3003 Cherry Hills DR
MISSOURI CITY, TX 77459

Rassandkass LLC
3903 Hartsdale DR
Houston, TX 77063-6403

Benson Shirley
3403 Fowler CT
MISSOURI CITY, TX 77459

Henderson Ronnie
3010 Cherry Springs DR
MISSOURI CITY, TX 77459

West Carol
2918 CHERRY SPRINGS DR
MISSOURI CITY, TX 77459

Rodriguez Jorge
1723 Hilton Head DR
MISSOURI CITY, TX 77459

MASON MARK S & SUZANNE J
1803 QUAIL VALLEY EAST DR
MISSOURI CITY, TX 77459

Schepers-Cheng Real Estate LLC
3930 Palace SPGS
Sugar Land, TX 77479

Hargraves Bobbe
9220 Clarewood DR APT 1095
Houston, TX 77036-3548

Iocco Georgia
1603 Turtle Creek DR
MISSOURI CITY, TX 77459-3473

Dancy Dwain D & Sherry
3111 Cherry Hills DR
MISSOURI CITY, TX 77459-3413

White Gordon
PO Box 1004
MISSOURI CITY, TX 77459

Daniel Leon
3106 Cherry Hills DR
MISSOURI CITY, TX 77459

Durham Patricia
3107 Southern Hills DR
MISSOURI CITY, TX 77459

C L Hunter LLC
3002 Golden Hills LN
MISSOURI CITY, TX 77459

Schreck Donald
1802 TURTLE CREEK DR
MISSOURI CITY, TX 77459

Clay Karen
1634 Hilton Head DR
MISSOURI CITY, TX 77459

Morgan Rosetta
1611 TURTLE CREEK DR
MISSOURI CITY, TX 77459-3473

NEUMANN SHIELA
3110 SOUTHERN HILLS DR
MISSOURI CITY, TX 77459-3464

DIOMBALA SHEILA
3107 CHERRY HILLS DR
MISSOURI CITY, TX 77459-3413

La Barrie Jerry
3106 Cherry Springs DR
MISSOURI CITY, TX 77459

Spinner Fatima
3110 Cherry Hills DR
MISSOURI CITY, TX 77459

Daviss Maria
3103 Southern Hills DR
MISSOURI CITY, TX 77459

James Neicole W & Damon C
1802 Quail Valley East DR
MISSOURI CITY, TX 77459

Jackson Hazel
1626 Hilton Head DR
MISSOURI CITY, TX 77459

Gage Jason
13926 Barryknoll LN
Houston, TX 77079-3311

Hamilton Barry
1607 Turtle Creek DR
MISSOURI CITY, TX 77459-3473

Arocha Jose E & Argelia E
3114 Southern Hills DR
MISSOURI CITY, TX 77459-3464

Parker Vera
3103 Cherry Hills DR
MISSOURI CITY, TX 77459-3413

Allen Hank
4022 Waterford LN
MISSOURI CITY, TX 77459

Cisneros Fausto & Mercedes
3111 Southern Hills
MISSOURI CITY, TX 77459

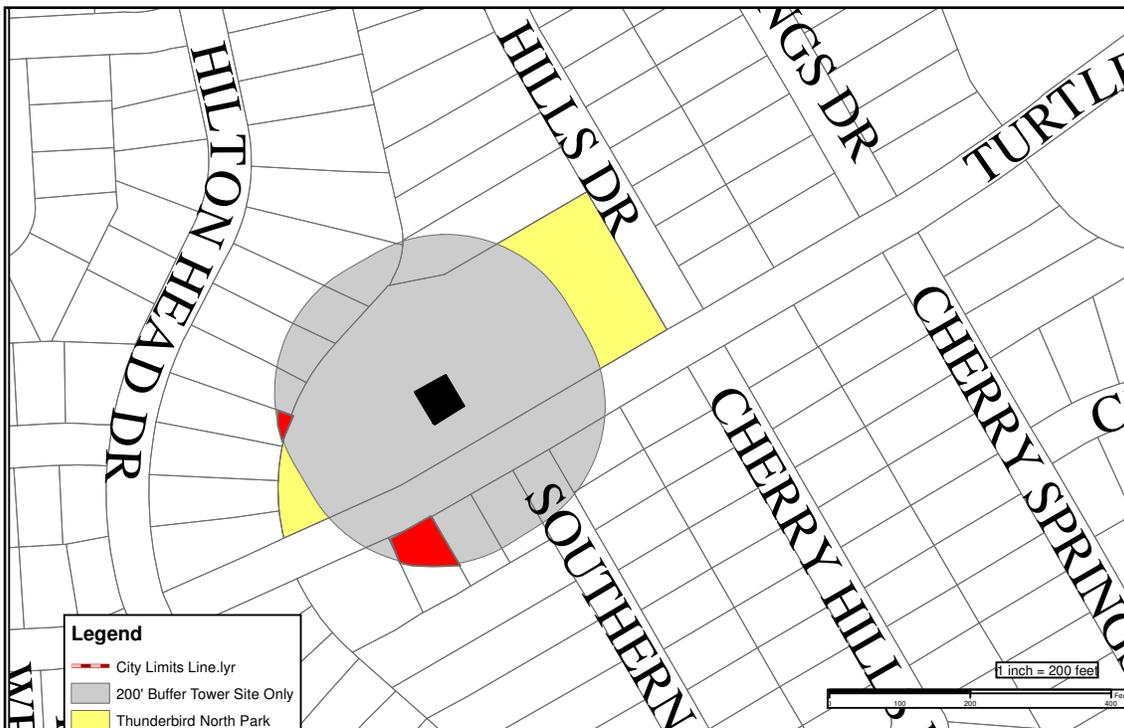
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: Skyway Tower Turtle Creek - SUP
City Council First Reading: August 6, 2018

Protest Letters Received

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
Rosetta Morgan	1611 Turtle Creek	4,301.28
Total Area Represented by Protest(s):		4,301.28
Total Land Area <i>Including</i> Subject Site:		168,784.67
Subject Site <i>Only</i> Land Area:		2,500.00
Total Land Area <i>Only Within 200 Feet</i> of Subject Site:		166,284.67
Protest(s) Percentage of Land Area Within 200 Feet:		3%

Note: A total of 1 letters of support and 3 letters of protest have been received for the application request as of August 2, 2018.





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 29, 2018

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, July 11, 2018
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Justin Jones, Skyway Towers LLC for a Specific Use Permit to allow for the location of a telecommunications tower and associated equipment, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

I/We protest this proposed rezoning because 'Health reasons' will bring down property value. Unwisely, too close to my home. Fear of endangerment, does not belong in any residential area.

I/We support this proposed rezoning because

Sincerely, Rose H Morgan Roseetta Morgan
Signature Print Name

1611 Turtle Creek Thunder Bird
Street Address Subdivision

Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-6551

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Print Name Signature City of Missouri City, TX
Received

JUL 03 2018

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 29, 2018

CITY OF MISSOURI CITY, TEXAS
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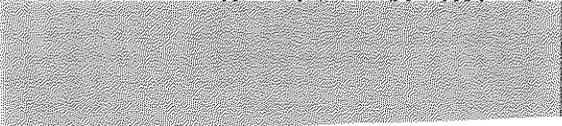
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This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

I/We protest this proposed rezoning because This is a neighborhood for families not a business community causing the value of the homes to go down.
I/We support this proposed rezoning because

Sincerely, Vera Parker VERA PARKER
Signature Print Name
3103 Cherry Hill Dr Little Creek
Street Address Subdivision



Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

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VERA PARKER Vera Parker
Print Name Signature

City of Missouri City, TX

Received

JUL 11 2018

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 29, 2018

CITY OF MISSOURI CITY, TEXAS
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This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

X I/We protest this proposed rezoning because it will demeciate the value of your house. And it will be to lose to children playing in the park nearby. safety issue!!!
I/We support this proposed rezoning because

Sincerely, [Signature] SCHEPERS-CHENS-KARINE
Signature Print Name

1630 HILTON HEAD DR
Street Address Subdivision
Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

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Print Name Signature Received
City of Missouri City, TX

JUL 12 2018

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 29, 2018

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

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This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

I/We protest this proposed rezoning because

I/We support this proposed rezoning because WE HAVE PLENTY ANTENNAS HERE

Sincerely,
Reginald C. Mosley REGINALD C. MOSLEY
Signature Print Name

1714 HILTON HEAD DR THUNDERBIB NORTH
Street Address Subdivision

Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

REGINALD C. MOSLEY Reginald C. Mosley
Print Name Signature

City of Missouri City, TX
Received

JUL 17 2018

Planning Division



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 7(a)(2) Brazos Lakes Mixed Use Project - PD, Planned Development District
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the first of two readings of an ordinance to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Have quality development through buildout

BACKGROUND

Brazos Lakes is a proposed mixed-use residential and commercial development to be constructed in two Phases broken down as follows.

Phase I would be comprised of the residential components, consisting of two, 5-story condominium buildings and 3-story single family attached townhomes. These components would be located to the rear of the site on the western most end. The condominium buildings would be age restricted and provide a total of 168 dwelling units (Building A – 80 units and Building B – 88 units). The condominium buildings would include a parking structure that would be partially underground and covered. Along the Highway 6 frontage, a multi-purpose clubhouse and large meeting room would be provided as amenities for residents. The attached townhomes would provide 42 single family dwelling units, each having a 2-car garage.

Phase II would include 219,000 square feet of commercial, office and restaurant space. These uses would be distributed throughout the development in 2-story buildings. An open, multi-purpose plaza is a proposed feature in addition to the development of spaces that overlook a lake with the provision indoor/outdoor seating and lounges. A 2-story parking structure is also proposed as part of this phase.

Generally, future development along the Highway 6 frontage would include several 2-story buildings and associated parking areas.

Staff recommended approval and the Planning and Zoning Commission forwards a positive recommendation with some modifications and clarifications to staff's recommendations including the following:

Garages:

Staff recommended: The development proposal includes the provision of covered parking but contains no garages. In the case of multifamily projects, City Council has stressed the importance of the provision

of garages. Thus, staff recommends that this development be required to provide some percentage of parking in garages. If the percentage applied to multifamily developments is applied to condominium units then 84 garages should be provided.

Planning and Zoning Commission recommends: To accept the applicant's parking proposal for partially covered and at grade parking spaces. The Commission provided that due to the uniqueness of the proposed development and its integration of uses, garages should not be required for the condominium uses.

Parking:

Staff recommended: Staff recommends that the applicant provide a study to consider a reduction in parking for the condominium units. Otherwise, the total number of parking spaces as required should be provided.

Planning and Zoning Commission recommends: Due to the integrated nature of the development, the site plan shows sufficient parking for the proposed uses. The Commission recommends accepting the amount of parking as shown for each use.

Development Schedule:

Staff recommended: Apply parameters similar to what has been established in PD, Planned Development District #96 to allow for a percentage of the residential development to be constructed alongside nonresidential development and to allow for the balance of residential development upon established performance standards for the nonresidential development.

Planning and Zoning Commission recommends: To approve as staff recommended provided that staff work with the applicant to establish what the appropriate threshold should be for each phase.

SUPPORTING MATERIALS

1. Ordinance
2. Draft Planning and Zoning Commission meeting minutes (July 11, 2018)
3. Planning and Zoning Commission final report
4. Application
5. Letter of owner authorization
6. Brazos Lakes Mixed Use Master Plan
7. Ortho map
8. Notice of public hearing to adjoining property owners
9. Mailing labels for adjoining property owners
10. Rezoning application protest letters analysis
11. Letters of protest

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

Director Approval: Otis T. Spriggs, AICP, Development Services Director

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

EXHIBIT A, PAGE 1 OF 2 PAGES

County: Fort Bend
Project: Brazos Lakes
M&B No: 18-042
CS Job No: 18049

METES AND BOUNDS DESCRIPTION OF 24.448 ACRES

Being a tract of land containing 24.506 acres, located in the David Bright League, Abstract 13, in Fort Bend County, Texas; Said 24.506 acre tract being all of a called 22.507 acre tract of land recorded in the name of Golden Power Capital, LLC, in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2016086714 and all of a called 2.0 acre tract of land recorded in the name of Ming & Shu Development, LLC, in F.B.C.C.F. No. 201006905; Said 24.506 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING, at a 3/4-inch iron pipe found at the easterly corner of said 2.0 acre tract and the northerly corner of Unrestricted Reserve "D" of Brazos Crossing, Sec 1, a subdivision of record in Plat No. 20090012 of the Fort Bend County Plat Records (F.B.C.P.R.), on the southwest Right-of-Way (R.O.W.) line of State Highway 6 (one hundred eighty feet wide);

THENCE, with the southeast lines of said 2.0 acre and said 22.507 acre tract and with the northwest lines of said Unrestricted Reserve "D" and Unrestricted Reserve "A" of said Brazos Crossing, Sec 1, the following three (3) courses:

1. South 50° 49' 03" West, a distance of 416.85 feet to a 3/4-inch iron pipe found at the southerly corner of said 2.0 acre tract;
2. North 39° 22' 27" West, a distance of 104.30 feet to a 5/8-inch capped iron rod found at an angle point;
3. South 50° 49' 03" West, a distance of 47.54 feet to a 5/8-inch capped iron rod found at the southerly corner of said 22.507 acre tract, the northwesterly corner of said Unrestricted Reserve "A", the northerly corner of a called 1.8279 acre tract of land recorded in the name of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) No. 46 and the most easterly south corner of a called 4.0259 acre tract of land recorded in the name of F.B.C.M.U.D. No. 46 in F.B.C.C.F. No. 2005084276;

THENCE, with the southwest lines of said 22.507 acre tract and the northeast lines of said 4.0259 acre tract, the following five (5) courses:

1. North 39° 10' 57" West, a distance of 217.68 feet to a 5/8-inch iron rod found at an angle point;

EXHIBIT A, PAGE 2 OF 2 PAGES

2. North 70° 12' 02" West, a distance of 581.65 feet to a 5/8-inch capped iron rod found at an angle point;
3. North 52° 18' 10" West, a distance of 272.83 feet to a 5/8-inch iron rod found at an angle point;
4. North 45° 47' 37" West, a distance of 467.83 feet to a 5/8-inch iron rod found at an angle point;
5. North 35° 40' 26" West, a distance of 24.56 feet to a 5/8-inch capped iron rod set for the westerly northwest corner of said 22.507 acre tract and the northerly northeast corner of said 4.0259 acre tract, on the southeast line of a called 11.5583 acre tract of land recorded in the name of F.B.C.M.U.D. No. 46 in F.B.C.C.F. No. 2005099347;

THENCE, North 52° 45' 01" East, with the northwest line of said 22.507 acre tracts and the southeast lines of said 11.5583 acre tract and Unrestricted Reserves "C1" and "E" of Midtown Market Reserves "C1", "D" and "E", a subdivision of record in Plat No. 20100124 of the F.B.C.P.R., at a distance of 639.64 feet pass a 5/8-inch iron rod found at the easterly corner of said Unrestricted Reserve "C1" and the southerly corner of said Unrestricted Reserve "E", continuing in all a distance of 879.26 feet to a 5/8-inch iron rod found at the northerly corner of said 22.507 acre tract and the easterly corner of said Unrestricted Reserve "E", on the southwest R.O.W. line of said State Highway 6;

THENCE, South 39° 10' 57" East, with the northeast lines of said 22.507 acre tract and said 2.0 acre tract, at a distance of 1,337.04 feet pass a 3/4-inch iron pipe found at the northerly corner of said 2.0 acre tract, continuing in all a distance of 1,545.74 feet to the **POINT OF BEGINNING** and containing 24.506 acres of land, **SAVE AND EXCEPT** a called 0.0574 acre tract of land recorded in the name of F.B.C.M.U.D. No. 46 in F.B.C.C.F. No. 2005084273, leaving a net acreage of 24.448 acres of land.

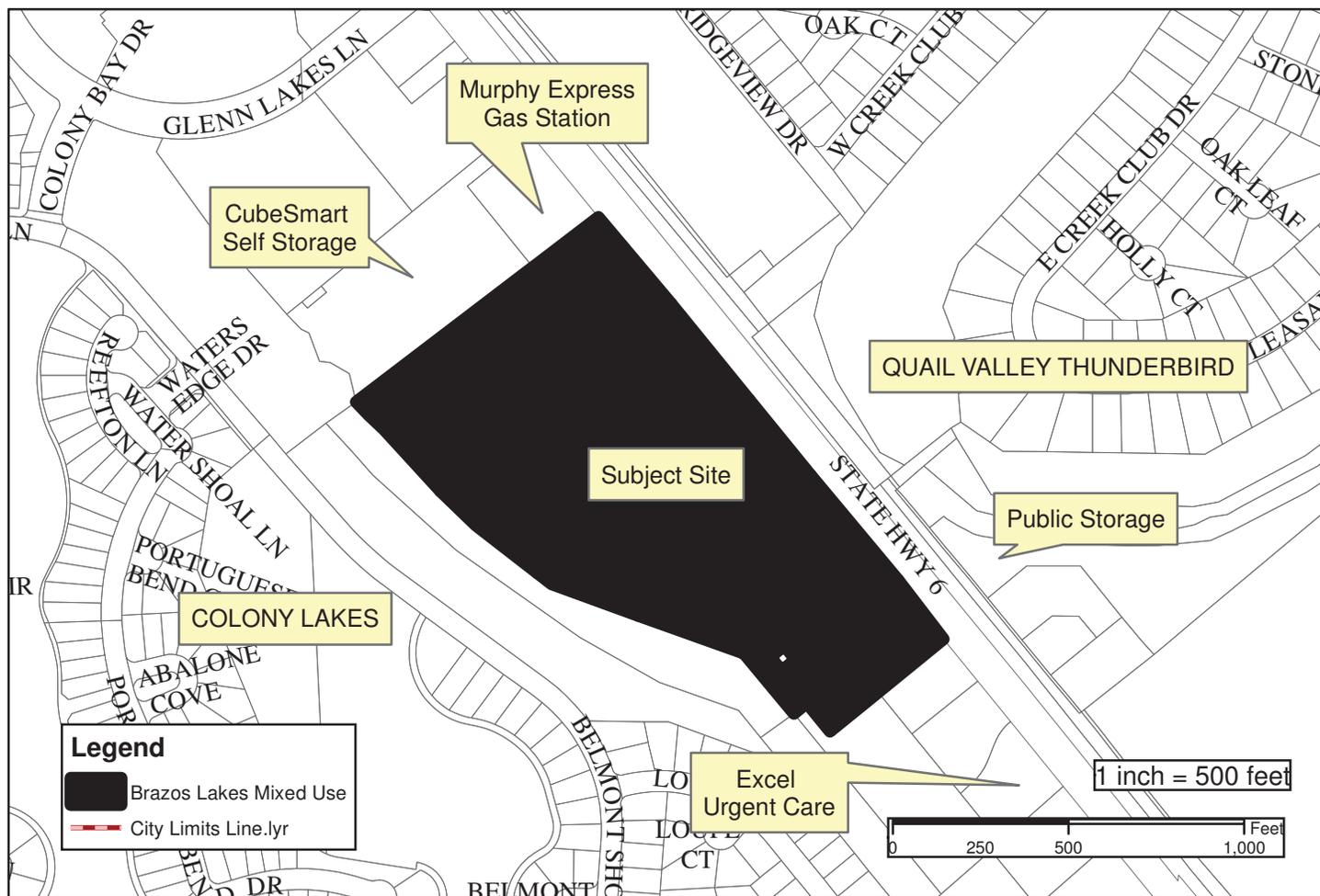
A Standard Land Survey of the herein described tract was prepared in conjunction with and accompanies this description.



Michael Hall, R.P.L.S.
Texas Registration Number 5765



CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
April 19, 2018



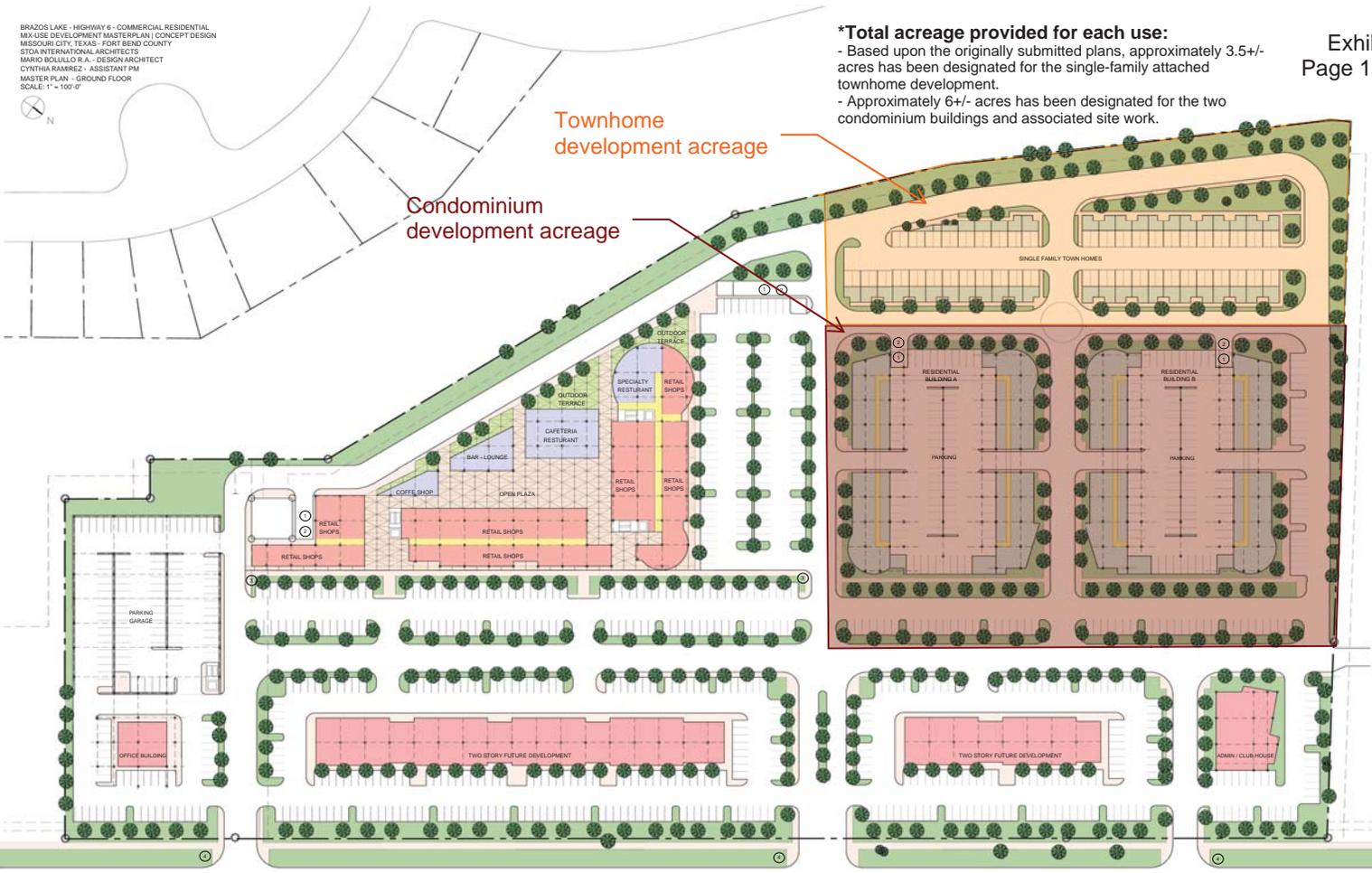
BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL MIX-USE DEVELOPMENT MASTERPLAN | CONCEPT DESIGN
 MISSOURI CITY, TEXAS - FORT BEND COUNTY
 STDA INTERNATIONAL ARCHITECTS
 MARIO BOLLUDO P.A. - DESIGN ARCHITECT
 CYNTHIA RAMIREZ - ASSISTANT PM
 MASTER PLAN - GROUND FLOOR
 SCALE: 1" = 100'



***Total acreage provided for each use:**
 - Based upon the originally submitted plans, approximately 3.5+/- acres has been designated for the single-family attached townhome development.
 - Approximately 6+/- acres has been designated for the two condominium buildings and associated site work.

Townhome development acreage

Condominium development acreage



- KEYNOTE LEGEND
- LOADING & SERVICES LOCATION
 - DUMPSTER LOCATION
 - SIGN LOCATION
 - MONUMENT SIGN LOCATION

HWY 6



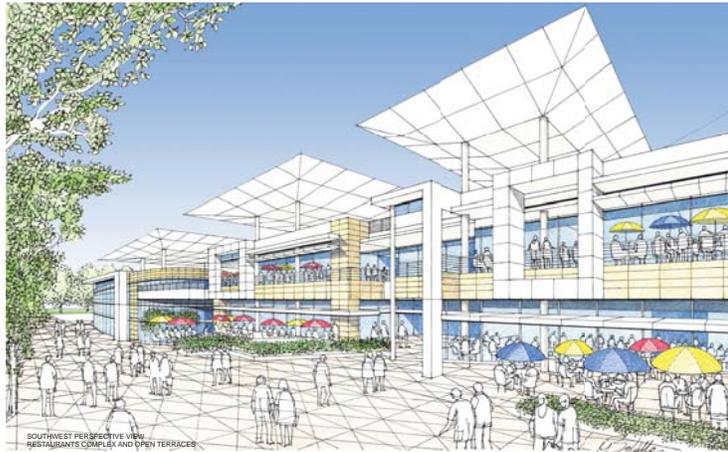


Exhibit D
13 pages
Landscape & Tree Preservation Plans

*These plans do not reflect additional green space (green belt) and open space added as recommended by the P&Z Commission on July 11, 2018 and as shown in Exhibit B, Site Plan. The greenbelt and open space as required by the city's zoning ordinance for Townhome residential and Condominium uses are required.

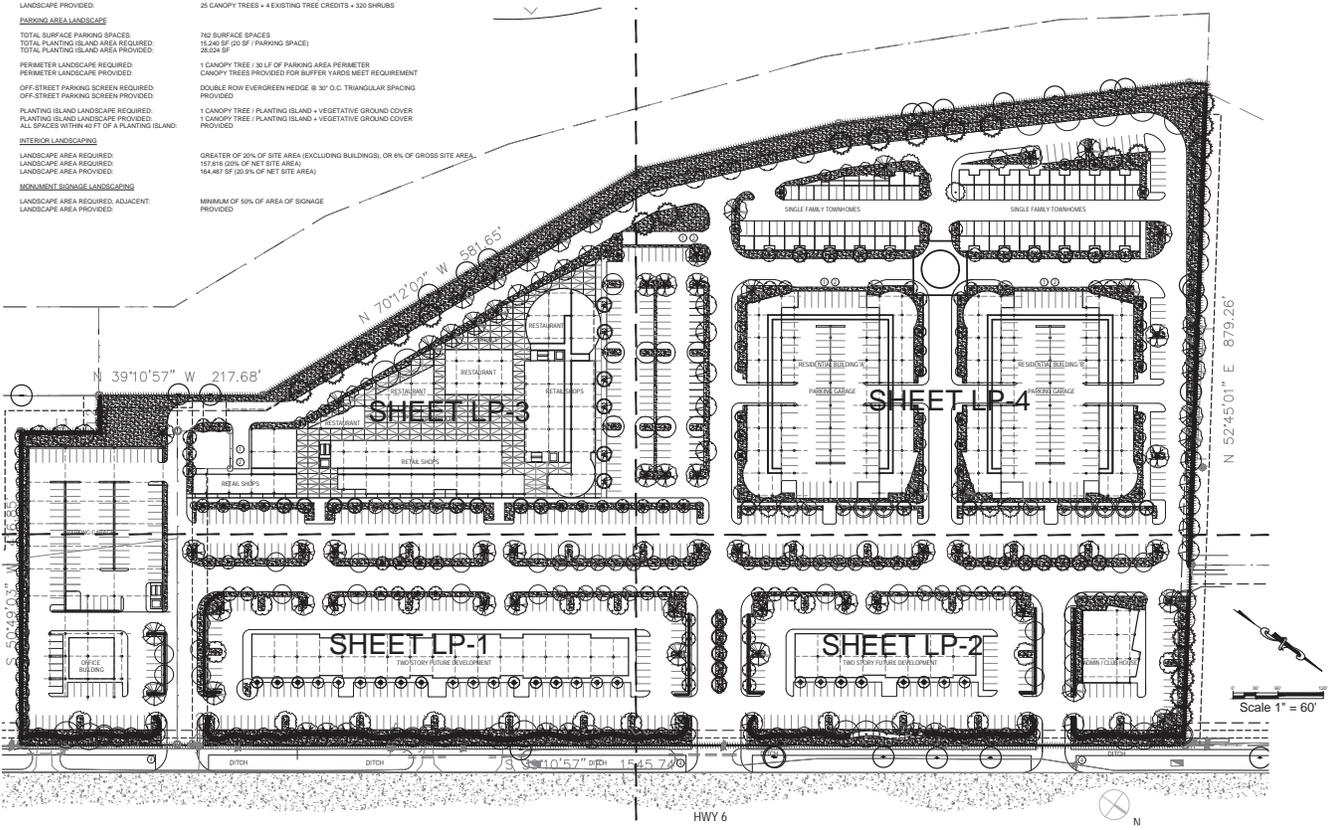
LANDSCAPE CALCULATIONS

TOTAL SITE AREA	1,087,502 SF / 24.51 AC
TOTAL AREA COVERED BY BUILDINGS	279,431 SF / 6.42 AC
NET SITE AREA	788,081 SF / 18.09 AC
TRANSITIONAL BUFFER YARDS & SCREENING	
HIGHWAY 6 BUFFER YARD (FRONT) - 1,546 LF TOTAL	TYPE B: 20 FT WIDTH
REQUIRED BUFFER YARD	1 CANOPY TREE / 30 LF OR 1 UNDERSTORY TREE (30 LF + CONT. SHRUBS @ 30" O.C.)
LANDSCAPE REQUIREMENTS:	17 CANOPY TREES (1546 x 0.33) + 52 UNDERSTORY TREES (1546 x 0.87) + CONT. SHRUBS @ 30" O.C.
LANDSCAPE PROVIDED:	17 CANOPY TREES + 52 UNDERSTORY TREES + 1,202 SHRUBS
EAST BUFFER YARD (LEFT SIDE) - 464 LF TOTAL	TYPE B: 10 FT WIDTH
REQUIRED BUFFER YARD	1 UNDERSTORY TREE / 20 LF + CONT. SHRUBS @ 30" O.C.
LANDSCAPE REQUIREMENTS:	23 UNDERSTORY TREES + CONT. SHRUBS @ 30" O.C.
LANDSCAPE PROVIDED:	23 UNDERSTORY TREES + 181 SHRUBS
SOUTH BUFFER YARD (REAR) - 1,869 LF TOTAL	TYPE A' BUFFER PROVIDED ON ADJACENT PARCEL
NO ADDITIONAL BUFFER / SCREENING REQUIRED	
WEST BUFFER YARD (RIGHT SIDE) - 879 LF TOTAL	TYPE B: 10 FT WIDTH
REQUIRED BUFFER YARD	1 CANOPY TREE / 30 LF + CONT. SHRUBS @ 30" O.C.
LANDSCAPE REQUIREMENTS:	24 CANOPY TREES + CONT. SHRUBS @ 30" O.C.
LANDSCAPE PROVIDED:	25 CANOPY TREES + 4 EXISTING TREE CREDITS + 300 SHRUBS
PARKING AREA LANDSCAPE	
TOTAL SURFACE PARKING SPACES	70 SURFACE SPACES
TOTAL PLANTING ISLAND AREA REQUIRED:	18,240 SF (20 SF / PARKING SPACE)
TOTAL PLANTING ISLAND AREA PROVIDED:	26,234 SF
PERIMETER LANDSCAPE REQUIRED:	1 CANOPY TREE / 30 LF OF PARKING AREA PERIMETER
PERIMETER LANDSCAPE PROVIDED:	CANOPY TREES PROVIDED FOR BUFFER YARDS MEET REQUIREMENT
OFF-STREET PARKING SCREEN REQUIRED:	DOUBLE ROW EVERGREEN HEDGE @ 30" O.C. TRIANGULAR SPACING
OFF-STREET PARKING SCREEN PROVIDED:	PROVIDED
PLANTING ISLAND LANDSCAPE REQUIRED:	1 CANOPY TREE / PLANTING ISLAND + VEGETATIVE GROUND COVER
PLANTING ISLAND LANDSCAPE PROVIDED:	1 CANOPY TREE / PLANTING ISLAND + VEGETATIVE GROUND COVER
ALL SPACES WITHIN 40 FT OF A PLANTING ISLAND:	PROVIDED
INTERIOR LANDSCAPING	
LANDSCAPE AREA REQUIRED:	GREATER OF 20% OF SITE AREA (EXCLUDING BUILDINGS), OR 6% OF GROSS SITE AREA
LANDSCAPE AREA PROVIDED:	157,819 SQ.FT. NET SITE AREA
LANDSCAPE AREA PROVIDED:	164,487 SF (20.5% OF NET SITE AREA)
MONUMENT SIGNAGE LANDSCAPING	
LANDSCAPE AREA REQUIRED, ADJACENT	MINIMUM OF 50% OF AREA OF SIGNAGE
LANDSCAPE AREA PROVIDED:	PROVIDED

SEE SHEET LP-5 FOR
PLANT SCHEDULE



6/18/18



NOTE: IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND THE MISSOURI CITY, TEXAS DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

MISSOURI CITY
FORT BEND COUNTY, TEXAS

**BRAZOS LAKES
MASTER PLAN**

**OVERALL PLANTING
KEY PLAN**

LJA Engineering Inc.

2102 Westmark Drive Phone: 713.853.0000
Suite 400 Fax: 713.853.2000
Houston, Texas 77042-3703 794-F-1388

LJA PROJECT NO.: XXXX-XXXX-XXX

SUBMITTED: DESIGNED BY: [Signature]
SCALE: 1"=60' DRAWN BY: [Signature]
DATE: June 2018 SHEET NO. X OF X SHEETS
CHECKED BY: CITY DWG NO.: LP-0
F B NO.

CITY OF MISSOURI CITY, TX - XXXX-XXXX

④ - MONUMENT SIGN LOCATIONS

SEE SHEET LP-0 FOR
LANDSCAPE CALCULATIONS

SEE SHEET LP-5 FOR
PLANT SCHEDULE

Scale 1" = 30'



6/18/18

N 39°10'57" W 217.68'

N 70°12'02" W 581.65'

MATCHLINE - SEE SHEET LP-4

NOTE:
IN CASE OF CONFLICT BETWEEN DETAILS
SHOWN ON THIS SHEET AND THE MISSOURI
CITY, TEXAS DESIGN STANDARDS, THE MORE
STRINGENT SHALL APPLY.

DATE	REVISION	BY

MISSOURI CITY
FORT BEND COUNTY, TEXAS

BRAZOS LAKES
MASTER PLAN

PLANTING PLAN

LJA Engineering Inc.
3102 Westpark Drive
Suite 400
Houston, Texas 77042-3703
Phone: 713.853.5000
Fax: 713.853.5000
Toll Free: 1-800-393-7888

LJA PROJECT NO.: 33000-33000-3300

SUBMITTED BY: [Signature]
SCALE: 1"=30'
DATE: June 2018
DRAWN BY: [Signature]
CHECKED BY: [Signature]
CITY DWG NO.: LP-3
F & NO.

PROJECT NO.: 33000-33000-3300
SHEET NO.: 4 OF 13
DATE: 6/18/18
DRAWN BY: [Signature]
CHECKED BY: [Signature]

CITY OF MISSOURI CITY, TX - 33000-3300



NOTE: IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND THE MISSOURI CITY, TEXAS DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

MISSOURI CITY
FORT BEND COUNTY, TEXAS

**BRAZOS LAKES
MASTER PLAN**

PLANTING PLAN

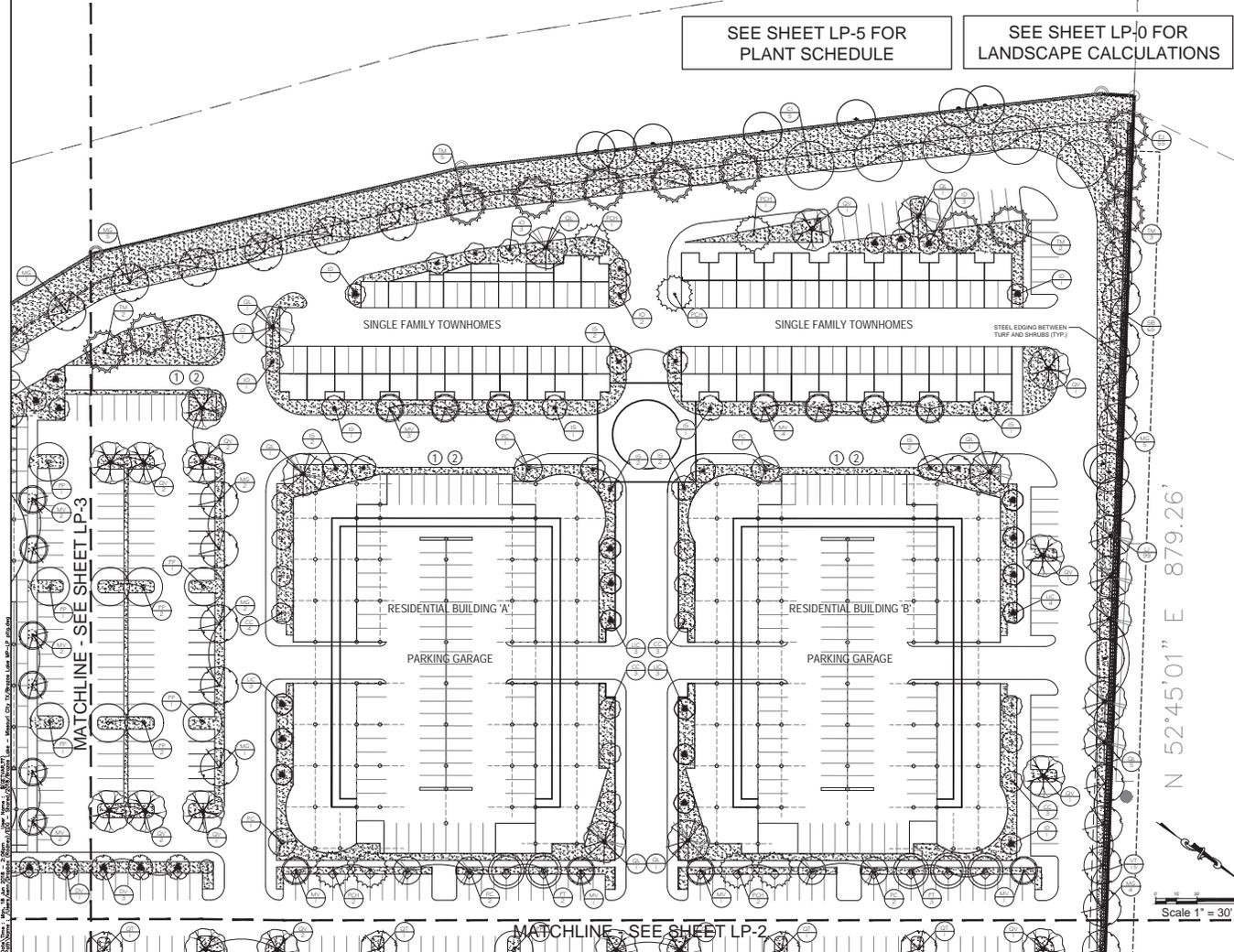
LJA Engineering Inc. 
 7922 Westpark Drive Phone: 713.853.5000
 Suite 400 Fax: 713.853.5000
 Houston, Texas 77042-3723 770-4-1388

LJA PROJECT NO.: XXXX-XXXX-XXX

DESIGNED BY: [blank]
 DRAWN BY: [blank]
 DATE: June 2018 SHEET NO. 5 of X SHEETS
 CHECKED BY: [blank] CITY DWG NO.: LP-4
 PLOT NO.: [blank]

SEE SHEET LP-5 FOR
PLANT SCHEDULE

SEE SHEET LP-0 FOR
LANDSCAPE CALCULATIONS



N 52'45.01" E 879.26'

Scale 1" = 30'

MATCHLINE - SEE SHEET LP-3

MATCHLINE - SEE SHEET LP-2

LJA Engineering Inc. 7922 Westpark Drive, Suite 400, Houston, Texas 77042-3723. Phone: 713.853.5000. Fax: 713.853.5000. Website: www.lja.com

CITY OF MISSOURI CITY, TX - XXXX-XXXX



NOTE:
IN CASE OF CONFLICT BETWEEN DETAILS
SHOWN ON THIS SHEET AND THE MISSOURI
CITY, TEXAS DESIGN STANDARDS, THE MORE
STRINGENT SHALL APPLY.

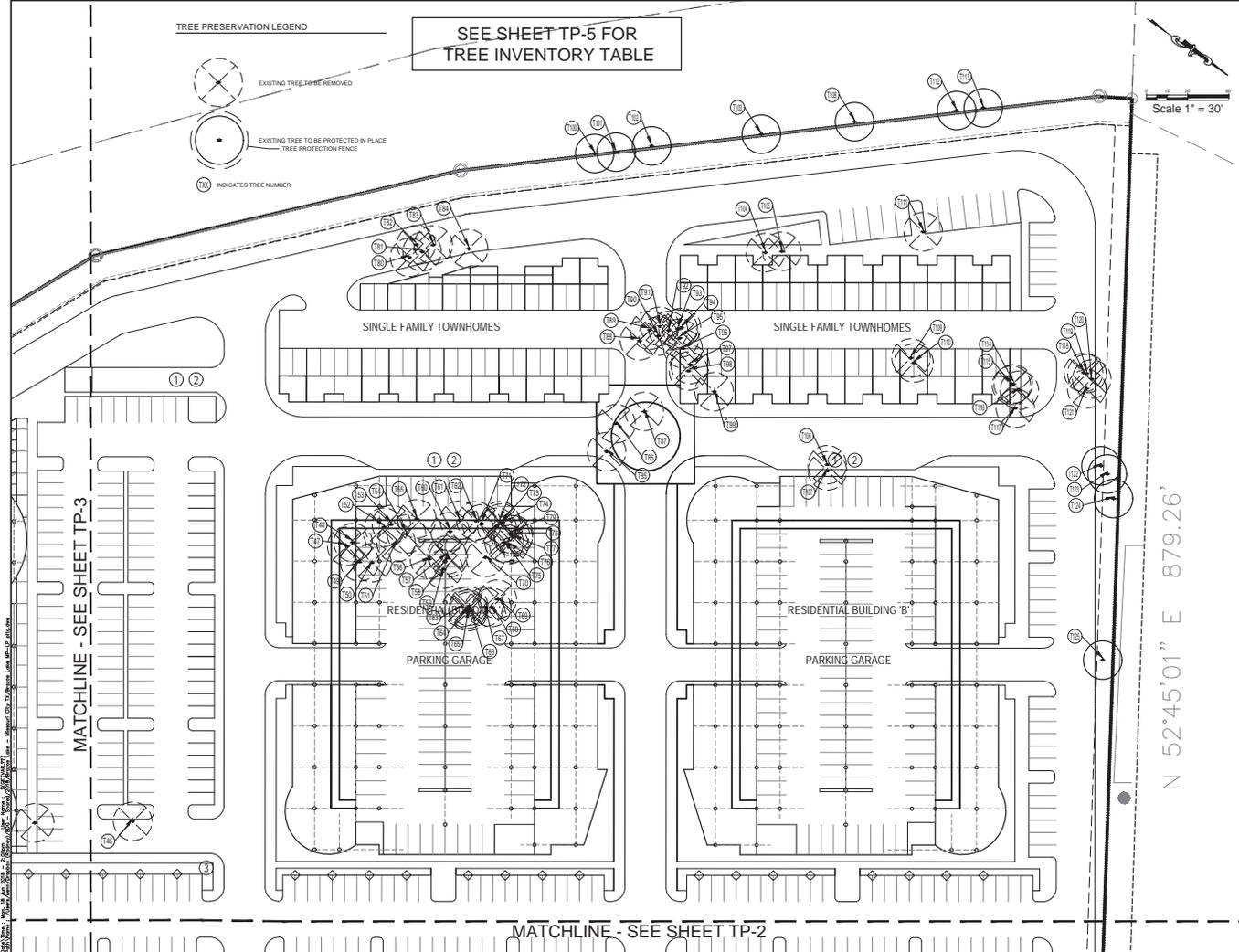
DATE	REVISION	BY

MISSOURI CITY
FORT BEND COUNTY, TEXAS

**BRAZOS LAKES
MASTER PLAN**

**TREE
PRESERVATION**

LJA Engineering Inc. Phone: 713.853.2000
2929 Westpark Drive Suite 400 Fort Worth, TX 76103
Houston, Texas 77042-3703 Fax: 713.853.2000
7704-1138
LJA PROJECT NO.: XXXX-XXXX-XXX
DESIGNED BY: JH
DRAWN BY: JH
DATE: June 2018 SHEET NO. XI of X SHEETS
CHECKED BY: CITY DWG NO.: TP-4
F B NO:





6/18/18

TREE INVENTORY

NUMBER	SPECIES	DBH	PRESERVE	REMOVE	NOTES
01	DAK	60		X	CONFLICT WITH PROPOSED PARKING
02	HACKBERRY	7		X	CONFLICT WITH PROPOSED BUILDING
03	DAK	42		X	CONFLICT WITH PROPOSED PARKING
04	DAK	42		X	CONFLICT WITH PROPOSED PARKING
05	HACKBERRY	15		X	CONFLICT WITH PROPOSED PARKING
06	CHINABERRY	48		X	CONFLICT WITH PROPOSED PARKING
07	DAK	42		X	CONFLICT WITH PROPOSED PARKING
08	ASH	36		X	CONFLICT WITH PROPOSED ROADWAY
09	CHINABERRY	6		X	CONFLICT WITH PROPOSED ROADWAY
10	CHINABERRY	12		X	CONFLICT WITH PROPOSED ROADWAY
11	HACKBERRY	7		X	CONFLICT WITH PROPOSED PARKING
12	ELM	48		X	CONFLICT WITH PROPOSED ROADWAY
13	CHINABERRY	48	X		
14	DAK	72		X	CONFLICT WITH PROPOSED BUILDING
15	DAK	60		X	CONFLICT WITH PROPOSED PARKING
16	CHINABERRY	54		X	CONFLICT WITH PROPOSED PARKING
17	DAK	54		X	CONFLICT WITH PROPOSED PARKING
18	HACKBERRY	7		X	CONFLICT WITH PROPOSED PARKING
19	DAK	60		X	CONFLICT WITH PROPOSED PARKING
20	CHINABERRY	30		X	CONFLICT WITH PROPOSED PARKING
21	HACKBERRY	7	X		
22	PECAN	36	X		
23	PECAN	36	X		
24	PECAN	36	X		
25	PECAN	36	X		
26	PECAN	36		X	CONFLICT WITH PROPOSED ROADWAY
27	PECAN	30	X		
28	HACKBERRY	7		X	CONFLICT WITH PROPOSED PARKING
29	TALLOW	8		X	CONFLICT WITH PROPOSED PARKING
30	TALLOW	12		X	CONFLICT WITH PROPOSED PARKING
31	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
32	PECAN	12		X	CONFLICT WITH PROPOSED ROADWAY
33	ELM	6	X		
34	CHINABERRY	6	X		
35	HACKBERRY	7	X		
36	TALLOW	6	X		
37	HACKBERRY	7	X		
38	HACKBERRY	7	X		
39	CHINABERRY	60		X	CONFLICT WITH PROPOSED BUILDING
40	CHINABERRY	18		X	CONFLICT WITH PROPOSED BUILDING
41	HACKBERRY	12		X	CONFLICT WITH PROPOSED BUILDING
42	CHINABERRY	36		X	CONFLICT WITH PROPOSED BUILDING
43	PECAN	24		X	CONFLICT WITH PROPOSED BUILDING
44	HACKBERRY	18		X	CONFLICT WITH PROPOSED BUILDING
45	HACKBERRY	30		X	CONFLICT WITH PROPOSED PARKING
46	PECAN	54		X	CONFLICT WITH PROPOSED PARKING
47	CHINABERRY	8		X	CONFLICT WITH PROPOSED BUILDING
48	CHINABERRY	10		X	CONFLICT WITH PROPOSED BUILDING
49	PECAN	10		X	CONFLICT WITH PROPOSED BUILDING
50	HACKBERRY	7		X	CONFLICT WITH PROPOSED PARKING
51	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
52	PECAN	8		X	CONFLICT WITH PROPOSED PARKING
53	PECAN	10		X	CONFLICT WITH PROPOSED PARKING
54	PECAN	6		X	CONFLICT WITH PROPOSED PARKING
55	PECAN	10		X	CONFLICT WITH PROPOSED PARKING
56	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
57	CHINABERRY	8		X	CONFLICT WITH PROPOSED PARKING
58	CHINABERRY	12		X	CONFLICT WITH PROPOSED PARKING
59	PECAN	8		X	CONFLICT WITH PROPOSED PARKING
60	CHINABERRY	6		X	CONFLICT WITH PROPOSED PARKING
61	PECAN	10		X	CONFLICT WITH PROPOSED PARKING
62	PECAN	8		X	CONFLICT WITH PROPOSED PARKING

63	HACKBERRY	7		X	CONFLICT WITH PROPOSED PARKING
64	PECAN	8		X	CONFLICT WITH PROPOSED PARKING
65	PECAN	10		X	CONFLICT WITH PROPOSED PARKING
66	PECAN	24		X	CONFLICT WITH PROPOSED PARKING
67	CHINABERRY	18		X	CONFLICT WITH PROPOSED PARKING
68	PECAN	8		X	CONFLICT WITH PROPOSED PARKING
69	CHINABERRY	24		X	CONFLICT WITH PROPOSED PARKING
70	PECAN	6		X	CONFLICT WITH PROPOSED PARKING
71	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
72	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
73	PECAN	8		X	CONFLICT WITH PROPOSED PARKING
74	PECAN	12		X	CONFLICT WITH PROPOSED PARKING
75	CHINABERRY	15		X	CONFLICT WITH PROPOSED PARKING
76	CHINABERRY	15		X	CONFLICT WITH PROPOSED PARKING
77	PECAN	6		X	CONFLICT WITH PROPOSED PARKING
78	PECAN	6		X	CONFLICT WITH PROPOSED PARKING
79	PECAN	15		X	CONFLICT WITH PROPOSED PARKING
80	WILLOW	18		X	CONFLICT WITH PROPOSED ROADWAY
81	WILLOW	15		X	CONFLICT WITH PROPOSED ROADWAY
82	WILLOW	15		X	CONFLICT WITH PROPOSED ROADWAY
83	WILLOW	18		X	CONFLICT WITH PROPOSED ROADWAY
84	WILLOW	18		X	CONFLICT WITH PROPOSED ROADWAY
85	CHINABERRY	18		X	CONFLICT WITH PROPOSED ROADWAY
86	CHINABERRY	15		X	CONFLICT WITH PROPOSED ROADWAY
87	HACKBERRY	7		X	CONFLICT WITH PROPOSED ROADWAY
88	WILLOW	24		X	CONFLICT WITH PROPOSED ROADWAY
89	WILLOW	24		X	CONFLICT WITH PROPOSED ROADWAY
90	WILLOW	8		X	CONFLICT WITH PROPOSED ROADWAY
91	WILLOW	12		X	CONFLICT WITH PROPOSED ROADWAY
92	WILLOW	12		X	CONFLICT WITH PROPOSED ROADWAY
93	WILLOW	10		X	CONFLICT WITH PROPOSED ROADWAY
94	WILLOW	18		X	CONFLICT WITH PROPOSED PARKING
95	WILLOW	18		X	CONFLICT WITH PROPOSED PARKING
96	WILLOW	18		X	CONFLICT WITH PROPOSED PARKING
97	WILLOW	8		X	CONFLICT WITH PROPOSED PARKING
98	CHINABERRY	24		X	CONFLICT WITH PROPOSED PARKING
99	TALLOW	18		X	CONFLICT WITH PROPOSED BUILDING
100	HACKBERRY	7	X		
101	HACKBERRY	7	X		
102	HACKBERRY	10	X		
103	CHINABERRY	8	X		
104	WILLOW	6		X	CONFLICT WITH PROPOSED BUILDING
105	WILLOW	12		X	CONFLICT WITH PROPOSED BUILDING
106	PECAN	24		X	CONFLICT WITH PROPOSED BUILDING
107	PECAN	18		X	CONFLICT WITH PROPOSED BUILDING
108	HACKBERRY	10	X		
109	WILLOW	12		X	CONFLICT WITH PROPOSED PARKING
110	WILLOW	12		X	CONFLICT WITH PROPOSED PARKING
111	WILLOW	6		X	CONFLICT WITH PROPOSED PARKING
112	HACKBERRY	7	X		
113	HACKBERRY	7	X		
114	PECAN	10		X	CONFLICT WITH PROPOSED BUILDING
115	PECAN	8		X	CONFLICT WITH PROPOSED BUILDING
116	PECAN	10		X	CONFLICT WITH PROPOSED BUILDING
117	PECAN	12		X	CONFLICT WITH PROPOSED BUILDING
118	PECAN	12		X	CONFLICT WITH PROPOSED ROADWAY
119	PECAN	8		X	CONFLICT WITH PROPOSED ROADWAY
120	PECAN	15		X	CONFLICT WITH PROPOSED ROADWAY
121	PECAN	15		X	CONFLICT WITH PROPOSED ROADWAY
122	PECAN	15	X		
123	HACKBERRY	7	X		
124	PECAN	6	X		
125	PECAN	8	X		

NOTE: IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND THE MISSOURI CITY, TEXAS DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

MISSOURI CITY, TEXAS
FORT BEND COUNTY, TEXAS

**BRAZOS LAKES
MASTER PLAN**

TREE
PRESERVATION

LJA Engineering Inc.
7920 Westmark Drive
Suite 400
Houston, Texas 77042-3703
Phone: 713.953.1000
Fax: 713.953.1000
Toll-Free: 1-800-779-1138

LJA PROJECT NO.: XXXX-XXXX-XXX
DESIGNED BY: []
DRAWN BY: []
DATE: JUNE 2018
SHEET NO. X OF X SHEETS
CITY DWG NO.: TP-5
F B NO.

Project No. 17-0001, 17-0002, 17-0003, 17-0004, 17-0005, 17-0006, 17-0007, 17-0008, 17-0009, 17-0010, 17-0011, 17-0012, 17-0013, 17-0014, 17-0015, 17-0016, 17-0017, 17-0018, 17-0019, 17-0020, 17-0021, 17-0022, 17-0023, 17-0024, 17-0025, 17-0026, 17-0027, 17-0028, 17-0029, 17-0030, 17-0031, 17-0032, 17-0033, 17-0034, 17-0035, 17-0036, 17-0037, 17-0038, 17-0039, 17-0040, 17-0041, 17-0042, 17-0043, 17-0044, 17-0045, 17-0046, 17-0047, 17-0048, 17-0049, 17-0050, 17-0051, 17-0052, 17-0053, 17-0054, 17-0055, 17-0056, 17-0057, 17-0058, 17-0059, 17-0060, 17-0061, 17-0062, 17-0063, 17-0064, 17-0065, 17-0066, 17-0067, 17-0068, 17-0069, 17-0070, 17-0071, 17-0072, 17-0073, 17-0074, 17-0075, 17-0076, 17-0077, 17-0078, 17-0079, 17-0080, 17-0081, 17-0082, 17-0083, 17-0084, 17-0085, 17-0086, 17-0087, 17-0088, 17-0089, 17-0090, 17-0091, 17-0092, 17-0093, 17-0094, 17-0095, 17-0096, 17-0097, 17-0098, 17-0099, 17-0100, 17-0101, 17-0102, 17-0103, 17-0104, 17-0105, 17-0106, 17-0107, 17-0108, 17-0109, 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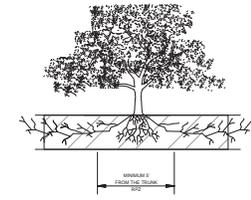
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TREE PROTECTION SPECIFICATIONS

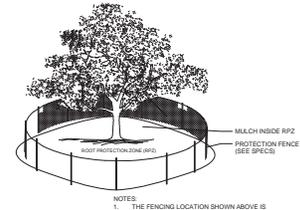
- MATERIALS**
1. FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
 2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL T SHAPES WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
 3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
 4. USED MATERIALS: PREVIOUSLY USED MATERIALS MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

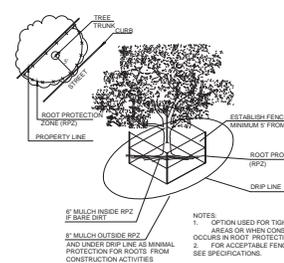
1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
3. PROTECTIVE FENCING SHALL BE ERRECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTIONS RIGHT OF WAY CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERRECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
 - a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
 - b. DO NOT STORE, STOCKPILE OR DRAP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
 - c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
 - d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
 - e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS, METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
 - f. DO NOT PERMIT TRAFFIC FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS AND SOILS, ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
 - g. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SERVING THEM.
 - h. WAIVER EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
8. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES.
9. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
10. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTIONS SATISFACTION.
11. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
12. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
13. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH SEVEN INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
14. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
15. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PREVENT LEACHING OF LIME INTO THE SOIL.
16. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.



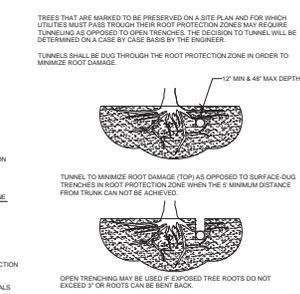
A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE



B TREE PROTECTION FENCE
SCALE: NOT TO SCALE



C TREE PROTECTION FENCE - LEVEL 2
SCALE: NOT TO SCALE



D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE

NOTES:

1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRP-LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTIGUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS THROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.

TRENCHES IN ROOT PROTECTION ZONE WHEN THE 3' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.

OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3' OR ROOTS CAN BE BENT BACK.

IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND THE MISSOURI CITY, TEXAS DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

MISSOURI CITY
FORT BEND COUNTY, TEXAS

**BRAZOS LAKES
MASTER PLAN**

**TREE PRESERVATION
NOTES & DETAILS**

LJA Engineering Inc.
2525 Westmark Drive
Suite 400
Houston, Texas 77042-3703
Phone: 713.953.2000
Fax: 713.953.2000
Toll-free: 1-800-779-1138

LJA PROJECT NO.: XXXX-XXXX-XXX
DESIGNED BY: JH
DRAWN BY: JH
DATE: JUNE 2018
SHEET NO. X OF X SHEETS
CITY DWG NO.: TP-6
F B NO.

Project Name: Brazos Lakes Master Plan - Tree Preservation
 Project No.: XXXX-XXXX-XXX
 Drawing No.: TP-6
 Date: June 2018
 Scale: As Shown
 Author: JH
 Checker: JH
 Title: Designer
 Company: LJA Engineering Inc.
 Address: 2525 Westmark Drive, Suite 400, Houston, TX 77042-3703
 Phone: 713.953.2000
 Fax: 713.953.2000
 Website: www.lja.com
 Missouri City, Texas
 State: TX
 County: Fort Bend
 City: Missouri City, TX
 Project: XXXX-XXXX-XXX



MINUTES
PLANNING AND ZONING COMMISSION
CITY OF MISSOURI CITY, TEXAS
July 11, 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
Hugh Brightwell
John O'Malley
Reginald Pearson
Courtney Rose
Ramesh Anand

Commissioners Absent: James G. Norcom III, Douglas Parker

Councilmembers Present:

Staff Present:

Otis T. Spriggs, Director of Development Services
Jennifer Gomez, Planning Manager
E.Joyce Iyamu, City Attorney
Shashi Kumar, Director of Public Works
Jennifer Hobbs, Assistant City Engineer
Thomas White, Planner II
Mason Garcia, Planner I
Egima Brown, Planning Technician

Others Present:

Pernell Washington, Sally Joseph, Joseph John, John Tsai, Robert Mazzo, Greg Black, Brandie Nickerson, Pam Senegal, Kim Riser, Melvin Lin, Tarsha Greenwood, Ronny Hecht, Jennifer Lopez, Brenda L. Daniels, Caitlin Garcia, Clarence Gray, Taryn Burnett, Ramona Williams, Orlando and Mariela Parra, Calvin Coleman, Walter and Sherry Sarah, Justin Schrader, Eddie Powell, Angela Stegman, Maria D.S. Martinez, Duraimony Dickson, Michael Joyce, Ingrid M. Lee, Bebb Francis, Paul Williams, Susan Soto, Scott Behuniak, Debra James, William and Mary Vandervoort, Eric Lewis, Cynthia Ramirez, Mario Bollulo, Annie Session, Marie Escue, Takeisha Plowden, Bill and Milly Smith, Pamela Zackory

7. ZONING MAP AMENDMENTS

C. PUBLIC HEARING FOR A PLANNED DEVELOPMENT DISTRICT

- (1) Public hearing to receive comments for or against a request by Justin Schrader, LJA, to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom. The subject is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

Jennifer Gomez presented this item. Ms. Gomez informed the acreage is at the intersection of Highway 6 and Glenn Lakes Lane, north of Lake Olympia / Oilfield Road. It is about twenty-five acres undeveloped. The developer is seeking a different concept, a mixed use development that combines commercial and residential uses. Ms. Gomez informed that there is a MUD facility lift station that is not included within the boundaries of the PD, Planned Development. The developer describes the development as two phases. Phase one as proposed is a residential phase that will include multi-story, age restricted senior housing to fifty-five years plus. The other residential component will be multi-story townhomes that will not be age restricted. Ms. Gomez informed that there will be commercial retail components that will combine various uses which are seen throughout the City of professional offices, retail, restaurants, and various retail commercial uses (Phase two). Ms. Gomez presented the conceptual site plan provided that shows how the uses will be laid out on the site. The dotted line outlines the general area where the residential will be planned, which is north of the property. The townhome development will be to the rear of the property. The two multi-story condominiums will be situated showing in the middle. An amenity for the condominium buildings, will have an office space, meeting space and recreational area in a building that will be constructed closer to Highway 6 and still accessible to the condominiums. Ms. Gomez informed that the primary nonresidential commercial retail described in the proposal has a detention drainage system to the rear that separates the tract from the Colony Lakes residential subdivision. The idea is to use the area as an amenity and create a lake / water feature with indoor and outdoor seating balconies overlooking a scenic view. Ms. Gomez informed that along the Highway 6 frontage is identified as future commercial development and is consistent with uses that will be permitted in a LC-3 district.

Ms. Gomez informed that staff's recommendations is to allow for age restricted condominium buildings. Building A will comprise of eighty units. Building B will comprise

of eighty-eight units for a total of one hundred and sixty eight condominium dwelling units. Ms. Gomez informed that the townhomes will be forty-two single family dwelling units with two car garages. Phase two of the development will comprise of approximately 219,000 sq. ft. of commercial / office / restaurant space developed in two-story buildings with an open multi-purpose plaza as a feature of that development. Staff recommends based on the goals of the Comprehensive Plan and the Future Land Use Map that the Commission approves the mix of uses identified as LC-3, retail district uses, allow for the age restricted condominiums placed at fifty-five years plus and to allow for single family townhome development. Ms. Gomez informed that it is in conformance with the Future Land Use Map that calls the location as a commercial area, however, there is a unique opportunity for a Character District that is called an Urban Character District. In the staff recommendation the Commission can consider making a change to the Future Land Use Map and calling the area as an urban area.

Ms. Gomez informed that the commercial character is largely a suburban commercial layout, typical standard along the major corridors. The shopping center or commercial building, nonresidential building is pushed back from the right-of-way. Parking is laid out in front. Generally it is a design pattern that is built for the automobile for people to use their cars to go from place to place.

Ms. Gomez informed that the urban character is not a different concept, however, it is an old concept that brings the pedestrian feel. It allows for larger and taller buildings, closer setbacks where buildings are not set back far away from each other and street frontage. Parking is in a parking structure or on the site to access several of the amenities on the site combined. The qualification for the urban character flips the zoning ordinance. Urban looks at minimum building height, which is opposite of the zoning ordinance that looks at maximum building height. The urban character establishes maximum setbacks vs. minimum setbacks with the buildings being at certain distances in proximity of the property lines. Ms. Gomez informed that much of the application falls in line with the urban character. From the staff prospective it will be a great location for the use.

Ms. Gomez informed that on height and area regulations, the condominiums are being proposed as multi-story, two five-story buildings to contain one hundred sixty eight dwelling units. The proposed townhomes will be two-story buildings to contain forty two dwelling units. Ms. Gomez informed that the commercial buildings do not currently have height measurements. They are described as two-story buildings throughout the entire development. In the height and area regulations, the lot area and minimum lot width, the density regulations and green belt requirements are applied, staff's recommendation is to apply the LC-3 standards on the commercial, which is the current standard for the zoning property. LC-3 standards allows for no limit on the building height, unless the building is within 150ft of a residential district. A drainage facility separates the site from the nearest single family residential area. The residential uses allow deviations to the front yard, rear yard, site yard lot widths and lot areas based on the layout that is shown on the site plan. Ms. Gomez informed to base it on the perimeter of the entire development as oppose to the individual buildings or individual lots. For the condominiums, staff's recommendation building height could be the same as LC-3 district, no limit unless within 150ft of residential, or cap at five stories. The density, greenbelt requirements are critical in terms of the community character design. Ms. Gomez informed that based on what is shown, staff recommends that a greenbelt 30ft around the perimeter of the entire site and common space for the townhomes will be required. For density, the numbers provided are above

what is allowed for the acres associated with the uses. The townhome uses are slightly above what is required. Townhome uses are capped at ten dwelling units per gross platted acre. About three and half acres will be associated with the townhouse use. Ms. Gomez informed that for the condominium uses, they will be capped at fifteen dwelling units per platted acre. The condominium uses shows the highest numbers. Staff recommends thirty-five townhomes and ninety aged restricted condominiums is what is allowed based on the current standards. With the density issue, in terms of moving away from a bedroom community and providing those pieces needed to support a nonresidential development has been a big conversation. The first phase is all residential. Staff recommends to allow the first phase, however, not at the density that is purposed. Ms. Gomez informed that the first phase of residential growth could be capped to only what is permitted based on the code today and tied to the phase two commercial nonresidential growth. Developing additional condominium units could be tied to the development of phase two. Guidance of the performance standards in PD 96, the PD near the Fort Bend Parkway and Lake Olympia Parkway, were given

Commissioner Brown-Marshall asked if tied to the growth, with two five-story buildings, where is the cap.

Commissioner Haney informed that it would be one building at a time.

Ms. Gomez informed that the Commission does not have to stay within the given numbers. It can be all the townhomes, and one condominium building and watch the performance of nonresidential growth. The Commission can recommend to have all the residential completed and nonresidential in the future.

Commissioner Brown-Marshall asked if the Commission could also recommend one building of the condominiums, maybe townhomes and the community center and then for the retail.

Ms. Gomez presented page 5 and 6 of PD 96 ordinance. Section K, under the development schedule, there is a phase one and phase two identified. Phase one speaks on the allowance for residential dwelling units in their phase one based on a construction of a minimum of 15,000 sq. ft. of one or more buildings designated for LC-3 retail uses. Phase two allows to complete the residential development provided that the occupancy level for the commercial development that was constructed is at least seventy-five percent.

Commissioner Brightwell informed that the PD is a different approach to the presented PD.

Ms. Gomez informed that is the Commission's recommendation. The staff's prospective is if phase one all residential, and phase two never grows, what benefit or loss it will be for the City.

Commissioner Brightwell informed that if phase one does not encumber phase two, then the property can still be sold for a use.

Ms. Gomez agreed.

Commissioner Brown-Marshall informed that there will be more City services going towards residential with no tax base for it to be covered.

Commissioner Brightwell asked about the applicant's schedule.

Ms. Gomez informed that when the applicant presents, they can inform that as of now there is not a definitive schedule. Based on the creation of a PD, the applicant is required to take the next development step within five years of the PD approval. Ms. Gomez informed that the applicant agreed that their schedule will include the requirement. The start and finished dates had not been determined.

Ms. Gomez informed that the applicant is to meet the City's architectural standards. The perspectives of the architectural design were presented. The applicant's architectural design will provide uniform exterior material. There will be a project brick, a similar blend that will be used throughout all the buildings, similar colors and accent materials. Ms. Gomez informed that there are not architectural standards for townhomes. Townhomes will be added into the architectural mix and making the architectural design consistent throughout the development. Staff's recommendation is to include the architectural review mentioned. The basins on top of the structure is a conceptual idea to do a design that captures rain water and recycles it throughout the development. Ms. Gomez informed that the closest example would be Whole Foods in Sugar Land on Highway 6 has the leaf design on top of the store. Staff's recommendation is to allow the utilization of their materials as the applicant has described, however, the primary material would be considered the brick shown in the details. Ms. Gomez informed that the City's minimum requirements will need to be met, which will include pitched roof or pitched element, one hundred percent masonry, with a percentage use of the primary materials. There is a two-story parking structure that is proposed as part of the project. The architectural standards should extend to the structure and should be required to construct with architecturally designed masonry panels. Ms. Gomez informed that the applicant indicated that they will be consistent with the exterior materials proposed.

Ms. Gomez informed that for the garage standards, the applicant is proposing underground parking, at grade parking and a two-story garage. Condominium uses require at least one garage per dwelling unit. Townhomes require a two car garage per dwelling unit. The applicant is proposing the two car garages per dwelling unit for the townhomes, however, the condominiums are not currently showing garages. Staff's recommendation is that at least a quarter of the required parking be consistent with garages. Ms. Gomez informed that the Commission can look at the consideration of proposing a parking structure and underground parking that would be similar to the covered parking regulations and not personal garages.

Commissioner Haney asked if there is a concern around the number of spaces.

Ms. Gomez informed that the question will be addressed in the parking portion of the staff report. Garages are a quarter of what will be required.

Ms. Gomez informed that under the trash disposal regulations are the standard requirements. Portable storage unit regulations are standard requirements. Outside placement storage sales due to the type of retail commercial uses that are proposed, the regulation is to prohibit. Ms. Gomez informed that the Commission can overturn and apply

LC-3 standards which means that equipment and merchandise outside will need to be screened from public view. It will be the standard ordinance.

Ms. Gomez informed that the applicant has a complete fourteen page landscape plan. The applicant is designing to meet the City's standards. Staff's recommendation is to adopt the applicant's landscape plan as the landscape plan for the development with requiring parking islands and diamonds to be distributed throughout the parking lot. Ms. Gomez informed that the changes that should be made based on the recommendation for the common space and greenbelt should be reflected on the landscape plan as well as not to require a transitional buffer yard between the residential uses and the commercial uses. Ms. Gomez informed to consider instead of the evergreen hedge around the perimeter and not within the development.

Ms. Gomez informed that the parking shown is reduced from what is required due to the applicant applying a different standard to the condominium break down. The number reduced is not significant. Guidance from previous age restricted communities as The Huntington's three developments and The Gala and Jubilee proposed to be developed along Texas Parkway analysis has been seen in terms of age restricted communities with the request to reduce the parking burden. Staff's recommendation is for the Commission to provide the same guidance or opt to reduce the amount of parking as shown on the site plan.

Ms. Gomez informed that sign regulations and fence regulations are to City's standards. Staff's recommendation on the amenities is to tie the multi-purpose building being proposed to the construction of the first condominium building. This is to not have two condominium buildings and the townhomes with the amenity to come in the future. Ingress, egress, utilities, platting and parkland dedications will be required for the nonresidential uses.

Justin Schrader, LJA, introduced the design architect – Mario Bolullo.

Mario Bolullo, STOA - design architect, informed that if the construction of fifty percent commercial and fifty percent residential then to the next phase will be a successful phase vs. waiting for units to be sold of condominiums and waiting for the retail. The residential buildings have indoor parking garages and should be two cars per unit. Mr. Bolullo informed that there are buildings that are overlooking a courtyard that is not indoors. For the retail, a creation of an indoor/outdoor area that is more conducive with fresh air with an environment atmosphere will be designed. The commercial area will have easy access all the way around without underground parking. Mr. Bolullo informed that there will be a two floor garage on one end by the lift station and another one surrounding the project. The unique feature is to create a boulevard that will be paved as an extension of a landscape on the back of the entire property by the existing lake. Mr. Bolullo informed that paving will be used and the area will be dedicated to delivery trucks, emergency and maintenance. It will be a boulevard for pedestrians.

Commissioner Brown-Marshall asked if there were any comments that Mr. Bolullo disagreed with.

Mr. Bolullo responded yes to one. Mr. Bolullo informed that it is not only a solid block of five-story residential. It terraces up as it progresses. The first start are the townhomes that

have a particular design character where the roofs will allow you to come into the next block line of the residential condominiums that will be a three story. Mr. Bolullo informed that it then transfers into a four-story and later on into a fifth-story. The fifth-story is facing Highway 6. It buffers the noise of Highway 6 into the courtyard and transitions into the lakes. There will be gentle slope roofs that will allow a transition from the low type of townhouse to the higher pitch, without major transitions. Mr. Bolullo informed that they will use lots of brick.

Bill Vandervoort, Vicksburg resident / Highway 6 driver, asked if anyone has thought about a hundred and fifty homes, times two cars, times maybe three hundred and fifty total four hundred and fifty new vehicles in that small space. Mr. Vandervoort asked if anyone has thought about the traffic flow. Will there be a request for another free traffic light on Highway 6 to slow down traffic even more.

Ms. Hobbs informed that the applicant has provided the Traffic Impact Analysis and that there will not be any free traffic lights. If a traffic light was warranted, which in this case it is not proposed, the developer will have to pay for it.

Mr. Vandervoort informed that it upsets him every time he turns around, there is a new traffic light on Highway 6.

Motion: To close the public hearing

Made by: Commissioner Haney

Second: Commissioner Rose

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

NAYS: None

ABSTENTIONS: None

The motion passed

Commissioner Brown-Marshall informed that if the project needs to be tied to a performance standard, the applicant has stated that he does not have a problem with fifty percent and fifty percent.

Commissioner Brightwell asked if staff can negotiate that percentage on the Commissioners' behalf.

The Commissioners agreed.

Commissioner Haney informed that the wording should be that staff will negotiate something that is workable.

Commissioner Brightwell informed that the phasing includes a mixture of commercial and residential.

Ms. Gomez informed that staff can present the recommendation to Council.

Commissioner Pearson informed that it will be a selling point to get occupancy to the area.

Commissioner Brown-Marshall informed that with regards to the garages, due to the different style product with the underground parking, the need for garages is not seen for the condominiums as recommended by staff.

Commissioner Rose asked to return the discussion to the underground parking.

Commissioners confirm that there is underground parking under the condominiums.

Commissioner Haney informed that the underground parking is not a garage.

Commissioner Rose asked about the garages for the townhomes.

Commissioners confirm that the townhomes have garages.

Commissioner Brightwell asked if the residential parking shown is acceptable for the townhomes and condominiums

Commissioner Brown-Marshall confirmed yes.

Commissioner Haney informed that the commercial parking is ample.

Commissioner Brown-Marshall informed that the commercial parking is ample and sufficient. No more concrete is needed.

Commissioner Haney informed that the density question was addressed with the phasing.

Commissioner O'Malley informed to remedy if the phasing is not fifty-fifty.

Ms. Gomez informed to add minor/major modification and adding that language to the ordinance. An example of the language from PD 95 allows some flexibility. Establish a threshold that anything above ten percent will have to go through Planning and Zoning. Ms. Gomez presented the Commissioners with PD 95 ordinance.

Commissioner Haney asked about the concepts of setbacks and green spaces and if staff is directing the Commissioners towards what the applicant is planning.

Ms. Gomez confirmed, yes.

Commissioner Brightwell asked about the buffering zones being applied in an urban fashion

Ms. Gomez informed that the Commissioners can apply the buffering zones to the LC-3 standards for the condominiums with the no height restrictions and relax the lot area with staff's recommendations.

Commissioner Brown-Marshall asked if it will amend the plans.

Ms. Gomez informed that the applicant is working on revising the site plan to add the greenbelts in the common area components, which will change the green spaces.

Commissioner Brightwell asked if ultimately after the PD is built, the urban model then will be discussed.

Ms. Gomez informed that a workshop can be conducted for recommendations for changes to the zoning ordinance.

Commissioner Brightwell asked if it is an overlay.

Ms. Gomez informed that it is a character district. The Future Land Use Plan is broken down into character districts. The typical character district is the commercial and single family residential with the typical setbacks and layouts. Ms. Gomez informed that areas around the Fort Bend Parkway have the urban character district.

Commissioner Haney asked if the Commissioners agreed with staff's recommendation of the architectural standards.

Commissioners agreed.

Ms. Gomez asked the Commissioners to add the rain water collection systems. The specified details as to the material had not been received. The Commission wants to adopt a concept that is in the elevations with the roofing standards. Ms. Gomez informed that the metal, roofing requirements, colors matching the visible roofing requirements to make sure not to apply masonry standards to the component.

Commissioner Brightwell asked if the height standard will encompass the feature or is the height standard more of a livable floor.

Ms. Gomez informed that the height standard is more of a livable floor height and would not go to the top of the structure.

Commissioner Brightwell asked if the story is a livable space but if ultimately there is a height ma

Ms. Gomez informed that it excludes towers and chimneys. LC-3 does not have a height limit unless it is within close proximity of a residential area.

Ms. Gomez informed the Commission to also add the exclusion of having the rain water collection features screened and from being categorized as equipment to be screened.

Motion: The Planning and Zoning Commission forwards a positive recommendation to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development based on staff's recommendation and providing the following clarifications and exceptions; 1) to allow staff to negotiate a

combined phasing of residential and commercial development that is reasonable; 2.) allowing for the minor/major modifications as presented from a previous PD 95; 3) acceptance of the residential parking as proposed by the applicant for the condominiums and the townhomes; 3) acceptance of the commercial parking spaces as proposed by the applicant; 4) recommendation of the LC-3 buffering and height requirements; 5) not require masonry for the roof water collection feature and not requiring such to be screened as roof mounted equipment.

Made by: Commissioner Brightwell

Second: Commissioner Haney

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

NAYS: None

ABSTENTIONS: None

The motion passed.



**PLANNING AND ZONING COMMISSION
FINAL REPORT**

AGENDA DATE: August 6, 2018

AGENDA ITEM SUBJECT: Brazos Lakes Mixed Use Project – Planned Development District

AGENDA ITEM NUMBER: 7a2

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: PD1800002

PROPERTY ID: 0013-00-000-0124-907 / 0013-00-000-0122-907 / 0013-00-000-0105-907 / 0013-00-000-0123-907 / 0013-00-000-0110-907 / 0013-00-000-0106-907

LOCATION: The subject site is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

RECOMMENDED ACTION:

The proposal complies with the goals of the Comprehensive Plan and the policy contained in the Future Land Use Plan. Such policy recommends development of the tract as commercial, allowing for an auto-oriented character. However, the Commission could consider changing the Future Land Use Plan character designation from Commercial to Urban as outlined in the report recommendations below.

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

BACKGROUND INFORMATION:

Brazos Lakes is a proposed mixed use residential and commercial development.

The applicant has submitted a master plan overview of the development. This master plan describes the development as designed to include “a combination of functions and users that supports each other and establishes...[a] focal point...[through] the combination of the residential buildings and townhomes, and the commercial plaza.”

Brazos Lakes is proposed to be constructed in two Phases broken down as follows.

Phase I would be comprised of the residential components, consisting of two, 5-story condominium buildings and 3-story single family attached townhomes. These components would be located to the rear of the site on the western most end. The condominium buildings would be age restricted and provide a total of 168 dwelling units (Building A – 80 units and Building B – 88 units). The condominium buildings would include a parking structure that would be partially underground and covered. Along the Highway 6 frontage, a multi-purpose club house and large meeting room would be provided as amenities for residents. The attached townhomes would provide 42 single family dwelling units, each having a 2-car garage.

Phase II would include 219,000 square feet of commercial, office and restaurant space. These uses would be distributed throughout the development in 2-story buildings. An open, multi-purpose plaza is a proposed feature in addition to the development of spaces that overlook a lake with the provision indoor/outdoor seating and lounges. A 2-story parking structure is also proposed as part of this phase.

The building design for both phases is proposed to incorporate rainwater recovery systems and green roof terraces which will allow water to be collected and re-routed throughout the development.

The Brazos Lakes master plan generally describes future development along the Highway 6 frontage to include several 2-story buildings and associated parking areas.

REQUIREMENTS FOR A PD DISTRICT APPLICATION (SECTION 8.2)

A. Ownership:

Ownership information submitted with the application is under review. The applicant may be required to provide additional proof of ownership and authorization.

B. Legal Description:

The subject site can be described as being a tract of land containing 24.506 acres, located in the David Bright League, A-13, in Fort Bend County, Texas,

said 24.506 acre tract being all of a called 22.507 acre tract of land recorded in the name of Golden Power Capital, LLC, in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2016086714 and all of a called 2.0 acre tract of land recorded in the name of Ming & Shu Development, LLC, in F.B.C.C.F. No. 2010106905, save and except a called 0.0574 acre tract of land recorded in the name of Fort Bend County Municipal Utility District No. 46 in F.B.C.C.F. No. 2005084273, leaving a net acreage of 24.448 acres of land.

C. Site Plan:

A proposed site plan has been submitted which constitutes the required site plan.

D. Total acreage:

24.45 acres

E. Minimum design standards:

The applicant has complied with City standards, except as requested below in the Analysis of the Subject Site.

F. Development Schedule. The applicant has advised the development shall be completed within the required five-year timeframe pursuant to Section 8.2.D.

GENERAL SITE INFORMATION:

A. Existing Land Use and Zoning Designation:

Vacant / LC-3, retail district

B. Surrounding Land Uses and Zoning Designations:

North: Cube Smart storage facility; Murphy Express gas station / PD #90 (Ordinance O-13-32)

South: Excel Urgent Care / LC-3, retail district

East: Public Storage facility; Quail Valley Thunderbird; Ridgeview Park / PD #11 (Ordinance O-18-03); R-2, single family residential district; CF, community facilities

West: Colony Lakes residential subdivision / CF, community facilities; R-2, single family residential district

C. Zoning History:

02-22-1966: Majority of subject site annexed by the City of Missouri City (Ordinance 74).

11-17-1980: Remainder of subject site annexed by the City of Missouri City (Ordinance 91)

01-19-1981:	Subject site zoned SD, suburban district (Ordinance O-81-1)
06-18-1984:	Subject site zoned LC-3, retail district (Ordinance O-84-45).

Subsection 8.2.C and 8.5 – Site plan and Use regulations: As stated above, per Zoning Ordinance Section 8.2.C, Site Plan, and 8.5, Use regulations, the applicant is required to propose minimum development guidelines for the site.

- A. Purpose.** PD, Planned Development District No. ___ is proposed to comprise of a mixed use development to include residential, commercial, retail, and professional offices. Improvements to the site will be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD, Planned Development District No. ___, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged unless otherwise provided in the proposed Ordinance.

As provided in the background above, Brazos Lakes is a proposed mixed use residential and commercial development.

The applicant has submitted a master plan overview of the development. This master plan describes the development as designed to include “a combination of functions and users that supports each other and establishes...[a] focal point...[through] the combination of the residential buildings and townhomes, and the commercial plaza.”

Brazos Lakes is proposed to be constructed in two Phases broken down as follows.

Phase I would be comprised of the residential components, consisting of two, 5-story condominium buildings and 3-story single family attached townhomes. These components would be located to the rear of the site on the western most end. The condominium buildings would be age restricted and provide a total of 168 dwelling units (Building A – 80 units and Building B – 88 units). The condominium buildings would include a parking structure that would be partially underground and covered. Along the Highway 6 frontage, a multi-purpose club house and large meeting room would be provided as amenities for residents. The attached townhomes would provide 42 single family dwelling units, each having a 2-car garage.

Phase II would include 219,000 square feet of commercial, office and restaurant space. These uses would be distributed throughout the development in 2-story buildings. An open, multi-purpose plaza is a proposed feature in addition to the development of spaces that overlook a lake with the provision indoor/outdoor seating and lounges. A 2-story parking structure is also proposed as part of this phase.

The Brazos Lakes master plan generally describes future development along the Highway 6 frontage to include several 2-story buildings and associated parking areas.

Future Land Use Map: The City's Future Land Use and Character map identifies the subject site as being an appropriate location for Commercial uses. Commercial uses are classified as being in the Auto-Oriented Character.

The Auto-Oriented Character is summarized as follows:

This designation typically covers most areas identified for commercial uses where accommodation of automobile access, circulation, and parking drives the placement of buildings and overall site design. In residential areas, an Auto Oriented character is evident where driveways and garages are the most prominent feature along neighborhood streets. In such areas, homes are relatively close together and individual lots have less extensive yard and landscape areas compared to the more open, green feel of a Suburban neighborhood.

This development form often provides for areas of more affordable housing within the community. A reduction in lot size may be allowed in exchange for a higher percentage of open space on the overall site (which could also satisfy drainage and parkland dedication requirements). Other moderate density housing types could be allowed provided there are buffering requirements and design standards to ensure compatibility and quality outcomes.

Many attached housing developments (i.e., townhouses, apartments, and condominiums) also take on an Auto-Oriented character unless design standards and landscaping requirements are sufficient to move the overall site design toward a Suburban character (or such housing types can be encouraged within Urban character areas).

Comprehensive Plan: Goals 2.1 and 2.3 of the City's 2017 Comprehensive Plan provides that for the city to move beyond the "bedroom community" perception, a focus must be placed on the "recruitment of lifestyle amenities desired by residents (dining, retail, medical) – so these can be patronized and enjoyed local..." as well as encouraging "multiple housing types and floor plans to offer a variety of housing choices to residents..."

Staff recommended: Approve the proposed mixed use development allowing for uses permitted within the LC-3, retail district and including age restricted condominiums and single family townhomes.

The proposed development complies with the policy recommendation of the Future Land Use Plan and the goals of the Comprehensive Plan.

Planning and Zoning Commission recommends: To approve as staff recommended.

Upon staff's recommendation, the Commission considered changing the Future Land Use Plan character designation from Commercial to Urban. The Urban character would provide for minimum building height requirements and possibly requiring future commercial buildings to be placed closer towards the street with parking areas situated on the backside of the buildings.

The Commission determined not to recommend this change at this time.

C. Height and area regulations. The height and area regulations recommended below, should apply in PD, Planned Development District No. ___.

Brazos Lakes is a proposed mixed use residential and commercial development.

The development is proposed to be comprised of two, 5-story condominium buildings and 3-story single family attached townhomes. The condominium buildings would be age restricted and provide a total of 168 dwelling units (Building A – 80 units and Building B – 88 units).

The attached townhomes would provide 42 single family dwelling units.

The development would provide for approximately 219,000 square feet of commercial, office and restaurant space. These uses would be distributed throughout the development in 2-story buildings.

The master plan generally describes future development along the Highway 6 frontage to include several 2-story buildings and associated parking areas.

Based upon the originally submitted plans, approximately 3.5+/- acres has been designated for the single-family attached townhome development. Each townhome dwelling unit would have garage access to the rear, along a private street. Each unit would front what appears to be a commonly owned green space area.

Approximately 6+/- acres has been designated for the two condominium buildings and associated site work.

If the minimum standards for the R-5, townhouse residential district; R-6, condominium residential district; and LC-3, retail district were applied to the overall master plan, the development would generally meet standards except where specified below.

The proposed design for the single family attached townhome development would not comply with the R-5, townhouse residential district in the following areas:

- **Front yard:** Not less than 25 feet;

- **Rear yard:** Not less than 20 feet; however when the rear yard is adjacent to a commonly owned open space, the rear yard shall be not less than 10 feet.
- **Side yard:** Not less than 10 feet on the street side of corner lots and at plat boundaries.
- **Lot width:** Minimum lot width shall be 25 feet in not less than 80% of all platted lots and not less than 23 feet for any platted lot...
- **Lot area:** Minimum lot area shall be 1,800 square feet.
- **Density:** No more than 10 dwelling units per gross platted acre.
- **Common space:** Where townhouse lots and dwelling units are designed to face upon an open or common access court, rather than upon a public or private street, such open or common access court shall be at least 40 feet in width.

The proposed design for the condominium development would not comply with the R-6, condominium residential district in the following areas:

- **Height:** No building or structure shall exceed three stories or 45 feet;
- **Density (units-acre):** There shall be no more than 15 condominium dwelling units per net platted acre;
- **Greenbelt:** There shall be a greenbelt of 30 feet adjacent to all plat property lines. There shall be a yard of 15 feet between buildings and private streets, driveways and parking areas. The developer shall have the option to provide the greenbelt or an equivalent green area within the development in addition to all required yards.

The proposed design for the commercial and office uses would generally comply with the LC-3, retail district standards.

Staff recommended: The master plan describes an integrated development designed to create centralized focus points and providing for buildings and structures that support each other. Thus, the singular standards for each zoning district may not be applicable for the intended development outcome. Certain standards could be relaxed in exchange for combined or enhanced standards in other parts of the development.

On the townhome development, the front, rear, and side yard; lot width, lot area standards could be relaxed to the layout as shown on the submitted site plan; likewise the height restrictions for the condominiums could match either the LC-3 district requirements (no limit, unless constructed within 150 feet of a residential district) or capped at the development proposal of 5 stories.

Conversely density and green space have been important character components that have been highlighted throughout the city as significant to desired community character.

As such, the minimum dwelling units per gross acre (single-family townhomes) or per net acre (condominium dwelling units) should be applied. A performance standard tied to nonresidential development occupancy could be established to allow for an increase in density scaled to the growth of the remainder of the development.

The requirements for common space and the greenbelt should be met through the provisions as established by the zoning use districts or through the creation of a comparable space, containing the total square footage which would be required, in an area easily accessible by the residential developments.

Planning and Zoning Commission recommends: To approve as staff recommended and allow for the townhome and condominium developments to be as shown on the site plan and to allow condominiums to have a maximum height consistent with the LC-3, retail district requirements.

D. Building regulations. The building regulations for LC-3, retail restricted district should apply in PD, Planned Development District No. ____.

Staff recommended: The building regulations for the LC-3, retail district should apply to all buildings and structures within the proposed development.

These building regulations include the following:

Building fronts. The front building lines shall be interrupted at least every 300 feet in one or more of the following manners:

*A minimum ten-foot building offset;
A canopy facade;
Landscaping.*

Lighting. Exterior lighting shall be shielded to prohibit direct glare onto adjoining properties.

Lighting regulations should apply both within the PD between nonresidential and residential uses as well as exterior to the PD to adjoining properties.

Planning and Zoning Commission recommends: To approve as staff recommended.

E. Architectural standards. Except as set forth herein, all buildings and structures constructed shall comply with the building codes of the City of Missouri City. Buildings and structures are required to meet the requirements of Section 7A, Architectural design standards.

The development proposal for the Brazos Lakes mixed use project, includes general architectural standards for exterior materials to be used for both the residential and commercial buildings for consideration of an architectural design review. At the time of building permit application, the applicant is required to submit materials and color samples for review and consistency with the approved requirements.

The following “exterior applications”, categorized as types has been submitted to be applied within the development:

Type A: Calcium silicate smooth masonry unit;
Type B: Modular Face Brick, blend sunset or similar;

- Type C: Senerflex Classic PB Wall System by “Senergy” with Perma-Lath Reinforcing mesh and weatherproof base and finish coats;
- Type D: Exterior storefront and glass wall systems. Aluminum, clear, anodized frames with ¼” thick tinted vision glass; ¼” thick tinted spandrel glass, aluminum doors and sidelites
- Type E: Clear, anodized extruded aluminum and ¼” thick tinted vision glass.

In addition to the “exterior applications” the building designs proposed appear to include pitched roofs or architecturally pitched elements however, proposed roofing material and associated color have not been provided.

The master plan has indicated that due to possible detention requirements, building designs and site development are proposed to incorporate rainwater recovery systems and green roof terraces to allow water to be collected and re-routed throughout the development.

A 2-story parking structure is proposed as part of this phase II for the commercial/retail uses.

The proposed design appears to not comply with minimum architectural design standards in the following areas:

For nonresidential uses:

- 7A.C.2. - *100% of exterior walls, excluding windows and doors, shall consist of masonry.*
- 7A.C.3. - *In addition to the masonry requirements of exterior walls set forth in subsection 7A.2.C.2 above, exterior walls in nonresidential developments shall meet one of the following:*
- a. *A minimum of 33 percent of each exterior wall located within view of a roadway or driveway used by the general public shall consist of approved primary materials...;*
 - b. *A minimum of 50 percent of all exterior walls, not including windows and doors and not including the rear of buildings not located within view of a roadway or driveway used by the general public, shall consist of the approved primary materials for building and structure exteriors....*

For the condominium uses:

- 7A.D.6 - *Excluding windows and doors, a minimum of 50 percent of the exterior of dwelling unit buildings shall consist of brick, stone and/or stucco.*
- 7A.D.7 - *Roofing materials shall consist of standing seam metal, slate, tile or concrete products.*
- 7A.D.8. - *The roof structures for all dwelling-unit buildings shall be pitched, with a minimum slope ratio of 5:12 for the main slope and a minimum of 8:12 for any accent gables and hips.*
- 7A.D.9. - *The roof structures for accessory buildings, including any detached garages and carports, shall be pitched with a minimum slope ratio of 4:12, if within view of adjoining properties, including roadways.*

Comprehensive Plan: Goal 5 of the City’s 2017 Comprehensive Plan provides the City’s commitment to encouraging quality design and community appearance. In particular along the City’s major corridors, encourage well-planned and designed private development.

Staff recommended: As this is proposed to be a unified development, architectural design standards should be consistent and complimentary throughout the residential and nonresidential areas. However, with the stated intention regarding rainwater collection systems, the application does not adequately explain why the “exterior material” types are being proposed. Staff recommends maintaining the city’s minimum architectural design standards throughout the development, applied to both residential and nonresidential developments with the material use being consistent with the “exterior material” types as presented.

However, the primary material requirements should be restricted to the project brick and required to be used in the same quantities as specified in the City’s minimum standards. All exterior walls, excluding windows and doors, should consist of masonry as defined by the City.

The 2-story parking structure proposed to be used to support the commercial/retail uses, should at a minimum be constructed in accordance with the standards for freestanding parking structures contained in Section 7A.2.D.12. Such would require the “exterior of freestanding multistory parking structures [to] have architecturally-designed masonry panels...there [would] be no pitched roof requirements.”

Planning and Zoning Commission recommends: To approve as staff recommended.

F. Garage regulations. Except as provided herein, garages should be provided as required by Section 9.8 in PD, Planned Development District No. ____.

The condominium buildings would include a parking structure that would be partially covered. A total of 152 parking spaces would be provided with an expected 100 spaces partially covered and 52 spaces at grade. The attached townhomes would provide 42 single family dwelling units, each having a 2-car garage.

Section 7A.2.D.17. requires that for each condominium unit, “at least one garage with square footage sufficient to house a minimum of two seven-foot by 18-foot automobiles in addition to normal yard maintenance equipment shall be provided...”

Staff recommended: As provided previously, 168 condominium dwelling units have been proposed. The development proposal includes the provision of covered parking but contains no garages. In the case of multifamily projects, City Council has stressed the importance of the provision of garages. Thus, staff recommends that this development be required to provide some percentage of parking in garages. If the percentage applied to multifamily developments is

applied to condominium units, then approximately 25 percent of the minimum number of parking spaces required would have to be provided in the form of garages.

The minimum number of parking spaces that would be required for the condominium development would be 336 (Building A: 160; Building B: 176). If the 25 percent requirement is applied then 84 garages should be provided.

Planning and Zoning Commission recommends: To accept the applicant's parking proposal for partially covered and at grade parking spaces. The Commission provided that due to the uniqueness of the proposed development and its integration of uses, garages should not be required for the condominium uses.

- G. Trash disposal regulations.** In PD, Planned Development District No. ____, Section 9.14, trash disposal regulations for residential zones should apply to all residential uses and the regulations for nonresidential zones should apply to all nonresidential uses.
- H. Portable storage unit regulations.** In PD, Planned Development District No. ____, Section 9.15, portable storage unit regulations in suburban and residential districts should apply to all residential uses.
- I. Outside placement, storage, sales, and services regulations.** Outside placement, storage, sales, and services should be prohibited within PD, Planned Development District No. ____.
- J. Landscaping regulations.** Except as provided herein, in PD, Planned Development District No. ____, Section 11, landscaping regulations should apply.

The applicant has submitted landscape plans meeting the application requirements provided in Section 11.11 of the City's zoning ordinance. Such plans, revised in accordance with the regulations as adopted will be required to be submitted as part of a building permit review.

Generally, the plans show the intention to comply with the requirements of Section 11 except as provided below.

Section 11.4.D. requires a minimum 20 foot deep transitional buffer yard when a nonresidential use adjoins a residential use located within a residential district. Type A screening, generally including the provision of an 8 foot tall masonry wall is required.

Type A screening is described as consisting of the following:

Type A screening. Screening composed of one of the following:

- a. *Masonry wall fencing a minimum eight feet in height and one canopy tree per 30 linear feet of buffer yard. Such fencing shall be located along property lines unless physical constraints exist that would prohibit such placement as determined by the director of development services.*

- b. *Opaque or near opaque live vegetative screening year-round from the ground to a height of at least eight feet at installation with intermittent screening providing a minimum of 25 percent screening during the growing season to a height of at least 20 feet at maturity. A wood fence, a minimum of eight feet in height, shall also be located along property lines unless physical constraints exist that would prohibit such placement as determined by the director of development services.*
- c. *Opaque or near opaque live vegetative screening year-round within wire trellising fencing a minimum eight feet in height at installation, provided that such fencing may only be located adjacent to a nonresidential use or a nonresidential district. Such fencing shall consist of a three-dimensional welded wire trellising system designed to allow growing space for plants or landscaping to mature into a dense screening mechanism. Such fencing shall be located along property lines unless physical constraints exist that would prohibit such placement as determined by the director of development services.*

Section 11.5.A. requires off-street parking to be screened from public view by either a solid evergreen hedge or a berm.

Section 11.5.B.1.b requires islands and/or diamonds to be provided throughout off-street parking areas.

Staff recommended: Adopt the landscape plans as proposed except that parking islands and diamonds should be added in accordance to Section 11.5.B.1.b. and any changes as required by the provision of a greenbelt, common open space or equivalent be added to the plan. As the plan is an integrated development, a transitional buffer yard should not be required between residential and nonresidential uses within the PD. Additionally, an evergreen hedge, berm or similar should be provided around the perimeter of the entire development and not required around the perimeter of parking areas within the development.

Planning and Zoning Commission recommends: To approve as staff recommended.

K. Parking regulations. In PD, Planned Development District No. ____, Section 12, parking regulations should apply.

The submitted master plan provides for parking as follows:

		Number of Units/Square Feet	Spaces per unit/Square Feet	Total Spaces Provided
Building (Condominium)	A	1 Bed: 32 2 Bed: 40 3 Bed: 8	1 Bed: 1.3 2 Bed: 2.0 4 Bed: 2.5	1 Bed: 42 2 Bed: 80 3 Bed: 20
Building (Condominium)	B	1 Bed: 40 2 Bed: 40	1 Bed: 1.3 2 Bed: 2.0	1 Bed: 52 2 Bed: 80

	3 Bed: 8	3 Bed: 2.5	3 Bed: 20
Townhomes	42	2 car garage	84
Commercial/Office*	Retail Commercial: 110,250 Office: 32,400	Retail/Commercial: 4 per 1,000 sf Office: 2.5 per 1,000 sf	Retail/Commercial: 441 Office: 81
NE Corner – Office	39,600 sq. ft.	2.5 per 1,000	200

*A 2 level parking structure is proposed to be provided for the commercial/retail area.

Section 12.2 would require the following parking distribution:

	Number of Units/Square Feet	Spaces per unit/Square Feet	Total Spaces Provided
Building A (Condominium)	80	2	160
Building B (Condominium)	88	2	176
Townhomes	42	2 car garage	84
Commercial/Office*	Retail Commercial: 110,250 sq. ft. Office: 32,400 sq. ft.	Retail/Commercial: Varies dependent upon commercial/retail uses; a restaurant or bar use would require the highest ratio of 8-15 spaces per 1,000 sq. ft. Office: 2.5 per 1,000 sf	Retail/Commercial: Varies dependent upon actual use. Office: 81
NE Corner – Office	39,600 sq. ft.	2.5 per 1,000	200

The difference between the parking proposed and what would be required includes a deficient number of spaces for both condominium buildings (Building A: -18; Building B: -24) and an unknown number required for actual commercial/retail uses located based upon the size of such use.

Staff recommended: Section 12.2.E. allows for a reduction of up to 25 percent in the minimum number of parking spaces for nonresidential development upon the submittal of an off-street parking study that has been prepared by a registered engineer, certified planner, or a licensed architect and that supports the reduction. The study is required to address in part, the size and type of the development, the anticipated rate of parking turnover, the anticipated peak parking and traffic loads for all uses and a shared parking analysis.

Staff recommends that the applicant provide a study as described to consider a reduction in parking for the condominium units if such reduction is desired. Otherwise, the total number of parking spaces as required should be provided.

Additionally, the number of parking spaces for commercial, retail and office uses should be approved as provided on the site plans provided that landscaping as required by the PD is provided accordingly.

Planning and Zoning Commission recommends: Due to the integrated nature of the development, the site plan shows sufficient parking for the proposed uses. The Commission recommends accepting the amount of parking as shown for each use.

- L. Sign regulations.** In PD, Planned Development District No. ____, Section 13, sign regulations for residential zones should apply to all residential uses and the regulations for nonresidential zones should apply to all nonresidential uses.
- M. Fence regulations.** In PD, Planned Development District No. ____, Section 14, fence regulations for residential zones should apply to all residential uses and the regulations for nonresidential zones should apply to all nonresidential uses. The building regulations for LC-3, retail restricted district should apply in PD, Planned Development District No. ____.
- N. Amenities.** In PD, Planned Development District No. ____, Section 7.7.L., amenities should apply to condominium uses.

Along the Highway 6 frontage, a multi-purpose club house and large meeting room would be provided as amenities for residents.

Staff recommended: To require the multi-purpose club house as presented to be constructed along with the first condominium building constructed.

Planning and Zoning Commission recommends: To approve as staff recommended.

O. Minor Modifications.

During the Commission's discussion, the need to provide some flexibility for future changes to the proposed development was brought up.

Staff recommended: Apply parameters similar to what has been established in PD, Planned Development District #95 to allow what changes would constitute a minor modification and what changes would constitute a major modification requiring an amendment to the ordinance, if approved.

Planning and Zoning Commission recommends: To approve as staff recommended.

P. Development schedule.

The Commission discussed a phasing schedule to be applied to mix the uses proposed within each Phase and not allow for Phase I to only consist of residential uses.

Staff recommended: Apply parameters similar to what has been established in PD, Planned Development District #96 to allow for a percentage of the residential development to be constructed alongside nonresidential development and allow for the balance upon established performance standards for the nonresidential development.

Planning and Zoning Commission recommends: To approve as staff recommended provided that staff work with the applicant to establish what the appropriate threshold should be for each phase.

Q. Ingress and egress. All driveways and off-street parking areas, including locations, should comply with the City's Infrastructure Standards.

R. Utilities. All utilities shall comply with the City's Public Infrastructure Design Standards.

- a. **Water and Sewer Service.** Most of the subject tract is served by Fort Bend County Municipal Utility District #46
- b. **Drainage.** The subject tract is within the Flat Bank Creek watershed.

S. Platting. The site is required to be platted.

T. Parkland dedication. The residential uses would be required to dedicate land for neighborhood parks in accordance with Section 82-174 of the City's subdivision ordinance.

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



**DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division**

1522 Texas Parkway
Missouri City, Texas 77489
281-403-8600 (Office) ■ 281-208-5551 (Fax)
www.missouricitytx.gov

APPLICATION FOR:

Check One:

- SPECIFIC USE PERMIT
- SPECIFIC USE PERMIT AMENDMENT
- PLANNED DEVELOPMENT DISTRICT
- PLANNED DEVELOPMENT DISTRICT AMENDMENT

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)
FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

Date of Application:

1. Project Name: <u>Brazos Lakes Mixed Use Development</u>	
2. Address/Location of Property: <u>South of U.S. Hwy 16 near Oilfield Rd.</u>	
3. Applicant's Name: <u>Justin A. Schrader</u>	
Mailing Address: <u>1904 N. Grand Pkwy, Katy, TX 77449</u>	
Phone No.: <u>(713) 953-5232</u>	
Email: <u>jschrader@LJA.com</u>	
4. Status of Applicant: Owner <input type="checkbox"/> <u>Agent</u> <input type="checkbox"/> Attorney <input type="checkbox"/> Trustee <input type="checkbox"/> Corporation <input type="checkbox"/> Relative <input type="checkbox"/> (If other than Owner, submit written authorization from Owner with application.)	
5. Property Owner: <u>T.M. Chen & Kah K. Tan</u>	
Mailing Address: <u>11650 Hwy 16 Sugar Land, TX 77478</u>	
Phone No.: <u>(281) 340-4116</u>	
Email: <u>kahte.kw.com</u>	
6. Existing Zoning District: <u>LC-3</u>	
7. Total Acreage: <u>24.448 AC</u>	
8. Proposed Development and Reasons for Application: <u>Mixed Use (Commercial, Residential, etc.) PD application</u>	
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.): <u>See metes and bounds attached.</u>	
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts): <u>see tax statements attached</u>	
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One): YES <input type="checkbox"/> <u>NO</u> <input checked="" type="checkbox"/> (If yes, submit with application.)	
12. Does this application include an Architectural Design Review: (Circle One): <u>YES</u> <input checked="" type="checkbox"/> NO <input type="checkbox"/> (If yes, see page 8, Exhibit C for materials required to be submitted.)	
FILING FEE: \$1,200.00	

Hand deliver completed application form with the filing fee and required information to:

**Development Services Department
1522 Texas Parkway (FM 2234)
Missouri City, TX 77489**

By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.

Justin A. Schrader, PE
Print Name of Applicant

Kah K. Tan
Print Name of Property Owner

Justin A. Schrader, PE
Signature of Applicant

[Signature]
Signature of Property Owner, Agent or Attorney

To Whom It May Concern.

This is to certify that I under signed authorize Mr. Kah K. Tan to represent my companies, the Ming and Su Development LLC and Golden Power Holding, Inc., to apply the PD Zoning of Brazos Lakes Development from Missouri City.

 7/18/2018

Tie Ming Chen,
1715, Shoreline Drive,
Missouri City, Tx 77458.

STOA



BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL
MIX-USE DEVELOPMENT MASTER PLAN | MISSOURI CITY, TEXAS
STOA INTERNATIONAL ARCHITECTS | M.BOLULLO R.A. DESIGN ARCHITECT

**BRAZOS LAKE – HIGHWAY 6
MIXED-USE RESIDENTIAL / COMMERCIAL DEVELOPMENT
MISSOURI CITY, TEXAS**

DEVELOPMENT DESCRIPTION:

IN THE LAST DECADE, THE CONCEPT OF MIXED-USE HAS BEEN THE MAIN FOCUS OF DEVELOPMENTS IN MANY COMMUNITIES THROUGHOUT THE HOUSTON AREA. THE NEW DEMAND FOR STRONG IDENTITY AND LOCAL PARTICIPATION IN THE ECONOMIC DEVELOPMENT IN THE MARKET PLACE, REQUIRES, ALSO, A DESTINATION POINT.

THIS DEVELOPMENT PROPOSES A COMBINATION OF FUNCTIONS AND USERS THAT SUPPORTS EACH OTHER AND ESTABLISHES THAT FOCAL POINT AND IS THE COMBINATION OF THE RESIDENTIAL BUILDINGS AND TOWNHOMES, AND THE COMMERCIAL PLAZA.

ALSO THE CREATION OF SPACES WITH ATTENTION TO DETAILS AND QUALITY MATERIALS TO OFFER AN INTIMATE AND BALANCE ENVIRONMENT. RETAIL SHOPS, RESTAURANTS, CAFES, LOUNGES, RECREATION AND OPEN TERRACES WILL COMPLEMENT THE INDIVIDUAL IDENTITIES REQUIRED BY THE DEVELOPMENT, AND INTEGRATING FUNCTIONS WITH THE ENVIRONMENT. VISITORS WILL BE PROVIDED WITH A RELAXED AND OPEN VIEWS ATMOSPHERE, EXTENDED THROUGH A LANDSCAPED COMBINATION OF COURTYARDS AND TERRACES.

AT THE GROUND FLOOR LANDSCAPED OPEN MALL THE INDIVIDUAL SHOP STOREFRONTS COLLECTIVELY AND AS PART OF THE DESIGN INTENT WILL OFFER CONTIGUOUS CANOPY, LARGE TRANSPARENT EXTERIOR WALLS ALLOWING STRONG INDOOR AND OUTDOOR PARTICIPATION.

VERTICAL AND HORIZONTAL POINTS OF ACCESS TO MULTI ACTIVITIES, ALSO DIRECTED TO THE UPPER LEVELS.

DUE TO THE REQUIREMENTS OF THE SITE IN ORDER TO WATER-RETENTION CONTROL, MANAGEMENT AND SITE SUSTAINABILITY, THE DESIGN PROPOSES A SERIES OF RAINWATER RECOVERY SYSTEMS, GREEN ROOF TERRACES AND THE GROUND FLOOR OPEN MALL, PLAZAS AND COURTYARDS, WILL ALLOW THE WATER TO BE COLLECTED AND RE-ROUTED ACCORDING TO THE PARTICULAR AND CIRCUMSTANTIAL DEMANDS.

THIS GREEN DESIGN WILL BE IMPLEMENTED AS THE DEVELOPMENT PROGRESSES WITH THE RESIDENTIAL AND COMMERCIAL BUILDINGS.

MARIO BOLULLO, R.A.
DESIGN ARCHITECT

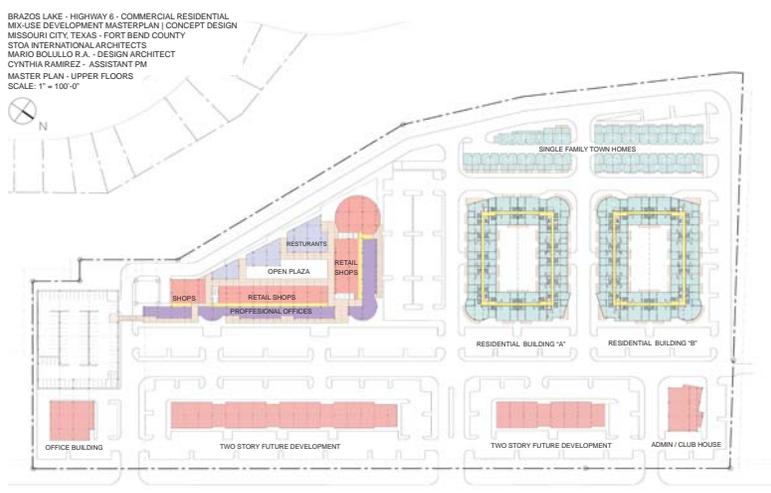


RESIDENTIAL



COMMERCIAL





BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL
MIX-USE DEVELOPMENT MASTERPLAN | CONCEPT DESIGN
MISSOURI CITY, TEXAS - FORT BEND COUNTY
STGA INTERNATIONAL ARCHITECTS
MARIO BOLLULLO R.A. - DESIGN ARCHITECT



RESIDENTIAL BUILDINGS 'A' & 'B'
SIDE ELEVATION
SCALE: 1" = 20'-0"
CYNTHIA RAMIREZ - ASSISTANT PM

RESIDENTIAL TOWNHOMES
SIDE ELEVATION
SCALE: 1" = 20'-0"

BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL
MIX-USE DEVELOPMENT MASTERPLAN | CONCEPT DESIGN
MISSOURI CITY, TEXAS - FORT BEND COUNTY
STGA INTERNATIONAL ARCHITECTS
MARIO BOLLULLO R.A. - DESIGN ARCHITECT



RESIDENTIAL BUILDING 'A'
SIDE ELEVATION
SCALE: 1" = 20'-0"
CYNTHIA RAMIREZ - ASSISTANT PROJECT MANAGER

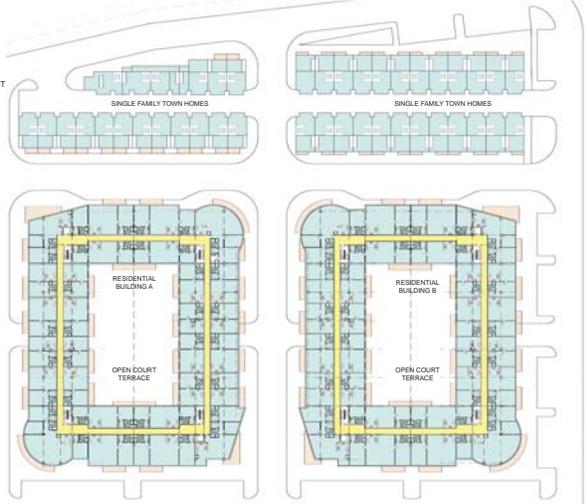
RESIDENTIAL BUILDING 'B'
SIDE ELEVATION
SCALE: 1" = 20'-0"

BRAZOS LAKE - HIGHWAY 6
 MIX-USE DEVELOPMENT MASTERPLAN
 CONCEPT DESIGN
 MISSOURI CITY, TEXAS
 FORT BEND COUNTY
 STOA INTERNATIONAL ARCHITECTS
 MARIO BOLLUJO P.L.A. - DESIGN ARCHITECT
 CYNTHIA RAMIREZ - ASSISTANT PM



PHASE I - RESIDENTIAL
 GROUND FLOOR PLAN
 BUILDINGS A & B
 SCALE: 1" = 50'-0"

BRAZOS LAKE - HIGHWAY 6
 MIX-USE DEVELOPMENT MASTERPLAN
 CONCEPT DESIGN
 MISSOURI CITY, TEXAS
 FORT BEND COUNTY
 STOA INTERNATIONAL ARCHITECTS
 MARIO BOLLUJO P.L.A. - DESIGN ARCHITECT
 CYNTHIA RAMIREZ - ASSISTANT PM



PHASE I - RESIDENTIAL
 UPPER FLOOR PLAN
 BUILDINGS A & B
 SCALE: 1" = 20'-0"

BRAZOS LAKE - HIGHWAY 6
COMMERCIAL - RESIDENTIAL
MIXED-USE DEVELOPMENT
MISSOURI CITY, TEXAS

ARCHITECTURAL PROGRAMMING:

PHASE 1 - RESIDENTIAL:

A TOTAL OF 168 SUITES WILL BE PROVIDED IN TWO BUILDINGS, 'A' AND 'B' WITH 80 AND 88 SENIOR CONDOMINIUM UNITS, DISTRIBUTED IN A THREE, FOUR, AND FIVE FLOOR LEVELS, AND ON TOP OF A ONE LEVEL PARKING STRUCTURE PARTIALLY UNDERGROUND AND COVERED WITH A LANDSCAPED PARKING ROOF TERRACE.

BUILDING 'A' SUITE TYPES:

TYPE ST - A1 - 1 BEDROOM - 32 U.	@ 980 SF./EA.	= 31,360 SF. NET.
TYPE ST - A2 - 2 BEDROOM - 16 U.	@ 1,260 SF./EA.	= 20,160 SF. NET.
TYPE ST - A3 - 2 BEDROOM - 16 U.	@ 1,330 SF./EA.	= 21,320 SF. NET.
TYPE ST - A4 - 2 BED. + DEN - 8 U.	@ 1,420 SF./EA.	= 11,360 SF. NET.
TYPE ST - A5 - 3 BEDROOM - 8 U.	@ 1,480 SF./EA.	= 11,840 SF. NET.
TOTAL BUILDING NET LIVING AREA	= 80 UNITS	= 95,840 SF. NET.

BUILDING SUPPORT AREAS:

CORRIDORS	= 3 LEVELS @ 3,600 SF. (1 ST TO 3 RD)	= 10,800 SF.
	= 1 LEVEL @ 2,800 SF. (4 TH)	= 2,800 SF.
	= 1 LEVEL @ 800 SF. (5 TH)	= 800 SF.
STAIRS @ 195 SF./EA.	= 4 LEVELS @ 4 = (1 ST TO 4 TH)	= 3,120 SF.
ELEVATOR LOBBY	= 1 LEVEL @ 2 = (5 TH)	= 380 SF.
UTILITY ROOMS	= 2 @ 600 SF/EA.	= 1,200 SF.
TOTAL SUPPORT AREAS	= 5 @ 120 SF/EA.	= 600 SF.
TOTAL BUILDING GROSS FLOOR AREA:		= 115,550 SF.

SUITE TYPE DISTRIBUTION:

LEVEL:	TYPE	ST-1	ST-2	ST-3	ST-4	ST-5	
FIRST	TYPE	8	4	4	2	2	= 20 U.
SECOND	TYPE	8	4	4	2	2	= 20 U.
THIRD	TYPE	8	4	4	2	2	= 20 U.
FOURTH	TYPE	8	2	2	1	1	= 14 U.
FIFTH	TYPE	2	2	1	1		= 6 U.
TOTAL:	TYPE	32	16	16	8	8	= 80 U.

BUILDING 'B' SUITE TYPES:

TYPE ST - B1 - 1 BEDROOM - 40 U.	@ 980 SF./EA.	= 39,200 SF. NET.
TYPE ST - B2 - 2 BEDROOM - 16 U.	@ 1,260 SF./EA.	= 20,160 SF. NET.
TYPE ST - B3 - 2 BEDROOM - 16 U.	@ 1,320 SF./EA.	= 21,120 SF. NET.
TYPE ST - B4 - 2 BED. + DEN - 8 U.	@ 1,420 SF./EA.	= 11,360 SF. NET.
TYPE ST - B5 - 3 BEDROOM - 8 U.	@ 1,480 SF./EA.	= 11,840 SF. NET.
TOTAL BUILDING NET LIVING AREA	= 88 UNITS	= 103,680 SF. NET.

BUILDING SUPPORT AREAS:

CORRIDORS	= 3 LEVELS @ 3,600 SF. (1 ST TO 3 RD)	= 10,800 SF.
	= 1 LEVEL @ 3,080 SF. (4 TH)	= 3,080 SF.
	= 1 LEVEL @ 800 SF. (5 TH)	= 800 SF.
STAIRS @ 195 SF./EA.	= 4 LEVELS @ 4 = (1 ST TO 4 TH)	= 3,120 SF.
ELEVATOR LOBBY	= 1 LEVEL @ 2 = (5 TH)	= 380 SF.
UTILITY ROOMS	= 2 @ 600 SF/EA.	= 1,200 SF.
TOTAL SUPPORT AREAS	= 5 @ 120 SF/EA.	= 600 SF.
TOTAL BUILDING GROSS FLOOR AREA:		= 123,670 SF.

SUITE TYPE DISTRIBUTION:

LEVEL:	TYPE	ST-1	ST-2	ST-3	ST-4	ST-5	
FIRST	TYPE	10	4	4	2	2	= 22 U.
SECOND	TYPE	10	4	4	2	2	= 22 U.
THIRD	TYPE	10	4	4	2	2	= 22 U.
FOURTH	TYPE	10	2	2	1	1	= 16 U.
FIFTH	TYPE	2	2	1	1		= 6 U.
TOTAL:	TYPE	40	16	16	8	8	= 88 U.

RESIDENTIAL ADMINISTRATION OFFICE AND MULTI-PURPOSE CLUB HOUSE:

BUILDING LOCATED AT THE NORTHWEST CORNER OF THE SITE AND FRONTING HIGHWAY 6.

GROUND FLOOR = 5,400 SF. TO INCLUDE: ENTRY HALL; RESTROOMS; KITCHEN/SERVRY; MULTI-PURPOSE HALL; LARGE MEETING ROOM.

SECOND FLOOR = 2,000 SF. TO INCLUDE THE MANAGEMENT OFFICE.

SURFACE PARKING PROVIDE FOR 30 CARS @ 380 SF./C = 11,400 SF.



RESIDENTIAL BUILDINGS A & B - PERSPECTIVE VIEW
BRAZOS LAKE - HIGHWAY 6 - MIX-USE DEVELOPMENT MASTERPLAN - CONCEPT DESIGN
STCA INTERNATIONAL ARCHITECTS | MARKO BOLLULO R.A. DESIGN ARCHITECT

BRAZOS LAKE - HIGHWAY 6
MIX-USE DEVELOPMENT MASTERPLAN
CONCEPT DESIGN
MISSOURI CITY, TEXAS
FORT BEND COUNTY
STOA INTERNATIONAL ARCHITECTS
MARIO BOLILLO P.L.A. - DESIGN ARCHITECT
CYNTHIA RAMIREZ - ASSISTANT PM



RESIDENTIAL BUILDINGS "A" & "B"
LONGITUDINAL SECTION
SCALE: 1" = 20'-0"

RESIDENTIAL TOWNHOMES
CROSS SECTION
SCALE: 1" = 20'-0"

BRAZOS LAKE - HIGHWAY 6
MIX-USE DEVELOPMENT MASTERPLAN
CONCEPT DESIGN
MISSOURI CITY, TEXAS
FORT BEND COUNTY
STOA INTERNATIONAL ARCHITECTS
MARIO BOLLULO P.A. - DESIGN ARCHITECT
CYNTHIA RAMIREZ - ASSISTANT PM



RESIDENTIAL BUILDINGS 'A'
CROSS SECTION
SCALE: 1" = 20'-0"

RESIDENTIAL BUILDINGS 'B'
CROSS SECTION
SCALE: 1" = 20'-0"

PARKING SPACES REQUIRED:

BUILDING 'A' REQUIRED:
1 BEDROOM UNIT = 32 @ 1.3 CARS/U. = 42
2 BEDROOM UNIT = 40 @ 2.0 CARS/U. = 80
3 BEDROOM UNIT = 8 @ 2.5 CARS/U. = 20
TOTAL: 142 CARS

PROVIDED:
PARKING STRUCTURE PARTIALLY UNDERGROUND:
100 CARS @ 340 SF./CAR = 34,000 SF
48 CARS AT GRADE @ 300 SF./CAR = 14,400 SF
TOTAL PROVIDED: 148 CARS

BUILDING 'B' REQUIRED:
1 BEDROOM UNIT = 40 @ 1.3 CARS/U. = 52
2 BEDROOM UNIT = 40 @ 2.0 CARS/U. = 80
3 BEDROOM UNIT = 8 @ 2.5 CARS/U. = 20
TOTAL: 152 CARS

PROVIDED:
PARKING STRUCTURE PARTIALLY UNDERGROUND:
100 CARS @ 340 SF./CAR = 34,240 SF
52 CARS AT GRADE @ 300 SF./CAR = 15,760 SF
TOTAL PROVIDED: 152 CARS

SINGLE FAMILY UNIT TOWNHOMES:

42 UNITS @ 720 SF./FLOOR AT 3 FLOORS = 2,160 SF. PER UNIT
TOTAL: 42 U. @ 2,160 SF./U.A. = 90,720 SF.

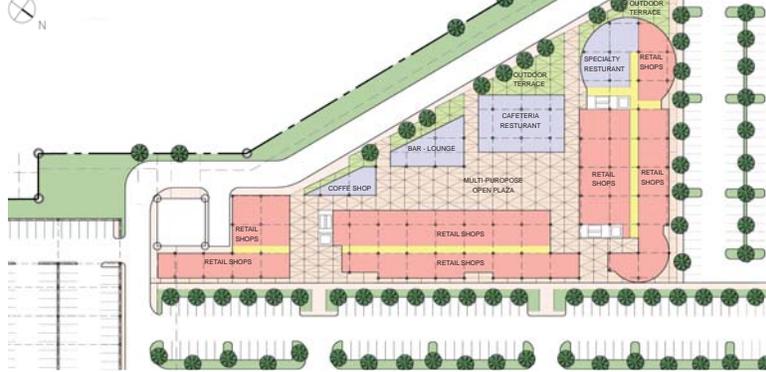
UNIT DESCRIPTION:
FIRST FLOOR: ENTRY HALL / DEN / TOILET & LAUNDRY / TWO CAR GARAGE
SECOND FLOOR: LIVING ROOM / DINING ROOM / KITCHEN/FAMILY ROOM
THIRD FLOOR: MASTER BEDROOM + CLOSET & BATHROOM
TWO BEDROOMS + CLOSETS & BATHROOM

ADDITIONAL 21 CARS AT GRADE FOR VISITORS AND EXTRA SPACES
TOTAL DEVELOPMENT RESIDENTIAL UNITS = 210 SUITES AND HOUSES



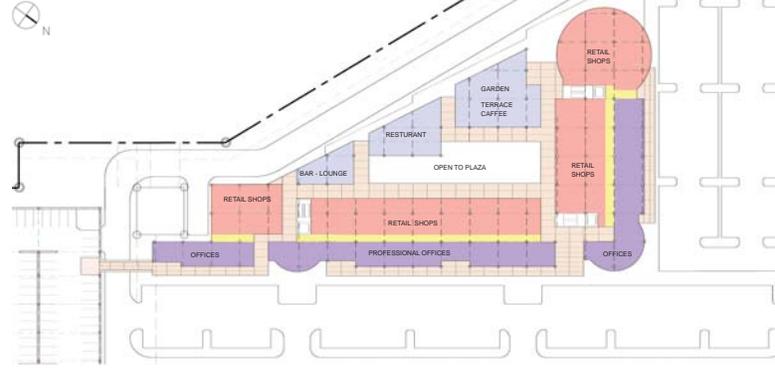
BRAZOS LAKE - HIGHWAY 6
 MIX-USE DEVELOPMENT MASTERPLAN
 CONCEPT DESIGN
 MISSOURI CITY, TEXAS - FORT BEND COUNTY
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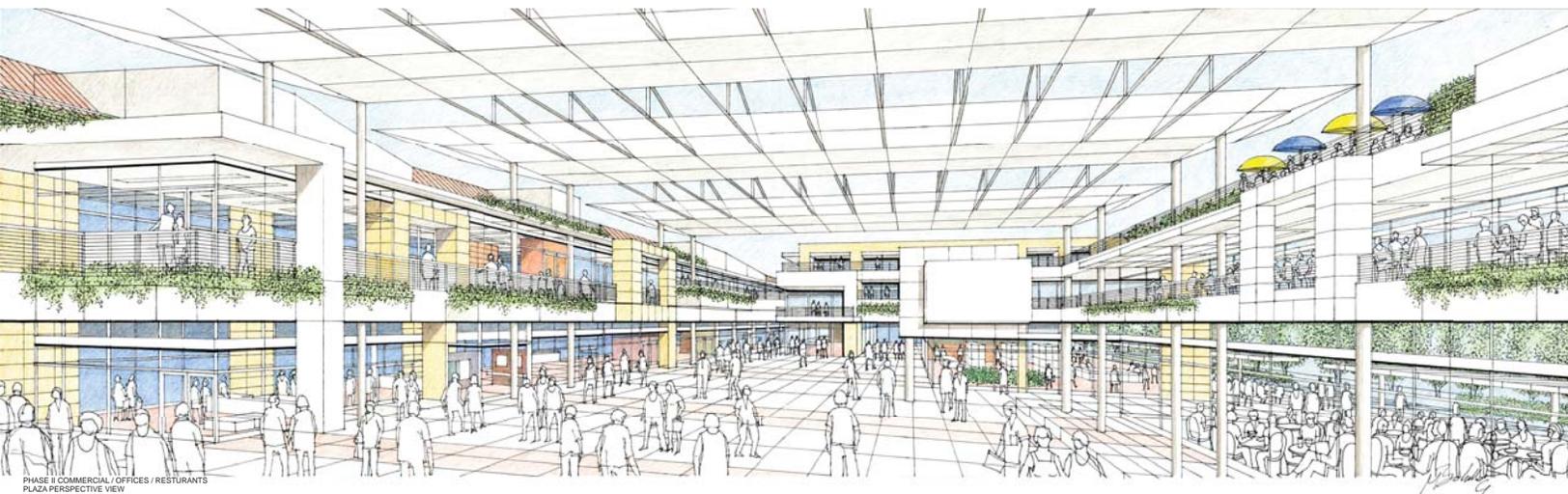
PHASE II COMMERCIAL
 GROUND FLOOR PLAN
 SCALE: 1" = 50'-0"



BRAZOS LAKE - HIGHWAY 6
 MIX-USE DEVELOPMENT MASTERPLAN
 CONCEPT DESIGN
 MISSOURI CITY, TEXAS - FORT BEND COUNTY
 STOA INTERNATIONAL ARCHITECTS
 MARIO BOLLILLO R.A. - DESIGN ARCHITECT
 CYNTHIA RAMIREZ - ASSISTANT PM

PHASE II COMMERCIAL
 UPPER FLOOR PLAN
 SCALE: 1" = 50'-0"





PHASE II COMMERCIAL / OFFICES / RESTURANTS
PLAZA PERSPECTIVE VIEW

BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL
MIX-USE DEVELOPMENT MASTERPLAN | CONCEPT DESIGN
MISSOURI CITY, TEXAS - FORT BEND COUNTY
STGA INTERNATIONAL ARCHITECTS
MARIO BOLLULLO R.A. - DESIGN ARCHITECT
CYNTHIA RAMIREZ - ASSISTANT PM



PHASE II - COMMERCIAL / OFFICES / RESTURANTS
NORTH - EAST ELEVATION
SCALE: 1" = 20'-0"

BRAZOS LAKE - HIGHWAY 6 - COMMERCIAL RESIDENTIAL
MIX-USE DEVELOPMENT MASTERPLAN | CONCEPT DESIGN
MISSOURI CITY, TEXAS - FORT BEND COUNTY
STGA INTERNATIONAL ARCHITECTS
MARIO BOLLULLO R.A. - DESIGN ARCHITECT
CYNTHIA RAMIREZ - ASSISTANT PM



PHASE II - COMMERCIAL / OFFICES / RESTURANTS
SOUTH - WEST ELEVATION
SCALE: 1" = 20'-0"

PHASE II - COMMERCIAL / OFFICES / RESTAURANTS:

TWO LEVEL BUILDING STRUCTURES WITH A CENTRAL OPEN PEDESTRIAN - MULTI-PURPOSE ENTRY PLAZA PROVIDING VERTICAL AND HORIZONTAL ACCESS TO UNDERCOVER GALLERIES AND SECOND LEVEL PEDESTRIAN MALL AND CORRIDORS.

A TWO LEVEL BUILDING COMPLEX FRONTS THE LAKE, ALSO PROVIDING RESTAURANTS / SPECIALTY GARDEN CAFES AND OUTDOOR SEATING TERRACES AND INDOOR/OUTDOOR LOUNGES.

BUILDING AREAS DISTRIBUTION:

GROUND FLOOR RETAIL SHOPS	57,800 SF.
PEDESTRIAN GALLERY AND ACCESS CORRIDORS	19,500 SF.
MULTI-PURPOSE OPEN PLAZA	22,200 SF.
FOOD AND BEVERAGE RETAIL AREAS	14,100 SF.
TOTAL GROUND FLOOR GROSS FLOOR AREA	113,600 SF.
SECOND FLOOR COMMERCIAL RETAIL	25,200 SF.
COMMERCIAL OFFICES	34,400 SF.
PEDESTRIAN MALL AND CORRIDORS	18,500 SF.
TOTAL SECOND FLOOR GROSS FLOOR AREA	78,100 SF.
TOTAL BUILDING GROSS FLOOR AREA:	173,400 SF.

PARKING SPACES REQUIRED:			
RETAIL COMMERCIAL AREAS	= 110,250 SF.	@ 41,000 CARS	= 441
COMMERCIAL OFFICES	= 32,400 SF.	@ 2.5 / 1,000	= 81
TOTAL CARS =			522

PROVIDED:			
TWO LEVEL PARKING STRUCTURE	= 200 CARS	@ 340 SF. / C	= 68,000 SF.
AT GRADE PARKING =	236 CARS	@ 380 SF. / C	= 89,680 SF.
TOTAL PROVIDED =	528 CARS		

COMMERCIAL OFFICE BUILDING:			
LOCATED AT THE NORTH-EAST CORNER OF THE SITE AND FRONTING HIGHWAY 6			
BUILDING AREAS DISTRIBUTION:			
GROUND FLOOR RETAIL SHOPS	= 14,400 SF. GROSS		
3 OFFICE FLOOR LEVELS @ 8,400 SF. / EA.	= 25,200 SF. GROSS		
TOTAL BUILDING GROSS FLOOR AREA	= 39,600 SF.		

PARKING - 34,600 SF.	@ 2.5 / 1,000	= 100 CARS
AT GRADE PARKING = 100 CARS	@ 380 SF. / C	= 38,000 SF.

Marco Botulfo, R.A.
Architect



SOUTHWEST PERSPECTIVE VIEW
RESTAURANTS COMPLEX AND OPEN TERRACES

M. Botulfo



Lowes

Kroger

Murphy Express Gas Station

CubeSmart Self Storage

QUAIL VALLEY THUNDERBIRD

Subject Site

Public Storage

COLONY LAKES

Excel Urgent Care

PEBBLE CREEK AT RIVERSTONE

Legend

-  Brazos Lakes Mixed Use
-  City Limits Line.lyr

1 inch = 500 feet



Fort Bend Independent

July 18, 2018

Page 5



City of Missouri City

NOTICE OF PUBLIC HEARING

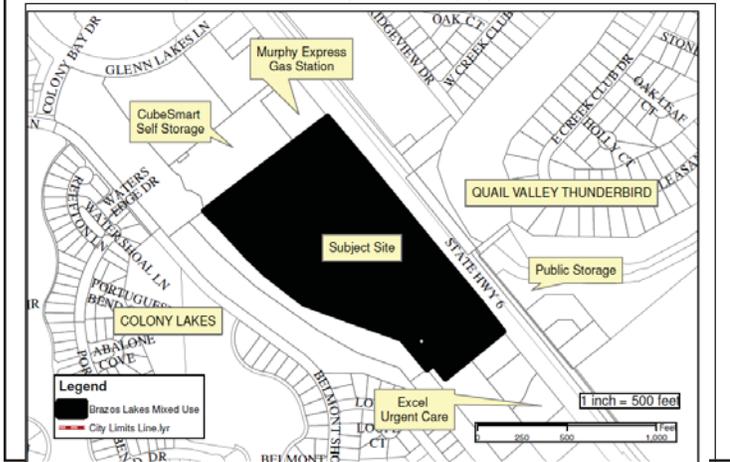
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, August 6, 2018, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Justin Schrader, LJA to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The subject site is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

SITE LEGAL DESCRIPTION: The subject site can be described as being a tract of land containing 24.506 acres, located in the David Bright League, A-13, in Fort Bend County, Texas, said 24.506 acre tract being all of a called 22.507 acre tract of land recorded in the name of Golden Power Capital, LLC, in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2016086714 and all of a called 2.0 acre tract of land recorded in the name of Ming & Shu Development, LLC, in F.B.C.C.F. No. 2010106905, save and except a called 0.0574 acre tract of land recorded in the name of Fort Bend County Municipal Utility District No. 46 in F.B.C.C.F. No. 2005084273, leaving a net acreage of 24.448 acres of land.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.





DEVELOPMENT SERVICES - PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

**NOTICE OF PUBLIC HEARING
TO ADJOINING PROPERTY OWNERS
WITHIN 200 FEET OF PROPERTY SUBJECT TO REZONING**

DATE OF NOTICE: JUNE 29, 2018

LOCATION/DATE: The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, July 11, 2018, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Justin Schrader, LJA to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.

Mailing labels for adjoining property owners

Texas Department of Transportation PO Box 1386 Houston, TX 77251-1386	Texas Transportation Commission PO Box 1386 Houston, TX 77251-1386	Golden Power Capital, LLC 1715 Shoreline DR Missouri City, TX 77459-1681
FT Bend MUD #46 3 E Greenway PLZ, STE 2000 Houston, TX 77046-0307	Ming & Shu Development, LLC 1715 Shoreline DR Missouri City, TX 77459-1681	CCP/ Shurgard Venture, LLC c/o Public Storage Dept PT-/TX 08383 PO Box 25025 Glendale CA 91201-5025
Fort Bend County 301 Jackson ST, RM 101 Richmond, TX 77469-3108	Shaffer Robert F. & Susan R. 6705 Highway 6 Missouri City, TX 77459-4119	Happy Hoa Chuong, LLC 7426 Dresden AVE Sugar Land, TX 77479-2785
United Max Brazos 489, LLC 9889 Bellaire BLVD, STE 117A Houston, TX 77036-3467	Xu Wendong & Mei Liu 6811 Loupe LN Missouri City, TX 77459-4713	Schneider Alan J. & Ann J 6815 Loupe LN Missouri City, TX 77459-4713
Zhang Qun Kevin & Lin Yin 6819 Loupe LN Missouri City, TX 77459-4713	Chen Annie 6823 Loupe LN Missouri City, TX 77459-4713	Thomas Anice V. & Baby P 6827 Loupe LN Missouri City, TX 77459-4713
Anderson Cecile W. & Roland B 6831 Loupe LN Missouri City, TX 77459-4713	John Joseph & Sally Joseph 6835 Loupe LN Missouri City, TX 77459-4713	Dickson Sugitha & Duraimony 6839 Loupe LN Missouri City, TX 77459-4713
Colony Storage LP 675 Bering DR, STE 500 Houston, TX 77057-6805	Murphy Oil USA, INC PO Box 7300 El Dorado, AR 71731-7300	Thunderbird Utility District PO Box 515 Missouri City, TX 77459-0515
Colony Lakes: Sunni West, Crest Management Company sunnil.west@crest-management.com	«Next Record»«AddressBlock» MAX CLELAND FBISD 16431 LEXINGTON BLVD SUGAR LAND TX 77479	6615 Highway 6, LP 6440 Oilfield RD Sugar Land, TX 77479-9658
«Next Record»«AddressBlock»	«Next Record»«AddressBlock»	«Next Record»«AddressBlock»
«Next Record»«AddressBlock»	«Next Record»«AddressBlock»	«Next Record»«AddressBlock»

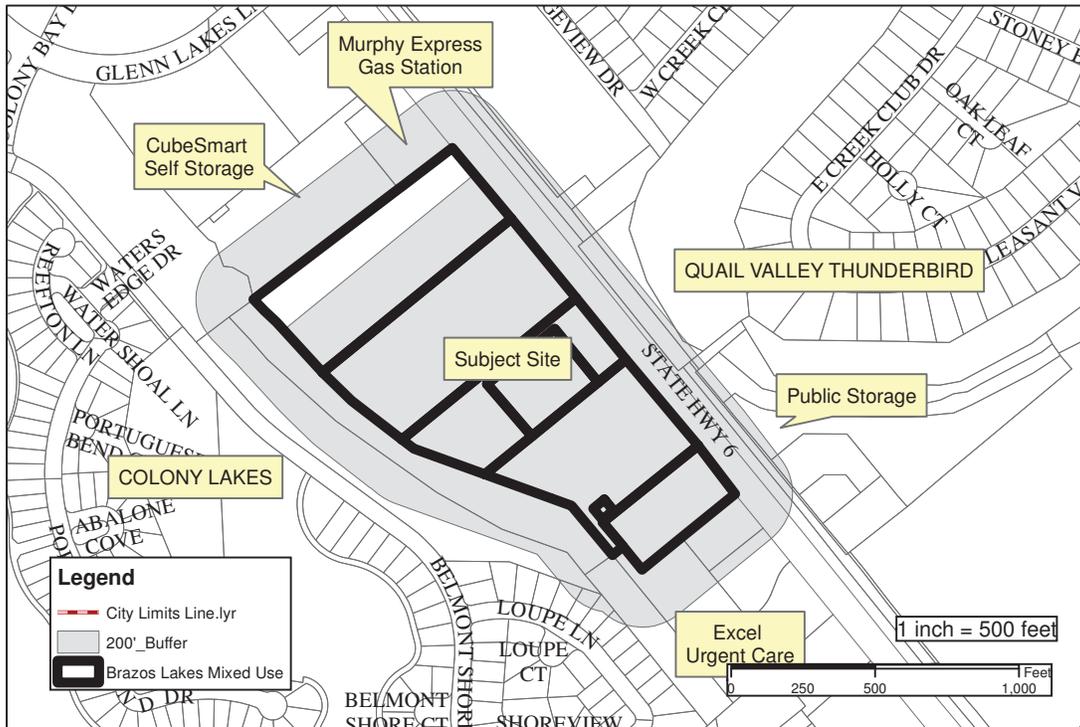
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: Brazos Lakes Mixed Use - PD
City Council First Reading: August 6, 2018

Protest Letters Received

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
None		
Total Area Represented by Protest(s):		-
Total Land Area <i>Including</i> Subject Site:		3,049,569.04
Subject Site <i>Only</i> Land Area:		1,065,042.00
Total Land Area <i>Only Within 200 Feet</i> of Subject Site:		1,984,527.04
Protest(s) Percentage of Land Area Within 200 Feet:		0%

Note: A total of 0 letters of support and 1 letter of protest have been received for the application request as of August 2, 2018.





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 29, 2018

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, July 11, 2018
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Justin Schrader, LJA to rezone an approximate 24.45 acre tract of land from LC-3, retail district to PD, Planned Development District to allow for a mixed use commercial and residential development, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

[X] I/We protest this proposed rezoning because

Colony Lakes Subdivision should be in I zone

___ I/We support this proposed rezoning because

[Empty box for support reasons]

Sincerely, JOSEPH JOHN

Signature [Handwritten Signature]

Print Name COLONY LAKE

Street Address

Subdivision

[Redacted]

Return to:

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 208-5551

Phone Number

[Redacted]

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

JOSEPH JOHN, Sally JOSEPH

[Handwritten Signature]

City of Missouri City, TX

Print Name

Signature

Received

JUL 11 2018

Planning Division



**Council Agenda Item
August 6, 2018**

7. **PUBLIC HEARINGS AND RELATED ACTIONS**
 - (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

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(a) Consider acceptance of gift deed from Taylor Morrison of Texas, Inc., to City of 10.0 acres parkland
Submitted by: Jason S. Mangum, Parks & Recreation Director

SYNOPSIS

The subject parkland was dedicated to the city as part of the Hagerson Road Tract development of 97.8 acres and approximately 304 residential lots by Taylor Morrison Homes. In accordance with Section 82-174 of the City's Code of Ordinances, the developer was required to dedicate the minimum amount of 3.04 acres. In addition to the required acreage the developer agreed to convey an additional 6.06 acres of parkland for a total of 10.0 acres.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Have quality development through buildout.

BACKGROUND

The proposed 10 acres of parkland was approved as part of the parkland dedication process by City Council on February 5, 2018; Planning and zoning on January 10, 2018; and the Parks Board at their December 2017 meeting. The land donation will provide 10 acres of parkland in park zone 11 off Hagerson Road between the Brazos River and the levee.

The donation will provide needed parkland with mature trees in an area of the city with little public parkland.

BUDGET ANALYSIS

The only costs to City, in addition to Staff time, will be County Clerk's fee to record the executed deed.

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

SUPPORTING MATERIALS

1. Executed Gift Deed
2. Map/Survey of Subject Property

STAFF'S RECOMMENDATION

Staff recommends acceptance of the gift deed.

Director Approval:

Jason S. Mangum, CPRE

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

Scott R. Elmer, P.E.

GENERAL WARRANTY DEED

Date: July 17, 2018

Grantor: Taylor Morrison of Texas, Inc., William Dalton, Vice President

Grantor's Mailing Address: 5353 W. Sam Houston Pkwy. N., Suite 190
Houston TX 77041

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 \$100,000.00.

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

Reservations from Conveyance: None.

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 17th day of July 2018.

TAYLOR MORRISON OF TEXAS, INC.,
a Texas Corporation

By: 
Name: William Dalton
Title: Vice President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 17th day of July, 2018, by William Dalton, Vice President of Taylor Morrison of Texas, Inc., on its behalf.

(SEAL)




Notary Public

Exhibit A

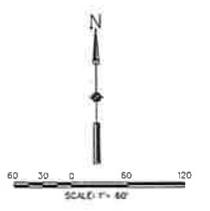
CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	CHORD LENGTH (FEET)	DELTA ANGLE (DEG. MIN. SEC.)	CHORD BEARING	CHORD LENGTH (FEET)
01	130.84	130.80	134° 48' 30"	S64° 09' 48" E	130.80
02	130.75	130.60	134° 48' 30"	S64° 09' 48" E	130.60

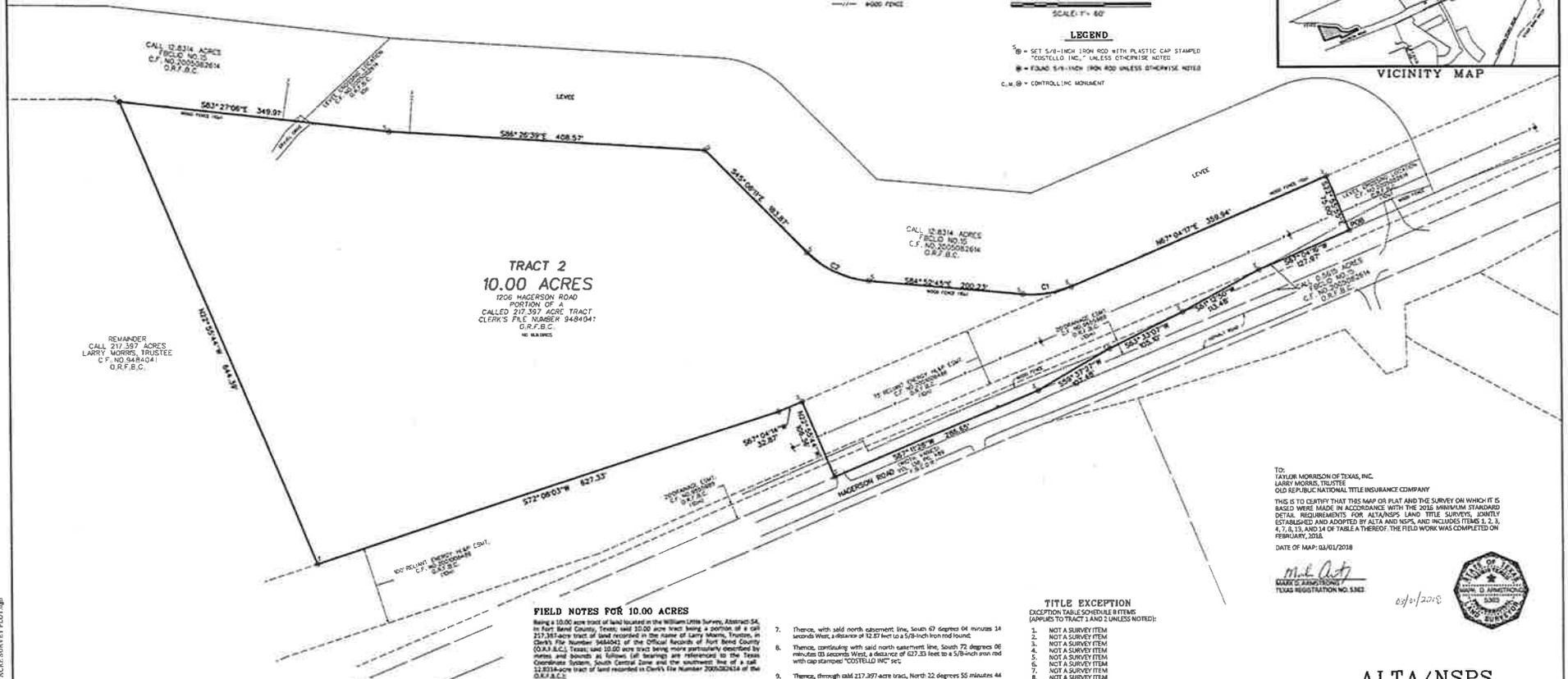
REMANDER
CALL 217.357 ACRES
LARRY MORRIS, TRUSTEE
C.F. NO. 2005002614
D.R.F.B.C.

LEGEND

- POWER POLE
- SURF WIRE & ANCHOR
- TELEPHONE/FIBER/OPT
- DOW
- OVERHEAD POWER LINE
- FENCE



- LEGEND**
- ⊙ = SET 5/8-INCH 1000 ROD WITH PLASTIC CAP STAMPED "COSTELLO INC." UNLESS OTHERWISE NOTED
 - ⊙ = FLAG 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED
 - C.M. ⊙ = CONTROL POINT MARKMENT



**TRACT 2
10.00 ACRES**
1706 HAGERMAN ROAD
POSITION OF
CALLED 217.357 ACRE TRACT
CLERK'S FILE NUMBER 9490047
D.R.F.B.C.
10 ACRES

REMANDER
CALL 217.357 ACRES
LARRY MORRIS, TRUSTEE
C.F. NO. 2005002614
D.R.F.B.C.

FIELD NOTES FOR 10.00 ACRES

Being a 10.00 acre tract of land located in the William Little Survey, Abstract 54, in Fort Bend County, Texas, said 10.00 acre tract being a portion of a call 217.357-acre tract of land recorded in the name of Larry Morris, Trustee, in Clerk's File Number 9490047 of the Official Records of Fort Bend County (O.A.R.C.), Texas, said 10.00 acre tract being more particularly described by its name and shown as follows. (All bearings are referenced to the Texas Coordinate System, South Central Zone and the southwest line of a call 22.834-acre tract of land recorded in Clerk's File Number 2005002614 of the O.A.R.C.)

Beginning at a 5/8-inch iron rod with cap stamped "COSTELLO INC." found at the southwest corner of said 12.8518-acre tract, same being on the north line of a c 10.563-acre tract of land recorded in Clerk's File Number 2005002614 of the O.A.R.C.

Thence, with the north line of said 0.5635-acre tract, the following four (4) courses:

1. South 67 degrees 04 minutes 16 seconds West, a distance of 127.97 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
2. South 83 degrees 12 minutes 50 seconds West, a distance of 113.48 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
3. South 83 degrees 33 minutes 07 seconds West, a distance of 105.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
4. South 59 degrees 37 minutes 27 seconds West, a distance of 207.48 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." set on the north right of way (P.R.W.) line of Hagerman Road, which was named as recorded in Volume 138, Page 483 of the Fort Bend County Deed Records (F.B.C.D.R.) and the south line of abstract 212.297-acre tract.

Thence, with said south line and said north R.O.W. line, South 67 degrees 11 minutes 28 seconds West, a distance of 226.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.

Thence, through said 227.39-acre tract, North 22 degrees 55 minutes 44 seconds West, a distance of 206.86 feet to a 3/8-inch iron rod with cap stamped "COSTELLO INC." set on the north line of a 5-acre tract with 175-100 T. Retail Energy M&P easement recorded in Clerk's File Number 2005002614 of the O.A.R.C.

7. Thence, with said north easement line, South 67 degrees 04 minutes 14 seconds West, a distance of 82.87 feet to a 5/8-inch iron rod found.
 8. Thence, continuing with said north easement line, South 72 degrees 06 minutes 33 seconds West, a distance of 627.23 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 9. Thence, through said 217.357-acre tract, North 22 degrees 55 minutes 44 seconds West, a distance of 644.39 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." set on the southwest line of abstract 12.8514-acre tract.
- Thence, with said southwest line, the following eight (8) courses:
10. South 85 degrees 27 minutes 06 seconds East, a distance of 349.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 11. South 86 degrees 26 minutes 39 seconds East, a distance of 408.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 12. South 45 degrees 06 minutes 31 seconds East, a distance of 183.87 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 13. 80.23 feet along the arc of a curve to the left, said curve having a central angle of 39 degrees 48 minutes 54 seconds, a radius of 126.00 feet and a chord that bears South 64 degrees 59 minutes 28 seconds East, a distance of 88.45 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 14. South 84 degrees 52 minutes 45 seconds East, a distance of 200.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 15. 83.84 feet along the arc of a curve to the left, said curve having a central angle of 28 degrees 02 minutes 54 seconds, a radius of 110.00 feet and a chord that bears North 83 degrees 03 minutes 46 seconds East, a distance of 84.82 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 16. North 67 degrees 04 minutes 17 seconds East, a distance of 359.94 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC." etc.
 17. South 22 degrees 15 minutes 55 seconds East, a distance of 75.00 feet to the Point of Beginning and containing 10.00 acres of land.

TITLE EXCEPTION
EXCEPTION TABLE SCHEDULE B ITEMS
(APPLIED TO TRACT 2 AND UNLESS NOTED):

1. NOT A SURVEY ITEM
2. NOT A SURVEY ITEM
3. NOT A SURVEY ITEM
4. NOT A SURVEY ITEM
5. NOT A SURVEY ITEM
6. NOT A SURVEY ITEM
7. NOT A SURVEY ITEM
8. NOT A SURVEY ITEM
9. NOT A SURVEY ITEM
10.
 - (a) NOT A SURVEY ITEM
 - (b) NOT A SURVEY ITEM
 - (c) INTENTIONALLY DELETED
 - (d) NOT A SURVEY ITEM
 - (e) INTENTIONALLY DELETED
 - (f) INTENTIONALLY DELETED
 - (g) INTENTIONALLY DELETED
 - (h) INTENTIONALLY DELETED
 - (i) INTENTIONALLY DELETED
 - (j) VOL. 158, P. 875 SHOWN ON SURVEY (TRACT 1)
 - (k) VOL. 262A, PG. 2299 SHOWN ON SURVEY (TRACT 1)
 - (l) VOL. 262A, PG. 2299 SHOWN ON SURVEY (BY ANCHOR EASEMENT) (TRACT 1)
 - (m) C.F. NO. 9753779 - (1ST REP. EASEM. WITH A.E.) (TRACT 1)
 - (n) C.F. NO. 3005002614 SHOWN ON SURVEY
 - (o) C.F. NO. 3005002614 SHOWN ON SURVEY (LEVEE CHOKING POINTS)
 - (p) C.F. NO. 2005002614 SHOWN ON SURVEY
 - (q) NOT A SURVEY ITEM
 - (r) NOT A SURVEY ITEM
 - (s) NOT A SURVEY ITEM
 - (t) NOT A SURVEY ITEM
 - (u) NOT A SURVEY ITEM
 - (v) NOT A SURVEY ITEM
 - (w) NOT A SURVEY ITEM
 - (x) 25 REP. EASEM. WITH A.E. - AS SHOWN ON SURVEY (SEE NOTE 6) (TRACT 1)
 - (y) C.F. NO. 3005002614, 2005002614, 2005002614 - NO DRILL SITES ON TRACTS 1 OR 2
 - (z) C.F. NO. 2005002614, 2005002614, 2005002614, 2005002614, 2005002614, 2005002614, 2005002614, 2005002614 - NO DRILL SITES ON TRACTS 1 OR 2

BY: LARRY MORRISON OF TEXAS, INC.
LARRY MORRIS, TRUSTEE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAILED REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 13 AND 14 OF TABLE T THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY, 2018.

DATE OF MAP: 03/01/2018

Michael A. Ott
MICHAEL A. OTT, LICENSED SURVEYOR
TEXAS REGISTRATION NO. 5382

03/01/2018

- GENERAL NOTES**
1. THIS SURVEY IS BASED ON THE CURRENT COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 17002763, ISSUED FEBRUARY 27, 2018, EFFECTIVE DATE OF FEBRUARY 16, 2018 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
 2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER 180300010N, DATED APRIL 2, 2014, THIS PROPERTY IS LOCATED WITHIN ZONE "A".
 3. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE AND REFERENCED TO THE SOUTHWEST LINE OF A CALLED 12.834 ACRE TRACT OF LAND (LEASE TRACT) RECORDED IN CLERK'S FILE NUMBER 2005002614 OF THE O.A.R.C.
 4. ABBREVIATIONS: E.B.C.P.A. INDICATES FORT BEND COUNTY PLAT RECORDS; O.A.R.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY; F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS; U.S. INDICATES UNITED STATES; I.E. INDICATES UTILITY EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.W.L.E. INDICATES SEWER LINE EASEMENT; S.E.L.E. INDICATES SANITARY SEWER EASEMENT; B.L. INDICATES BUILDING LINE; A.E. INDICATES AERIAL EASEMENT; I.R. INDICATES IRON ROD.
 5. ALL UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE FEATURES AND NO EFFORT WAS MADE TO LOCATE BELOW GROUND UTILITY LINES.

**ALTA/NSPS
LAND TITLE SURVEY
TRACT 2
10.00 ACRES**



LOCATED IN THE
WILLIAM LITTLE SURVEY, A-54
FORT BEND COUNTY, TEXAS



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(b) Consider authorizing the Mayor to execute and City Secretary to attest to the Interlocal Agreement between the City of Missouri City and Quail Valley Utility District for providing wastewater capacity and treatment services for the Parks Edge Development.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works/City Engineer

SYNOPSIS

Historically, the City of Missouri City (City) has partnered with other Municipal Utility Districts (MUD's) to regionalize Wastewater Treatment Plants (WWTP's), and fully avail any existing plant capacities, to minimize or defer costs associated with permitting and expansion of existing WWTP's. This Interlocal Agreement is between the City of Missouri City and Quail Valley Utility District for providing wastewater capacity and treatment services to serve the Parks Edge Development on behalf of the City.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Quail Valley Utility District (QVUD), owns title to and manages the operations of a currently permitted - 4.0 million gallons per day (MGD) wastewater treatment plant (WWTP) located at 2939 Blue Lakes Ln, Missouri City, Texas 77459. This interlocal agreement is between QVUD and the City of Missouri City (City) to provide wastewater treatment services to serve the Parks Edge Development on behalf of the City.

The Engineer for QVUD and Palmer Development have determined that QVUD currently has excess capacity (0.60 MGD) in the QVUD – WWTP, and such capacity is more than adequate to properly serve Parks Edge Development request to serve up to 1,859 Equivalent Single Family Connections (ESFC). This equates to a maximum capacity request of 585,585 gallons (0.586 MGD), which will be reserved for the Parks Edge Development. The City is currently performing a feasibility analysis on implementing the recommendations identified in the 2018 wastewater master plan study to determine future capacity needs based on ultimate growth in the service area. Based on the outcome of the recommendations from this study, a permanent regional solution will be considered to accommodate WWTP capacity needs.

Under the terms of the attached agreement with QVUD, upon the execution of this agreement, the City shall pay QVUD an initial amount of \$500,000. This initial payment will be applied for up to 182 ESFC, after which additional capacity will be purchased at \$8.68 per gallon or \$2,734.20 per platted ESFC. In addition, QVUD will bill the city its pro-rata share of the monthly operations cost to run the WWTP. The City will pay this fee to QVUD and will then recoup capital costs from the developer thru the adopted Mustang Bayou Service Area water and wastewater impact fee ordinance (O-15-04). Per this ordinance, each Equivalent Single Family Connection (ESFC) will currently pay a wastewater impact fee of \$2276.29, which will be collected at the time of platting. In addition, the city will also invoice and recoup monthly operations cost from its users.

This proposed solution to address interim capacity needs will aid in utilizing available capacity, realize cost savings, and pay way for permanent improvements to address capacity needs in this service area and the city pending recommendations from the on-going feasibility analysis.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project / Account Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
Mustang Bayou Service Area WW Impact Fee Revenue	505-48890-01-057-	Impact Fee Revenue	\$15,000	\$794,425	\$500,000*
Mustang Bayou Service Area WW Impact Fee Revenue	505-53570-50-057-	WW Capacity Buy-In Expenses	\$0	\$0	\$500,000*

*A budget amendment for the payment of these fees and the will be forthcoming.

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 authorization of the Interlocal Agreement between the City of Missouri City and Quail Valley Utility District for providing wastewater capacity and treatment services for the Parks Edge Development.

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

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

WASTEWATER CAPACITY

AGREEMENT BETWEEN

QUAIL VALLEY UTILITY DISTRICT AND THE CITY OF MISSOURI CITY

This Wastewater Capacity Agreement entered into between **Quail Valley Utility District of Fort Bend County, Texas and the City of Missouri City, Texas.**

RECITALS

Quail Valley Utility District is a conservation and reclamation district organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 54 Texas Water Code, together with all amendments and additions thereto. Said District operates water production and distribution facilities, and wastewater collection and treatment facilities. The District is capable and desirous of providing sewage treatment services to the Parks Edge Subdivision Service Area as set forth in this Agreement.

The City of Missouri City is a municipal corporation and home-rule City, principally located in Fort Bend County, Texas. The City intends to ensure construction and be the owner of certain water distribution facilities and wastewater collection facilities within the development. The City intends to have Quail Valley Utility District provide wastewater treatment services for the above-described development on its behalf.

The parties have determined that all current obligations to expend money arising out of this Agreement can be satisfied out of available funds. Operating charges are paid as such charges are incurred.

The parties find that these recitals are true and correct.

I. DEFINITIONS

Unless the context indicates otherwise, the following words as used in this Agreement shall have the following meanings:

City means the City of Missouri City, Texas.

City Wastewater System means the wastewater collection and transportation system to be constructed by Developers and conveyed to City to be owner and used by the City in accordance with this Agreement to service the Service Area for the collection of wastewater received from customers within the Service Area and the transportation of wastewater to the mutually agreed upon Points of Delivery.

Cost of Service means the cost of Quail Valley Utility District's Wastewater Capacity in the Quail Valley Utility District Wastewater Treatment Plant, currently \$8.68/gallon and the cost of the City's portion (23.61%) of the monthly operating expense.

District means Quail Valley Utility District of Fort Bend County, Texas.

District Wastewater System means all the wastewater treatment facilities and equipment owned and used by District to pump, treat, monitor, regulate, and dispose of wastewater.

Point of Delivery means those point(s) mutually agreed upon by City and District where the City conveys title of the wastewater, subject to this Agreement, to the District for Wastewater Treatment Services by the District. It is currently proposed to have the Point(s) of Delivery for Wastewater Services at the location of District's Wastewater Treatment Plant located at 2939 Blue Lakes Lane, Missouri City, Texas.

Service Area means the approximately 352.6 acre tract of land known as Parks Edge Subdivision to be developed by Developers and as further described in Exhibit A attached hereto and made a part hereof.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of various structures, particularly dwellings or normal domestic wastewater in compliance with the District's Waste Order, rules and regulations governing sanitary sewers and the District's Rate Order.

Wastewater Treatment Services means the services provided by the District in receiving, transportation, treating, testing, and disposing of Wastewater from the Points of Delivery.

Wastewater Operation and Maintenance Services means the services provided by the District in operating and maintaining Wastewater Treatment Plant.

II. DISTRICT PROVISION OF WASTEWATER TREATMENT SERVICES

- 2.1 District to Provide Services.** When fully developed, the Service Area will need a maximum of **585,585 gallons per diem of wastewater capacity (or up to 1859 Single Family Equivalent Connections)**. The District agrees that it will provide Wastewater Treatment Services up to the aforesaid capacity to the Service Area as needed in accordance with the terms and conditions of this Agreement.

- 2.2 Standard of Services.** The Wastewater Treatment Services provided by the District to the Service Area shall be substantially equivalent in quality to the wastewater treatment services the District provides to other District customer, but shall in no event be less than that required by applicable law and this Agreement.
- 2.3 Inspection of District Facilities and Access to City Systems.** The City shall have access at all reasonable times to inspect the wastewater treatment facilities of the District related to providing services hereunder. Furthermore, the City herein grants District access to the City Wastewater System as needed for the proper provision of services by the District as set forth in this Agreement.
- 2.4 Commencement of Services by District.** The City Wastewater System are to be constructed by Developers. Upon proper completion of construction of these systems as approved by the City, and upon written request by the City to the District, the District agrees to commence the provision of Wastewater Treatment Services.
- 2.5 Cost Services.** Both parties recognize that a capital contribution as set for elsewhere in this Agreement shall be made by the City to the District. This is in lieu of any out-District charges that would normally be assessed for performing the services described in this Article to the Service Area.

III. OPERATION AND MAINTENANCE OF CITY WASTEWATER SYSTEM

- 3.1 Construction and Standards for Water and Wastewater Facilities Constructed in the Service Area.** The parties understand that Developers are to properly design and construct their portion of the water and wastewater facilities comprising the City Wastewater System at their respective pro rata sole cost and expense to serve the Service Area. Such systems shall include all facilities necessary to convey and to transport sewage from City customers to the Point(s) of Delivery. The plans and specifications of such systems are submitted to the City for review and approval, and the District reserves the right to review same to ensure adequate design for delivery of services. Development of the Service Area is planned to occur incrementally over a period of several years. The timeframe by when the City anticipates requesting commencement of services by the district for the initial phase of development 03/01/2019.
- 3.2 District to Operate and Maintain City System.** The District agrees to operate and maintain the City Wastewater System in accordance with this Agreement and in accordance with applicable local, state and federal rules and regulations. Specifically, the District agrees to operate and maintain the City Wastewater System in accordance with Chapter 86 of the Missouri City Code.

Notwithstanding the foregoing, District shall not be obligated to provide services to any property within the Service Area that has not been platted in accordance with applicable laws and regulations, or which is not exempt therefrom. The District may require a certificate of compliance or exemption prior to commencing service.

3.3 Commencement of Operation and Maintenance Services. Upon completion of construction of the City Wastewater System and upon the written request of the City the District agrees to provide Wastewater Operation and Maintenance Services as applicable.

3.4 Standards for Operation and Maintenance of City Systems. The Wastewater Operation and Maintenance Services, shall be substantially equivalent in quality to the wastewater operation and maintenance services, the District provides to its in-District customers, but shall in no event be less than that required by applicable law and this Agreement. The District shall make monthly written reports to the City relating to the operations, testing, maintenance, and repairs of said City systems.

3.5 Title to Wastewater. Title to all wastewater deliverable to the District pursuant to this Agreement shall remain in City to the Points of Delivery and upon passing through the Points of Delivery, title thereto shall pass to the District.

IV. BILLING

4.1 Billing. A charge will begin to incur on the date the contract is signed (all participants in the Quail Valley Utility District Wastewater Treatment Plant pay their pro rata share based on the owned or reserved capacity. The District will bill the City for the City's pro rata share of the District's Monthly Operations expense (23.61% of the District's portion of the monthly expense). Quail Valley owns 62% of the 4.0 MGD Wastewater Plant capacity or 2,480,000 gallons per day and the City has reserved 585,585 gallons per day (or up to 1859 single family connections) or 23.61% of the District's owned capacity. The District shall bill the City on or before the 15th day of the following month and the City agrees to pay the City's pro rata cost of operations within 30 days of receipt of the invoice. A late fee of 1% per month will be applied for invoices 30 days past due.

4.2 Investigation and Enforcement of Proper Discharge. The district shall be responsible for investigating violations of the City's Wastewater Discharge Rules or any other violation of applicable state or federal laws related to discharging within the City Wastewater System. If the District determines that any Service Area customer is violating City regulations or other applicable state or federal law, the District shall promptly report the violation to the City in writing and seek compliance by using one or more of the following methods:

- (a) Having the customer voluntarily take corrective action to comply;

- (b) Disconnecting the customer;
- (c) Seeking injunctive relief on behalf of the City to prevent existing or further violations; or
- (d) Recovering civil penalties against the violator as authorized by law.

V. COST OF SERVICES

5.1 Cost of Services. The cost, of receiving 585,585 gallons per diem (or 1859 Equivalent Single Family Connections) of District Wastewater Treatment Service Area by the District, to the City as well as the provision of operation and maintenance of Wastewater Treatment plant shall consist of two components: a capital contribution and an ongoing monthly operations, maintenance and repair fees.

- (a) A capital contribution of \$500,000.00 initially shall be paid to the District by the City. The City shall pay this amount accordance with the following payment schedule: The first payment in the amount of \$500,000.00 shall be due and payable by the City when the City executes this agreement. Future payments will be due upon platted sections of Parks Edge Subdivision, as they are platted, using 315 gallons per single family equivalent connection. The initial payment will be applied to the capacity, as the Parks Edge Subdivision is initially platted, up to 182 single family equivalent connections, then additional capacity will be purchased currently at \$8.68 per gallon (or \$2,734.20 per platted single family connection), as the Parks Edge Subdivision sections are platted.
- (b) The District shall also charge City an ongoing monthly fee based on the 585,585 gallons of capacity that have been reserved (23.61% of the District's monthly expense).
- (c) Future costs of improvements required by equipment replacement or by regulatory requirement will be passed on either by an increase in the cost of unpurchased (but reserved) capacity or capital contribution that is based on the City's actual percentage of capacity in the 4.0 MGD Wastewater Treatment Plant. The District will update the cost of capacity annually, on or before August 1 of each year.

VI. FINES, PENALTIES AND DAMAGES

6.1 Fines, Penalties and Damages. The District agrees it shall use its best efforts in operating and maintaining the Wastewater Treatment Plant. If despite its best efforts, the wastewater received from the City Wastewater System results in damage to the District Wastewater system or any of its facilities, causes the District to incur extraordinary costs in treating the wastewater or results in District incurring and fine or penalty by regulatory agency, the City shall reimburse the District for the cost repairs, extraordinary treatment costs, or resulting fine or penalty to the degree same is caused by City. Otherwise, the District shall be responsible for the proper discharge of wastewater within the City Wastewater System.

6.2 Immunity. It is expressly understood and agreed that in the execution of this Agreement, the City and the District do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

VII. RECORDS AND REPORTS

7.1 Records and Reports. The District shall promptly provide to the City upon request and without charge, copies of any records or documents on file with the District relating to the provision of Wastewater Treatment Operation and Maintenance including the billing and accounting relating thereto. The City shall promptly provide to the District upon request, and without charge, copies of any records of documents on file with the City relating to the design and construction of the City Wastewater System.

VIII. AMENDMENT

8.1 Amendment. This Agreement may be amended at any time upon the mutual written agreement of the City and the District.

IX. NOTICES

9.1 Notices. The parties contemplate that they will engage in informal communication with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be giving by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the party to be notified, or (iv) by sending the same by telefax or electronic mail with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the address of the parties, until changed as provided below, shall be as follows:

To the City:

City of Missouri City

1522 Texas Parkway
Missouri City, Texas 77489
Attn: City Manager

To the District

3134 Cartwright Road
Missouri City, Texas 77459
Attn: General Manager

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least (5) five days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

X. FORCE MAJEURE

- 10.1 Force Majeure.** If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided by for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots epidemics, landslides, lightning, earthquakes, fires, hurricanes, storm, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the District to provide Water Supply Services or Wastewater Treatment Services, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable

dispatch shall not require the settlement of strikes and lockout by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgement of the party experiencing such difficulty.

XI. MISCELLANEOUS

- 11.1 Term.** The initial term of the Agreement shall commence on the effective date described below and shall terminate thirty (30) years thereafter. Thereafter, the term shall renew automatically for subsequent one year terms, unless terminated in writing by the City or the District at least 30 days before the then-current term.
- 11.2 Current revenues.** Each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party. Payment shall be in an amount that fairly compensates the performing party for the services or functions performed under the Agreement.
- 11.3 Successors.** This Agreement shall be binding upon the successors or assigns of the parties hereto.
- 11.4 Parties in Interest.** This Agreement shall be the sole and exclusive benefit of the parties hereto and shall not be considered to confer any rights upon any third party.
- 11.5 Authorship.** The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.
- 11.6 Captions.** The captions appear at the first of each numbered section in this Agreement are inserted and included solely for convenience shall never be considered or given any effect in construing this Agreement, or provisions hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise.
- 11.7 Approvals.** Unless otherwise provided for herein, any consent, approval, or amendment by the parties shall be made by the governing body of each party.
- 11.8 No Additional Waiver Implied.** No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed by construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- 11.9 Assignment.** The obligations of the City and of the District may not be assigned in whole or in part without the written consent of the other.
- 11.10 Law Governing.** This Agreement shall be governed by the law of the State of Texas and

no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Fort Bend County.

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

11.12 Effective Date. This Agreement is effective as of the last date of signature hereof.

CITY OF MISSOURI CITY

Mayor

Attest:

City Secretary

Date: _____

QUAIL VALLEY UTILITY DISTRICT

By: President Board of Directors

ATTEST

By Secretary, Board of Directors

Date: _____

LIST OF EXHIBITS To be supplied by the City

- Ex. "A" - Map of Service Area.
- Ex. "B" - District's point of delivery

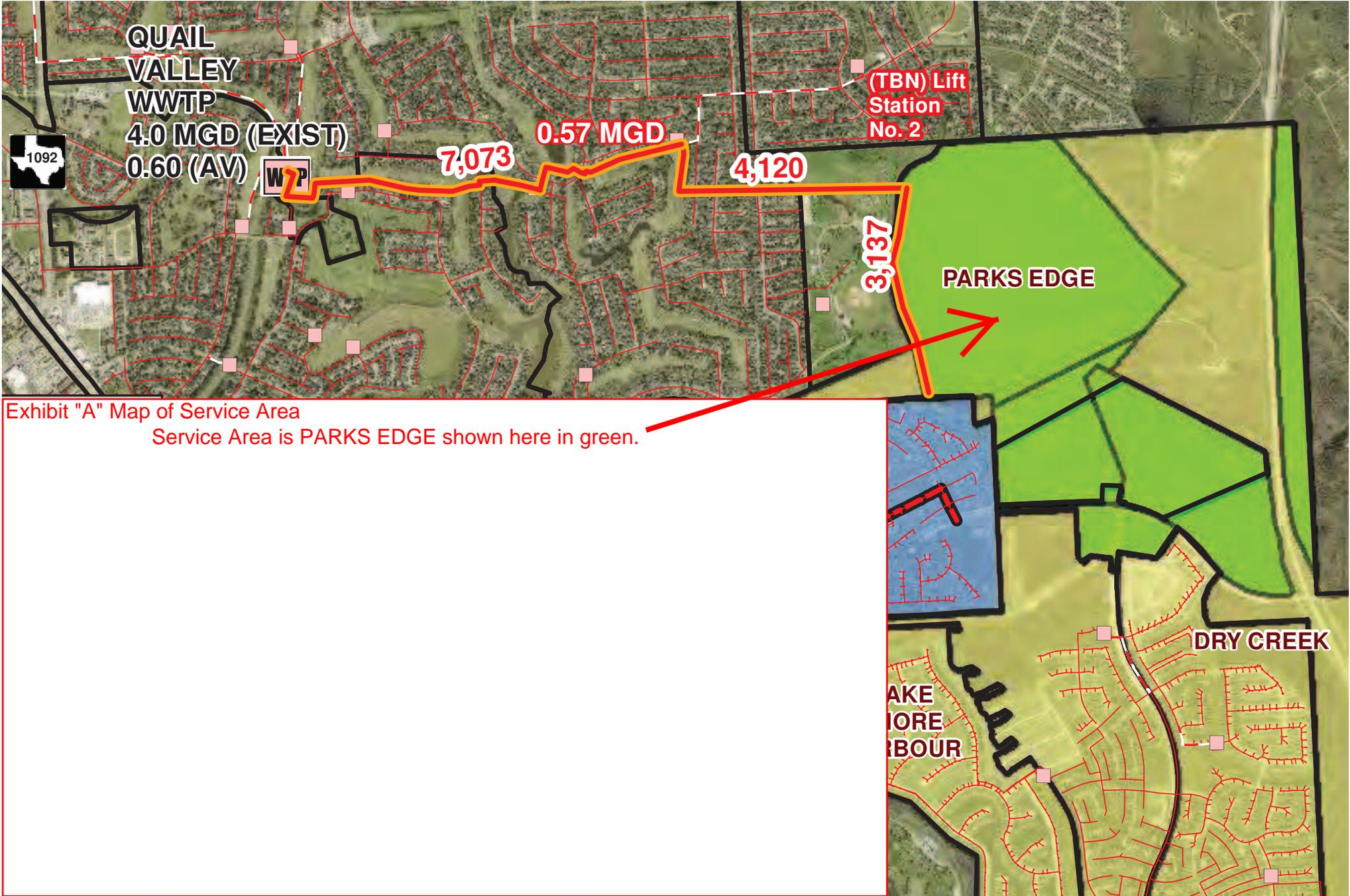
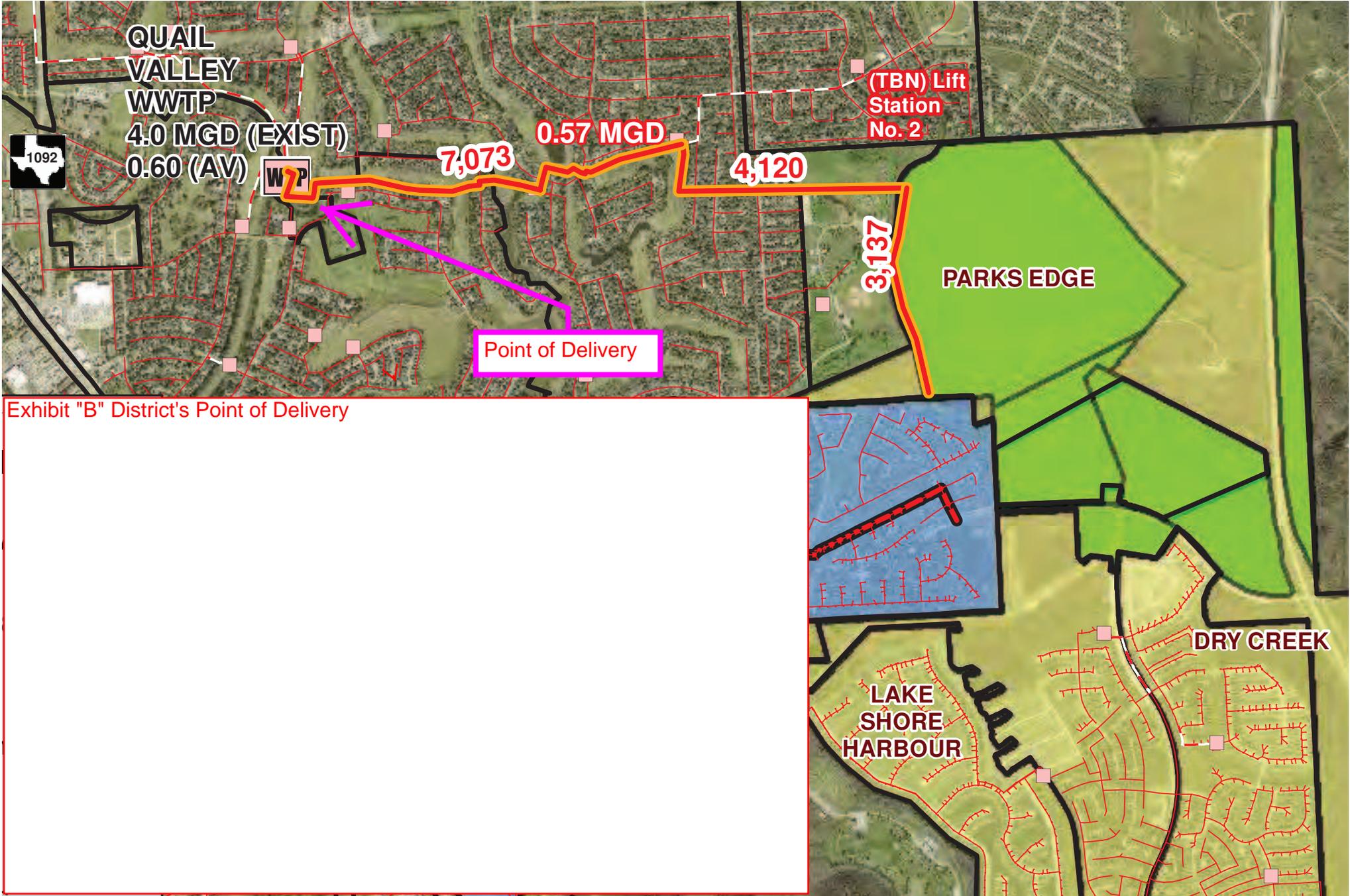


Exhibit "A" Map of Service Area
Service Area is PARKS EDGE shown here in green.





**CITY COUNCIL
AGENDA ITEM COVER MEMO**

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(c) Lake Shore Harbour Sec. 8
Submitted by: Thomas K. White Jr., Planner II

SYNOPSIS

Section 3.05 of the City's Home Rule Charter provides that the Mayor, when authorized by the Council, shall sign all official documents including official plats of city property.

Lake Shore Harbour Section 8 is a proposed residential subdivision within the City limits. The City owns an approximate 4.155-acre tract of land included within the boundaries of the proposed subdivision.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

A final plat for Lake Shore Harbour Section 8 was conditionally approved by the Planning and Zoning Commission on June 13, 2018. The proposed subdivision of approximately 14.38 acres contains 38 lots, 5 Reserves, and 3 Blocks. One of the reserves, Reserve C (approximately 4.155 acres) is restricted for drainage usage. The land area contained within Reserve C is owned by the City of Missouri City. As of July 12, 2018, all conditions placed on the approval of the final plat have been addressed or revised accordingly. The final plat has been approved for signature and subsequent recordation. It is necessary for the City as a property owner, to sign the plat.

SUPPORTING MATERIALS

1. Final plat of Lake Shore Harbour Sec. 8

STAFF'S RECOMMENDATION

Consider authorizing the Mayor to sign the official plat of Lake Shore Harbour Section 8.

Director Approval: Otis T. Spriggs, AICP, Development Services Director

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



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(d) Consider acceptance of utility deeds from Fort Bend County MUD No. 48 to the City for facilities serving Parks Edge and Dry Creek Village
Submitted by: Dan McGraw, Utilities Manager

SYNOPSIS

This item provides for acceptance of water, sanitary sewer and drainage facilities to serve the Parks Edge and Dry Creek Village Developments. All facilities included in this deed have been constructed to City standards and passed final inspection for acceptance into the City's one-year maintenance period.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

The subject deeds follow the intent of interlocal agreements executed between the City and Fort Bend MUD 48; specifically the 2016 and 2017 amendments to the regional water and wastewater facilities agreements.

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 deeds.

BUDGET/FISCAL ANALYSIS

The only costs to City, in addition to Staff time, will be County Clerk's fee to record the executed deeds.

Purchasing Review: N/A

Financial/Budget Review: N/A

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

SUPPORTING MATERIALS

1. Cover letter dated June 25, 2018, from the Attorney to Fort Bend MUD.
2. Utility Deed for Parks Edge Boulevard, Phase 1.
3. Utility Deed for Parks Edge Section 1, Dry Creek Village, and Parks Edge off-site force main.
4. Cover letter dated July 19, 2018, from Attorney for Fort Bend MUD 48.
5. Utility Deed for Dry Creek Village Section 1 and Phase 1, and Parks Edge Section 2.

STAFF'S RECOMMENDATION

Staff recommends acceptance of the subject deeds.

Director Approval: Shashi Kumar, P.E.

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

MULLER



LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Boulevard | Sugar Land, TX 77478 | 281.500.6050

June 25, 2018

Via Messenger

Mr. Anthony J. Snipes
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

Re: Fort Bend County Municipal Utility District No. 48 (the "District")

Dear Mr. Snipes:

Pursuant to the First Amended and Restated Utility Agreement by and between the District and the City of Missouri City (the "City"), please find enclosed two Utility Deeds, executed by the referenced District for conveyance to the City:

1. Parks Edge Boulevard, Phase 1;
2. Parks Edge, Section 1;
3. Offsite Facilities to serve Dry Creek Village; and
4. Offsite Facilities to serve Parks Edge.

Once the Utility Deeds have been accepted by the City and recorded, please return recorded copies to me for the District's records. As always, please feel free to contact me or Richard Muller at 281-500-6050, with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amy N. Love".

Amy N. Love
Legal Assistant

Enclosures

UTILITY DEED
Parks Edge Boulevard, Phase 1

Effective Date:

April 12, 2018

District:

Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas

District's Mailing Address:

c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

City:

City of Missouri City, Texas

City's Mailing Address:

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

The District has constructed certain improvements, structures, and facilities designed to provide water distribution, sanitary sewer collection, and storm sewer facilities to serve areas within the District's boundaries. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, all of its right, title, and interest in those certain facilities and easements described as follows (collectively, the "Facilities"):

Those certain water distribution, sanitary sewer collection, storm sewer, and drainage facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for water, sewer, and drainage to serve Parks Edge Boulevard, Phase I COMC Plan No. 2632, with Lischka Utilities, LLC, dated November 13, 2017 (the "Lischka Contract"), which facilities are located within the boundaries of the District, as shown in the final plat of Parks Edge Boulevard as recorded in the Official Records of Fort Bend County, Clerk's File No. 2018017320 and Plat No. 20180034; together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Lischka Contract;

The District is conveying the Facilities to the City pursuant to the First Amended and Restated Utility Agreement by and between the City and the District (the “Utility Agreement”). Section 3.01 of the Utility Agreement requires that the once the Facilities are completed and becomes operational, the District shall transfer the Facilities to the City for ownership, operation and maintenance.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

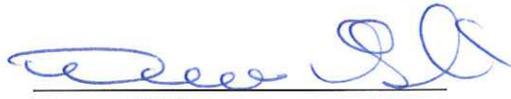
When context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

The individual signing this instrument on behalf of the District represents that it has the requisite authority to bind the District.

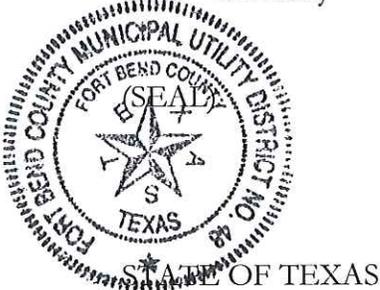
EXECUTED on April 12, 2018.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 48

By: 
Name: Donna Giblin
Title: President

ATTEST:

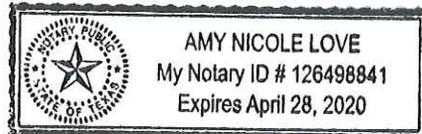
By: 
Name: Megan Robertson
Title: Secretary

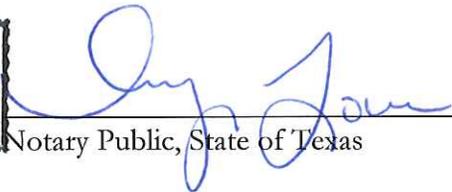


COUNTY OF FORT BEND

This instrument was acknowledged before me on April 12, 2018, by Donna Giblin, as President, and Megan Robertson, as Secretary, of the Board of Directors of Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)




Notary Public, State of Texas

ACCEPTANCE BY THE CITY

The City has accepted this Utility Deed on _____, 2018.

CITY OF MISSOURI CITY
a Texas home-rule municipality

By: _____

Name: Allen Owen

Title: Mayor

ATTEST:

By: _____

Name: Maria Jackson

Title: City Secretary

After recording, return to:
City of Missouri City, Texas
Attn: Legal Department
1522 Texas Parkway
Missouri City, Texas 77489

UTILITY DEED

Water, Sewer, and Drainage Facilities to Serve Parks Edge, Section 1; Offsite Water and Sanitary Sewer Facilities to Serve Dry Creek Village; and Offsite Sanitary Sewer Force Main to Serve Parks Edge

Effective Date:

June 14, 2018

District:

Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas

District's Mailing Address:

c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

City:

City of Missouri City, Texas

City's Mailing Address:

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

The District has constructed certain improvements, structures, and facilities designed to provide water distribution, sanitary sewer collection, storm sewer, and drainage facilities to serve areas within the District's boundaries. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, all of its right, title, and interest in those certain facilities and easements described as follows (collectively, the "Facilities"):

Those certain water distribution, sanitary sewer collection, storm sewer, and drainage facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for water, sewer, and drainage to serve Parks Edge, Section 1 COMC Plan No. 2729, with Dimas Bros. Construction, dated September 14, 2017 (the "Dimas Bros Contract"), which facilities are located within the boundaries of the District, as shown in the final plat of Parks Edge, Section 1, as recorded in the official records of Fort Bend County, Clerk's File No. 2018029755 and Plat No. 20180069, and together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals,

easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Dimas Bros Contract;

Those certain water distribution and sanitary sewer collection facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for offsite water and sanitary sewer facilities to serve Dry Creek Village COMC Plan No. 2725, with Lischka Utilities, Inc., dated August 10, 2017 (the "Lischka Contract"), which facilities are located inside the boundaries of the District, as shown in the easement agreements recorded in the Official Records of Fort Bend County, Clerk's File Nos. 2017095128, 2017095127, and 2017104053; together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Lischka Contract;

Those certain sanitary sewer collection facilities constructed and/or acquired to date by the District pursuant to the construction contract for offsite sanitary sewer force main to serve Parks Edge COMC Plan No. 2764, with MMG Contractors, dated February 8, 2018 (the "MMG Contract"), which facilities are located inside the boundaries of the District, as shown in the final plats of Parks Edge, Sections 1 & 2, recorded in the Official Records of Fort Bend County, Clerk's File Nos. 2018029755 and 2018029779 and Plat Nos. 20180069 and 20180070; together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the MMG Contract;

The District is conveying the Facilities to the City pursuant to the First Amended and Restated Utility Agreement by and between the City and the District (the "Utility Agreement"). Section 3.01 of the Utility Agreement requires that the once the Facilities are completed and become operational, the District shall transfer the Facilities to the City for ownership, operation, and maintenance.

The City hereby agrees, by its acceptance of this conveyance, to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

The individual signing this instrument on behalf of the District represents that it has the requisite authority to bind the District.

EXECUTED on June 14, 2018.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 48

By: 
Name: Donna Giblin
Title: President

ATTEST:

By: 
Name: Megan Robertson
Title: Secretary

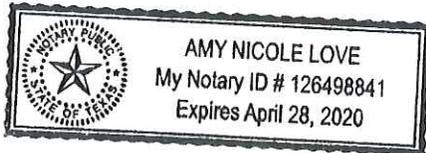


STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on June 14, 2018, by Donna Giblin, as President of the Board of Directors of Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)




Notary Public, State of Texas

ACCEPTANCE BY THE CITY

The City has accepted this Utility Deed on _____, 2018.

CITY OF MISSOURI CITY
a Texas home-rule municipality

By: _____
Name: Allen Owen
Title: Mayor

ATTEST:

By: _____
Name: Maria Jackson
Title: City Secretary

After recording, return to:
City of Missouri City, Texas
Attn: Legal Department
1522 Texas Parkway
Missouri City, Texas 77489



202 Century Square Boulevard | Sugar Land, TX 77478 | 281.500.6050

July 19, 2018

Via Messenger

Mr. Anthony J. Snipes
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

Re: Fort Bend County Municipal Utility District No. 48 (the "District")

Dear Mr. Snipes:

Pursuant to the First Amended and Restated Utility Agreement by and between the District and the City of Missouri City (the "City"), please find enclosed a Utility Deed, executed by the referenced District, for conveyance to the City for the following projects:

1. Dry Creek Village, Section 1;
2. Dry Creek Village, Phase 1; and
3. Parks Edge, Section 2.

Once the Utility Deed has been accepted by the City and recorded, please return a recorded copy to me for the District's records. As always, please feel free to contact me or Richard Muller at 281-500-6050, with any questions.

Sincerely,

Amy N. Love
Legal Assistant

Enclosure

UTILITY DEED
Water, Sewer, and Drainage Facilities to Serve Dry Creek Village, Section 1; Drainage and Detention Facilities to Serve Dry Creek Village, Phase 1; Water, Sewer, and Drainage Facilities to Serve Parks Edge, Section 2

Effective Date:

July 12, 2018

District:

Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas

District's Mailing Address:

c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

City:

City of Missouri City, Texas

City's Mailing Address:

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

The District has constructed certain improvements, structures, and facilities designed to provide water distribution, sanitary sewer collection, storm sewer, and drainage facilities to serve areas within the District's boundaries. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, all of its right, title, and interest in those certain facilities and easements described as follows (collectively, the "Facilities"):

Those certain water distribution, sanitary sewer collection, storm sewer, and drainage facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for water, sewer, and drainage to serve Dry Creek Village, Section 1 COMC Plan No. 2731, with Lischka Utilities, LLC, dated November 30, 2017 (the "Lischka Contract"), which facilities are located within the boundaries of the District, as shown in the final plat of Dry Creek Village, Section 1, as shown in easement agreements recorded in the Official Records of Fort Bend County, Clerk's File Nos. 2018009591, 2018009592, 2018009593, 2018009594, 2018009945, 2018023816, 2018023817, and Plat No. 20180086, and together with any

improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Lischka Contract;

Those certain drainage and detention facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for drainage and detention facilities to serve Dry Creek Village, Phase 1 COMC Plan No. 2726, with Lindsey Construction Inc., dated October 9, 2017 (the "Lindsey Contract"), which facilities are located inside the boundaries of the District, as shown in the easement agreement recorded in the Official Records of Fort Bend County, Clerk's File No. 2018009590, and Plat No. 20180086; together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Lindsey Contract;

Those certain water distribution, sanitary sewer collection, storm sewer, and drainage facilities constructed and/or acquired to date by the District pursuant to that certain construction contract for water, sewer, and drainage to serve Parks Edge, Section 2 COMC Plan No. 2732, with Crostex Construction, Inc., dated September 19, 2017 (the "Crostex Contract"), which facilities are located within the boundaries of the District, as shown in the final plat of Parks Edge, Section 2, as recorded in the official records of Fort Bend County, Plat No. 20180070, and together with any improvements, structures, service pumps, electrical equipment, distribution lines, collection lines, water mains, lift stations, meter boxes, laterals, easements, rights-of-way, licenses, operating rights, and all other property therein whether real, personal, or mixed, owned by the District under the Crostex Contract;

The District is conveying the Facilities to the City pursuant to the First Amended and Restated Utility Agreement by and between the City and the District (the "Utility Agreement"). Section 3.01 of the Utility Agreement requires that the once the Facilities are completed and become operational, the District shall transfer the Facilities to the City for ownership, operation, and maintenance.

The City hereby agrees, by its acceptance of this conveyance, to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

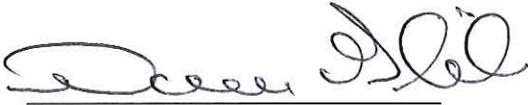
When context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

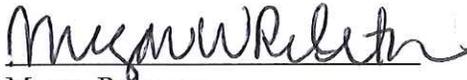
The individual signing this instrument on behalf of the District represents that it has the requisite authority to bind the District.

EXECUTED on July 12, 2018.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 48

By: 
Name: Donna Giblin
Title: President

ATTEST:

By: 
Name: Megan Robertson
Secretary

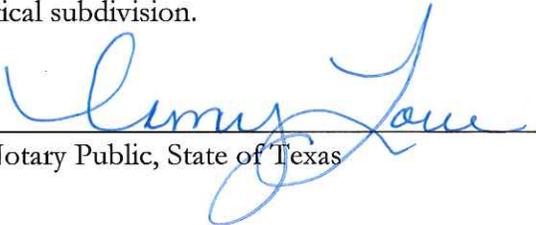


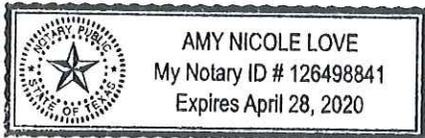
STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on July 12, 2018, by Donna Giblin, as President of the Board of Directors of Fort Bend County Municipal Utility District No. 48, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)


Notary Public, State of Texas



ACCEPTANCE BY THE CITY

The City has accepted this Utility Deed on _____, 2018.

CITY OF MISSOURI CITY
a Texas home-rule municipality

By: _____
Name: Allen Owen
Title: Mayor

ATTEST:

By: _____
Name: Maria Jackson
Title: City Secretary

After recording, return to:
City of Missouri City, Texas
Attn: Legal Department
1522 Texas Parkway
Missouri City, Texas 77489



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(e) Consider authorizing a license agreement between City of Missouri City and Pulte Homes of Texas, L.P., towards the Mustang Trails development project.
Submitted by: Jennifer Hobbs, P.E., CFM – Assistant City Engineer

SYNOPSIS

The proposed agreement is between Pulte Homes of Texas, L.P. (Licensee) and the City of Missouri City (City) to grant licensure for the purpose of construction, maintenance, and replacing the improvements within the premises (Reserve B) as shown on Exhibit 2 towards the Mustang Trails Development project.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The Licensee (Pulte Homes) is currently proposing to develop a single-family development project known as the Mustang Trails Development. The City currently owns 15.792 acres of land contained within the subject land known as Reserve B, which is dedicated to drainage. Prior to the development of Mustang Trails, this area was platted for a development known as Park Gate (as noted in Exhibit 2). Pulte Homes now proposes detention and drainage improvements to facilitate the Mustang Trails Development in the area known as Reserve B on Exhibit 2. This licensing agreement allows Pulte Homes to make necessary drainage improvements to accommodate the development project and maintain capacity in the regional detention facility to accept storm-water runoff from outside the limits of this development project.

As per the terms of this agreement, the Licensee has offered to pay the City \$564,396.13 for the use of the subject tract of land (Reserve B) for the purpose of constructing, maintaining and replacing the improvements. These improvements can only be expanded, enlarged or altered with prior approval by the City.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY18 Funds Budgeted	FY18 Funds Available	Expected amount to be received
General Fund – Revenue	101-48705-01-001	Contributed Capital-Developers	\$600,000	N/A	\$564,396.13

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. Exhibit 1 - Licensing Agreement
2. Exhibit 2 - Park Gate Recorded Plat

STAFF'S RECOMMENDATION

Staff recommends City Council to authorize this license agreement.

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License" or this "Agreement") is made by and between the City of Missouri City, Texas (hereinafter referred to as "City") and Pulte Homes of Texas, L.P., a Texas limited partnership (hereinafter referred to as "Licensee") acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Licensee owns the real property in Missouri City, Texas described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Licensee desires to construct or cause to be constructed a drainage and detention facility (hereinafter referred to as the "Improvements") within Reserve "B" of Park Gate, Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Clerk's File No. 2003100721 (the "Premises") to serve the Property as well as to accept storm water drainage from other lands within the City to the north of the Premises; and

WHEREAS, the plat containing the Premises gave the City certain rights to the Premises and Licensee has requested that the City allow the use and occupancy of the Premises for Licensee's Improvements, and the City will receive a benefit from the construction of the Improvements.

NOW THEREFORE, in consideration of the sum of five hundred sixty-four thousand three hundred ninety-six dollars and thirteen cents (\$564,396.13) paid by Licensee to the City and the covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **Grant of License; Consideration:** City hereby grants Licensee a license for the purpose of constructing, maintaining and replacing the Improvements within the Premises. As consideration for the grant of this License, Licensee agrees that (a) the plans and specifications for the Improvements will be submitted to the City for approval and must be approved by the City prior to the initial construction thereof, and (b) the Improvements shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

2. **Term:** The initial term of this License shall be fifty (50) years from the date of execution by the last party executing this License, and thereafter shall automatically renew for successive periods of five (5) years each unless either party delivers written notice to the other prior to the commencement of any such five (5) year period that it desires to terminate this License effective upon the end of the upcoming five (5) year period and furnishes the other party evidence that by the date of such termination the Property will no longer require the Improvements and/or the Premises to drain or detain storm water from the Property. In the event of completion of construction of the Improvements and acceptance by the City prior to the expiration of the initial or successive terms, this Agreement shall terminate upon acceptance of the Improvements by the City.

3. **Non-exclusive:** This License is nonexclusive and is subject to any existing utility, drainage, park, or communications facilities located in, on, under or upon the Premises; to all vested rights presently owned by any utility or communication company, public or private, presently located within the boundaries of the easement; and to any existing lease, license, or other interest in the Premises granted to the City or by the City to any individual, corporation or other entity, public or private.

4. **Environmental Protection:** Licensee shall not use or permit the use of the Premises for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Premises will not result in the disposal or other release of any hazardous substance or solid waste on or to the Premises, and that Licensee will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Premises or adjoining the Premises by Licensee (except substances typically contained in storm water runoff from residential subdivisions). The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensee shall indemnify, defend, and hold City harmless against all costs, environmental clean up to the Premises and surrounding the Premises resulting from Licensee's use of the Premises under this License.

5. **Mechanic's liens not permitted:** Licensee shall fully pay all labor and materials used in, on or about the Premises and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Premises by reason of any work done or materials furnished to the Premises at Licensee's instance or request.

6. **Future City use:** This License is made expressly subject and subordinate to the right of City to use the Premises for any public purpose whatsoever so long as such use does not interfere with the permitted use of the Premises granted to Licensee herein.

7. **Compliance with laws:** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee.

8. **Indemnification:** Licensee shall defend, protect and keep City forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out Licensee's use of the Premises by the Licensee, whether occasioned by Licensee, its employees, officers, agents, contractors or those holding under Licensee. Licensee shall at all times defend, protect and indemnify and it is the intention of the parties hereto that Licensee hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fee, arising out of or from any accident or other occurrence on or about the Premises causing personal injury, death or property damage resulting from Licensee's use of the Premises by Licensee, its agents, employees and invitees. Licensee shall at all times defend, protect, indemnify and hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from the Licensee's use of the Premises and for any failure of Licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform any of the requirements and provisions hereof. This section shall survive the termination of this Agreement.

9. **Termination:** This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. Pursuant to Section 2 above; or
- c. By City in the event Licensee fails to pay the consideration recited herein to the City within thirty (30) days after the effective date of this License.

10. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving 15 days' written notice of such change or address.

11. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in the Fort Bend County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

12. **Exhibit:** The exhibit attached to this Agreement is incorporated herein by reference.

13. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

14. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

15. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

16. **Covenant Running with the Land:** The provisions of this Agreement are hereby declared covenants running with the Property and the Premises and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property. Notwithstanding the foregoing to the contrary, no person who acquires a subdivision lot within the Property with a residence constructed thereon shall have any obligations under this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED this the ____ day of _____, 2018.

LICENSEE:

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada LLC, its general partner

By: _____

Its: _____

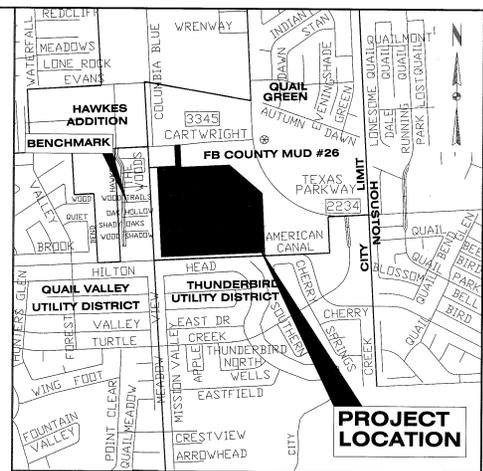
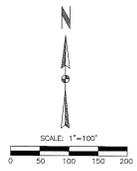
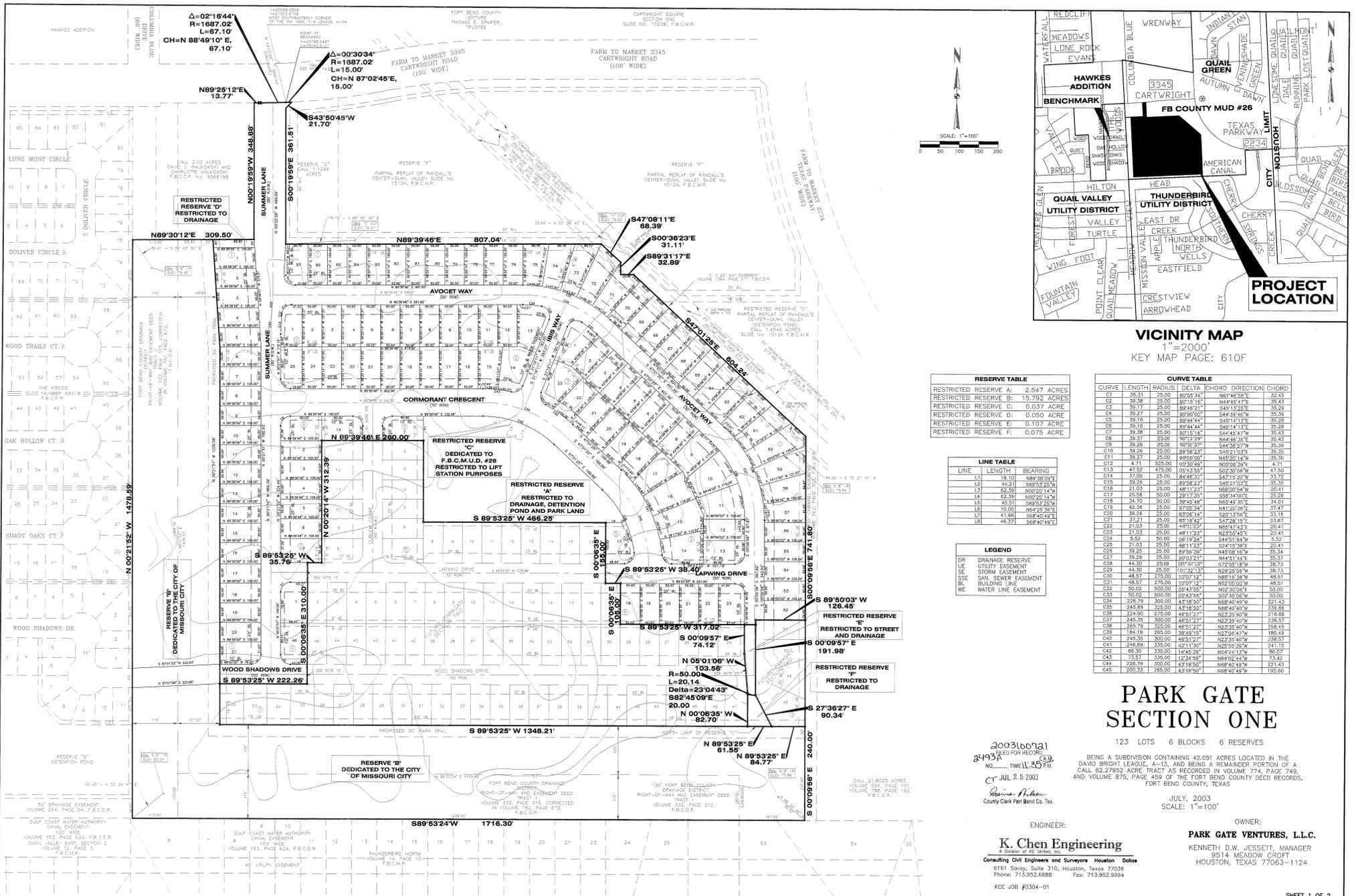
Pulte Homes of Texas, L.P.
16670 Park Row, Ste. 100
Houston, Texas 77084

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____
2018, by _____ of Pulte Nevada I LLC, a Texas limited liability
company, on behalf of said limited liability company in its capacity as the general partner of Pulte
Homes of Texas, L.P., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas



VICINITY MAP
1"=2000'
KEY MAP PAGE: 610F

RESERVE TABLE

RESTRICTED RESERVE A:	2.547 ACRES
RESTRICTED RESERVE B:	15.792 ACRES
RESTRICTED RESERVE C:	0.037 ACRE
RESTRICTED RESERVE D:	0.050 ACRE
RESTRICTED RESERVE E:	0.107 ACRE
RESTRICTED RESERVE F:	0.075 ACRE

LINE TABLE

LINE	LENGTH	BEARING
L1	18.10	N89°38'29"E
L2	44.21	S89°53'25"W
L3	62.39	N02°20'14"W
L4	60.39	N02°25'14"W
L5	40.51	S89°53'25"W
L6	10.00	N89°25'36"E
L7	41.98	S89°49'49"E
L8	46.37	S68°40'49"E

LEGEND

- DR DRAINAGE RESERVE
- UE UTILITY EASEMENT
- SE STORM EASEMENT
- SSE SAN SEWER EASEMENT
- BL BUILDING LINE
- WE WATER LINE EASEMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD
C1	35.31	25.00	80°55'44"	N81°48'56"E		32.45
C2	30.38	25.00	82°15'44"	N84°43'47"E		28.43
C3	38.17	25.00	89°46'21"	S45°13'25"E		35.29
C4	39.27	25.00	87°00'00"	S44°39'46"W		35.36
C5	38.16	25.00	89°44'44"	S44°11'15"E		35.16
C6	39.16	25.00	87°44'44"	S45°14'13"E		35.28
C7	39.38	25.00	90°15'15"	S44°44'41"W		35.43
C8	39.37	25.00	90°13'39"	N44°44'35"E		35.43
C9	39.28	25.00	89°58'23"	S44°38'21"W		35.36
C10	38.26	25.00	89°58'23"	S44°38'21"W		35.36
C11	39.27	25.00	87°00'00"	N44°20'14"W		35.36
C12	47.1	25.00	80°55'44"	N80°06'30"W		47.1
C13	47.52	475.00	02°43'56"	S02°30'06"W		47.50
C14	37.00	25.00	89°53'25"	S45°13'25"E		33.92
C15	39.28	25.00	89°58'23"	S44°38'21"W		35.35
C16	21.03	25.00	48°11'23"	N62°00'54"W		20.41
C17	20.56	50.00	29°12'38"	S45°21'00"E		20.28
C18	34.70	50.00	39°45'48"	N89°49'35"E		34.01
C19	40.26	25.00	87°02'54"	N41°29'36"E		37.47
C20	36.26	25.00	83°06'14"	S20°13'16"E		33.18
C21	37.21	25.00	89°18'24"	S47°28'15"E		33.87
C22	21.03	25.00	48°11'23"	N62°00'54"E		20.41
C23	21.03	25.00	48°11'23"	N62°00'54"E		20.41
C24	5.82	50.00	09°19'28"	S48°51'44"E		5.82
C25	21.03	25.00	48°11'23"	S24°15'38"E		20.41
C26	39.28	25.00	89°58'23"	N43°08'15"E		35.34
C27	39.29	25.00	89°58'23"	N43°08'15"E		35.37
C28	44.30	25.00	101°30'15"	S72°00'18"W		38.73
C29	44.30	25.00	101°30'15"	N23°50'45"E		38.73
C30	48.57	275.00	11°07'12"	N89°16'38"W		48.51
C31	48.57	275.00	107°07'12"	N57°05'00"W		48.51
C32	50.02	500.00	02°43'56"	N09°30'06"E		50.00
C33	50.02	500.00	02°43'56"	S02°30'06"W		50.00
C34	228.79	300.00	43°18'50"	N60°40'49"W		221.43
C35	245.48	325.00	47°18'50"	N66°40'49"W		239.86
C36	224.50	275.00	48°51'27"	N62°35'47"W		218.68
C37	245.35	300.00	48°51'27"	N62°35'40"W		238.57
C38	225.79	250.00	48°51'27"	N62°35'40"W		228.45
C39	84.18	250.00	39°49'15"	N27°26'47"W		180.49
C40	245.35	300.00	48°51'27"	N62°35'40"W		238.57
C41	246.69	335.00	47°11'00"	N62°35'40"W		241.15
C42	86.30	335.00	12°45'38"	N5°42'13"W		86.07
C43	33.57	335.00	12°45'38"	N89°10'24"W		33.57
C44	226.79	300.00	43°18'50"	N66°40'49"W		221.43
C45	200.33	265.00	43°18'50"	N66°40'49"W		195.80

PARK GATE SECTION ONE

123 LOTS 6 BLOCKS 6 RESERVES

20030601
2493
NO. TIME: 1:55 PM
JUL 2 5 2003
Anne Wilson
County Clerk Part Band Co. Tex.

BEING A SUBDIVISION CONTAINING 42.051 ACRES LOCATED IN THE DAVID BRIGHT LEASING, A-13, AND BEING A REMAINDER PORTION OF A CALL 62,279.92 ACRE TRACT AS RECORDED IN VOLUME 774, PAGE 749, AND VOLUME 875, PAGE 499 OF THE FORT BEND COUNTY DEED RECORDS, FORT BEND COUNTY, TEXAS.

JULY, 2003
SCALE: 1"=100'

ENGINEER:

OWNER:

K. Chen Engineering
Division of K.E. United, Inc.
Consulting Civil Engineers and Surveyors Houston Dallas

PARK GATE VENTURES, L.L.C.
KENNETH D.W. JESSETT, MANAGER
9514 MEADOW CROFT
HOUSTON, TEXAS 77063-1124

6161 Steves, Suite 310, Houston, Texas 77036
Phone: 713.952.6888 Fax: 713.952.9994

KCE JOB #0304-01

STATE OF TEXAS
COUNTY OF FORT BEND

PARK GATE VENTURES, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH KENNETH D.W. JESSETT, MANAGER, HERINAFTER REFERRED TO AS OWNERS OF THE 88-672 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF PARK GATE, SECTION 00, 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 STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, HAVE DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EASEMENTS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPLY 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 EASEMENTS MADE HEREIN.

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

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") BACK TO BACK GROUND EASEMENTS OR, EIGHT FEET (8'-0") FOR TEN FEET (10'-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 UPWARDS, LOCATED HEREON TO AND INCLUDING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (E, A, & E) AS INDICATED AND DEPICTED HEREON, WHEREIN THE AERIAL EASEMENT TOTALS THIRTY FEET (30'-0") IN WIDTH.

IN TESTIMONY WHEREOF, PARK GATE VENTURES, L.L.C. HAS CAUSED THESE PRESENTS TO BE SIGNED BY KENNETH D.W. JESSETT, MANAGER, THEREUNTO AUTHORIZED, HEREUNTO AFFIRMED THIS 21st DAY OF July, 2003.

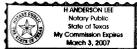
PARK GATE VENTURES, L.L.C.
BY: Kenneth D.W. Jessett
MANAGER

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TO ME, THE UNDERSIGNED AUTHORITY, KENNETH D.W. JESSETT, MANAGER OF PARK GATE VENTURES, L.L.C., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREN STATE, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF July, 2003.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: MARCH 3, 2007



STATE OF TEXAS
COUNTY OF FORT BEND

WE, FIRST CONTINENTAL INVESTMENT CO., LTD., OWNER AND HOLDER OF A LEASE AGAINST THE PROPERTY DESCRIBED IN THE PLAT, KNOWN AS PARK GATE PHASE ONE, SAID LEASE BEING EXTENDED BY INSTRUMENT OF RECORD IN FILE NUMBER 2002052862 OF THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREN STATE, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF July, 2003.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: MARCH 1, 2004



I, DONALD C. BRADFORD, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECTLY WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND THE POINTS OF REFERENCE ARE MARKED WITH IRON PIPES OR IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE EIGHTHS INCH AND A LENGTH OF NOT LESS THAN TWO FEET, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

Donald C Bradford
DONALD C. BRADFORD, R.P.L.S.,
TEXAS REGISTRATION #1728



THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSOURI CITY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF PARK GATE PHASE ONE, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MISSOURI CITY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS DAY OF July, 2003.

JAMES W. KELLER
CITY CLERK

RON LEE
VICE CHAIRMAN

I, DIANNE WILSON, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD AND AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON July 25, 2003, AT 11:55 O'CLOCK A.M., IN SLIDE NO. 033234-03 OF THE PLAT RECORDS OF FORT BEND COUNTY FOR SAID COUNTY.

WITNESSED BY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THIS DAY AND DATE LAST ABOVE WRITTEN.

Dianne Wilson
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



NOTES:

- 1. B.L. INDICATES BUILDING LINE, U.S. INDICATES UTILITY EASEMENT, S.S.E. INDICATES SANITARY SEWER EASEMENT, S.W.S.E. INDICATES STORM SEWER EASEMENT, W.L.S. INDICATES WATER LINE EASEMENT, U.S. INDICATES DRAINAGE EASEMENT.
- 2. THIS PROPERTY LIES WITHIN THE BOUNDARIES OF ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN AREAS) (AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1.0 FOOT OR WITH WINDSPEEDS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND ZONE "X" ARE FLOOD ELEVATIONS DETERMINED) AS PER THE FLOOD INSURANCE RATE MAPS, MAP NUMBER 4815702270 J, REVISED JANUARY 31, 1997.
- 3. THE MINIMUM SLOPE ELEVATION WILL BE ONE FOOT ABOVE THE 100 YEAR FLOOD PLAN AS ESTABLISHED BY F.F.E.M.A. AND SHALL MEET ALL APPLICABLE CITY REQUIREMENTS INCLUDING THE CITY INFRASTRUCTURE CODE AS PER SEC. 82-97 (11) AS AMENDED (ORDINANCE 0-89-88, ADOPTED SEPTEMBER 21, 1988).
- 4. ALL EXISTING PIPELINES AND PIPELINE EASEMENTS THROUGH THE SUBDIVISION HAVE BEEN SHOWN HEREON.
- 5. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON CONSTITUTE ALL THE EASEMENTS REQUESTED BY THE UTILITY COMPANIES.
- 6. THE CITY OF MISSOURI CITY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVEWAYS, EXISTENCE ACCESS EASEMENTS, RECREATIONAL AREAS, SIDEWALKS AND OPEN SPACES.
- 7. THIS PLAT WAS PREPARED WITH THE BENEFIT OF INFORMATION PROVIDED BY COMMONWEALTH LAND TITLE CO., CITY PLANNING LETTER 2002052862, DATED MAY 20, 2002.
- 8. DRIVEWAY APPROACHES SHALL BE PROVIDED IN ACCORDANCE WITH THE MISSOURI CITY DRIVEWAY APPROACH POLICY AS REQUIRED UNDER THE PROVISIONS OF SUBSECTIONS 42-162 AND 82-161 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS.
- 9. ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF MISSOURI CITY, TEXAS.
- 10. BEARINGS ARE BASED ON THE RECORDED DEED FOR A CALL 55,8208 ACRE TRACT AS DESCRIBED IN CLERK'S FILE NUMBER 2002052862 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.
- 11. IN ACCORDANCE WITH CENTER POINT ENERGY SERVICE STANDARDS, ARTICLE 406.52, ELECTRIC METERS SHALL BE LOCATED IN AN AREA ACCESSIBLE WITHOUT CUSTOMER ASSISTANCE, AND NOT BARRIRED BY FENCES, WALLS OR GATES. FOR FURTHER INFORMATION IN THE SUGAR LAND DISTRICT AREA, CALL 281-961-2899.
- 12. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY SECTIONS 48-191 AND 82-165 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY.
- 13. ALL ELEVATIONS SHOWN HEREON ARE BASED UPON THE CITY OF MISSOURI CITY MONUMENT NO. 1144, 3" BRASS DISK IN CONCRETE, ELEVATION = 74.60.
- 14. 10M SQUARE CUT IN CENTERLINE OF INLET AT BACK OF CURB IN CONCRETE LOCATED ON THE 7TH INLET EAST ON CARPORT ROAD FROM ITS INTERSECTION WITH HAWKS ROAD, OPPOSITE PROJECT SITE. (ELEVATION = 75.0')
- 15. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ADJACENT PROPERTY IS SUBJECT TO CONSTRUCTION OF PUBLIC IMPROVEMENTS BY THE CITY OR THE GUARANTEE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS REQUIRED BY SECTION 82-208 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS, IS SUBMITTED TO AND ACCEPTED BY THE CITY.
- 16. BUILDINGS SHALL BE SET BACK A MINIMUM DISTANCE OF THIRTY (30) FEET FROM ANY PIPELINE OF FIFTEEN (15) FEET FROM ANY PIPELINE EASEMENT, UNLESS OTHERWISE SPECIFIED.
- 17. A TRAIL SHALL BE CONSTRUCTED BY THE DEVELOPER IN ACCORDANCE WITH CITY STANDARDS WITHIN THE THIRTY (30) FOOT TRAIL EASEMENT INDICATED ON THE PLAT.

RESERVE TABLE

RESTRICTED RESERVE A:	2.547 ACRES
RESTRICTED RESERVE B:	15.792 ACRES
RESTRICTED RESERVE C:	0.037 ACRE
RESTRICTED RESERVE D:	0.050 ACRE
RESTRICTED RESERVE E:	0.107 ACRE
RESTRICTED RESERVE F:	0.075 ACRE

LINE TABLE

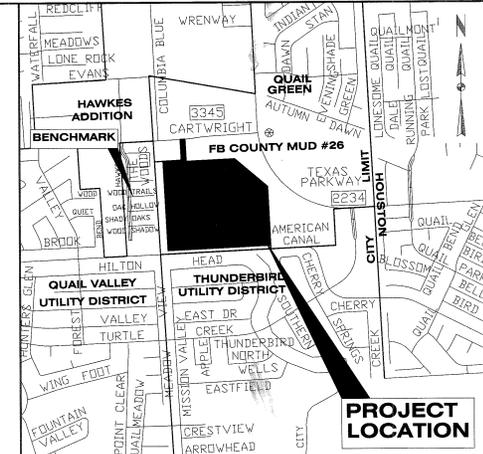
LINE	LENGTH	BEARING
L1	18.10	N89°38'39"E
L2	44.21	S89°23'20"W
L3	82.39	N02°22'14"E
L4	82.39	N82°20'14"W
L5	49.51	S89°23'20"W
L6	10.00	N64°25'36"E
L7	41.88	S89°40'49"E
L8	46.57	S89°40'49"E

LEGEND

DR	DRAINAGE RESERVE
UR	UTILITY EASEMENT
SE	SEWER EASEMENT
SSE	SAN. SEWER EASEMENT
WSE	WATER LINE EASEMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD
C1	35.31	25.00	89°55'34"	101'45'56"		32.45
C2	39.38	25.00	90°19'16"	144'45'47"		35.43
C3	39.17	25.00	89°46'41"	145'11'20"		35.39
C4	39.27	25.00	90°30'00"	144'39'48"		35.36
C5	39.18	25.00	89°44'44"	145'11'31"		35.28
C6	39.14	25.00	89°44'44"	145'11'10"		35.28
C7	39.38	25.00	90°19'16"	144'45'47"		35.43
C8	39.17	25.00	89°46'41"	145'11'20"		35.39
C9	39.28	25.00	90°01'53"	144'38'57"		35.36
C10	39.28	25.00	89°58'23"	145'21'50"		35.36
C11	39.27	25.00	90°00'00"	145'20'14"		35.36
C12	4.71	595.50	92°30'49"	100'56'39"		4.71
C13	47.92	478.00	100°41'55"	100'29'00"		47.50
C14	37.00	25.00	84°48'32"	147'10'30"		33.72
C15	39.28	25.00	89°58'23"	145'21'50"		35.36
C16	21.03	25.00	48°11'23"	102°55'54"		20.41
C17	25.56	50.00	29°17'26"	156'34'00"		25.29
C18	34.70	50.00	39°45'48"	102°41'25"		34.01
C19	42.38	25.00	97°55'34"	141'20'38"		37.47
C20	36.28	25.00	83°08'14"	150'13'56"		33.16
C21	37.31	25.00	80°16'42"	147'28'15"		33.87
C22	21.03	25.00	48°11'23"	102°54'43"		20.41
C23	21.03	25.00	48°11'23"	102°55'43"		20.41
C24	5.52	50.00	66°19'24"	144°51'44"		5.52
C25	21.03	25.00	48°11'23"	102°54'38"		20.41
C26	39.25	25.00	89°56'39"	145°08'16"		35.34
C27	39.28	25.00	89°58'23"	145°11'44"		35.37
C28	44.30	25.00	101°32'13"	112°05'18"		38.73
C29	44.30	25.00	101°32'13"	102°42'26"		38.73
C30	48.57	275.00	110°07'12"	102°16'36"		48.51
C31	48.57	275.00	110°07'12"	102°05'00"		48.51
C32	50.29	500.00	164°54'56"	102°30'32"		50.00
C33	50.29	500.00	164°54'56"	102°30'06"		50.00
C34	226.79	300.00	44°18'50"	102°40'49"		221.43
C35	249.99	325.00	43°17'07"	102°49'49"		243.98
C36	224.90	275.00	48°51'27"	102°35'45"		218.68
C37	245.35	300.00	44°51'27"	102°34'07"		238.24
C38	265.79	325.00	48°51'27"	102°30'40"		258.45
C39	184.18	265.00	39°49'15"	127°20'47"		190.49
C40	249.35	300.00	44°51'27"	102°30'40"		238.27
C41	248.69	325.00	42°11'30"	102°30'39"		241.15
C42	86.30	325.00	11°54'59"	104°41'15"		86.07
C43	73.57	325.00	12°34'39"	104°04'44"		73.42
C44	226.79	300.00	43°18'50"	102°40'49"		221.43
C45	200.33	265.00	43°18'50"	102°40'48"		195.80



VICINITY MAP
1"=2000'
KEY MAP PAGE: 610F

PARK GATE SECTION ONE

123 LOTS 6 BLOCKS 7 RESERVES

BENING A SUBDIVISION CONTAINING 42.051 ACRES LOCATED IN THE DAVID BRIGHT LEAGUE, A-13, AND BEING A REMAINDER PORTION OF A CALL 82,27952 ACRE TRACT AS RECORDED IN VOLUME 774, PAGE 748, AND VOLUME 875, PAGE 459 OF THE FORT BEND COUNTY DEED RECORDS, FORT BEND COUNTY, TEXAS

JULY, 2003
SCALE: 1"=100'

ENGINEER:
K. Chen Engineering
A Division of KC Utility, Inc.
Consulting Civil Engineers Houston Dallas
6181 Sevey, Suite 310, Houston, Texas 77036
Phone: 713.952.8888 Fax: 713.952.8984
KCE JOB #0304-01

OWNER:
PARK GATE VENTURES, L.L.C.
KENNETH D.W. JESSETT, MANAGER
8514 MEADOW CROFT
HOUSTON, TEXAS 77063-1124

2003007021
FILED FOR RECORD
24938
TIME 11:35 PM
JUL 25 2003
Shirley Wilson
County Clerk Fort Bend Co. Tex.



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(f) Consider authorizing a maintenance agreement between Missouri City and Fort Bend MUD No. 26 for the maintenance of a regional detention facility.
Submitted by: Jennifer Hobbs, P.E., CFM, Assistant City Engineer

SYNOPSIS

This proposed agreement between Fort Bend County Municipal Utility District No. 26 (the District) and the City of Missouri City is for the maintenance of a regional detention facility. This detention facility is proposed to be constructed by Pulte Homes of Texas L.P., to serve the Mustang Trails Development. In addition, this proposed facility will accept stormwater flows within the limits of the City and outside the District's boundaries.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Pulte Homes desires to construct a drainage and detention facility that includes a pump station to serve a proposed single-family residential community within the City, to be known as Mustang Trails. This detention facility will accept storm water drainage from lands within the City and located outside the boundaries of the MUD district. According to the District, the District desires not to maintain drainage facilities designed to serve the land located outside the District boundaries. In addition, it is better from an operational standpoint to have one agency responsible for the drainage system operations instead of having to coordinate between two agencies in emergencies.

Therefore, the Developer on behalf of the District will construct the regional detention facility to City's standards. Upon final acceptance of this detention facility by the City, the District proposes to convey any title and interest held by the District to the City and the City assume maintenance responsibilities of the detention facility.

The District shall make an annual payment to the City on or before January 31 of each year for the operation and maintenance of proposed improvements (facility) for ten thousand dollars (\$10,000). This amount will be reconciled each year to reflect the actual incurred operation and maintenance costs. All operational costs are subject to reimbursement, including staff time and electricity. Per the attached agreement, this amount can be amended on an annual basis to account for projected increase in operation and maintenance expenses. The District will pay for repairs and replacements above the annual operating costs. This agreement will terminate in the event the City determines that the operation of the proposed improvements is no longer necessary, should other drainage projects be implemented downstream.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
Mustang Trails Pump Station Maint. Revenue	Revenue Account TBD	TBD	\$0	\$0	\$10,000
Mustang Trails Pump Station Maint. Revenue	Expense Account TBD	TBD	\$0	\$0	\$10,000

Note: Upon approval, the revenue and expenditure accounts will be forthcoming.

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. Maintenance agreement
2. Exhibit of proposed detention facility

STAFF'S RECOMMENDATION

Staff's recommends authorizing this maintenance agreement between the City and the District.

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

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

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made by and between the City of Missouri City, Texas (hereinafter referred to as "City") and Fort Bend County Municipal Utility District No. 26, (hereinafter referred to as "District") acting by and through their authorized representatives. The City and the District are hereinafter referred to collectively as "Party" or "Parties".

WITNESSETH:

WHEREAS, District has acquired the real property in Missouri City, Texas described on Exhibit "A" attached hereto (the "Property") for the purpose of constructing a pump station and related drainage facilities (the "Improvements"); and

WHEREAS, Pulte Homes of Texas, L.P. (the "Developer") desires to construct or cause to be constructed on behalf of the District a drainage and detention facility (the "Detention Facility") within Reserve "B" of Park Gate, Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Clerk's File No. 2003100721 to serve a single-family residential community to be known as Mustang Trails as well as to accept storm water drainage from other lands within the City; and

WHEREAS, the Improvements and the Detention Facility will accept storm water drainage from lands within the City which are located outside of the boundaries of the District.

NOW, THEREFORE, in consideration of the construction and financing of the Improvements and the Detention Facility by the District, the City will accept both the Improvements and the Detention Facility for ownership and maintenance upon completion:

1. **Operation and Maintenance:** District shall operate and maintain the Detention Facility and Improvements prior to the completion thereof. Upon completion of the Detention Facility and Improvements, District and the City shall inspect the Detention Facility and Improvements, and barring any deficiencies, the City will accept the Detention Facility and Improvements for operation and maintenance. In the event of any deficiencies, District will ensure correction of such deficiencies and, following confirmation of such correction by the City, the City will accept the Detention Facility and Improvements for operation and maintenance.

2. **Ownership of Detention Facility and Improvements:** The Detention Facility and Improvements shall be constructed by the Developer on behalf of the District. The District and Developer have entered into an improvement financing and construction agreement which provides for the construction of improvements including the Detention Facility and Improvements. The District intends to reimburse Developer for such Detention Facility and Improvements pursuant to the rules of the Texas Commission on Environmental Quality. Upon final acceptance by the City of the Detention Facility and Improvements, the District shall convey any right title and interest then held by the District in the Detention Facility and Improvements to the City.

3. **Payment of Operations Expenses:** The District shall make an annual payment to the City for the operation and maintenance of the Improvements in the amount of ten thousand dollars (\$10,000.00) following conveyance of the facilities and on or before January 31st of each

year during the term of this Agreement (“Annual Payment”). The City and the District agree that the Annual Payment amount may be amended on an annual basis as necessary to account for projected operation and maintenance expenses. At the end of each year the City shall provide the District with a detailed accounting of all expenses associated with the operation and maintenance of the Improvements. In the event the Annual Payment is insufficient to cover the actual costs to the City associated with the operation and maintenance of the Improvements, including, but not limited to, wiring and electrical repairs, electricity, personnel, repairs, and insurance, then the District shall make an additional payment to the City to cover such additional costs. In the event that the Annual Payment exceeds the actual costs to the City associated with the operation and maintenance of the Improvements then the City shall refund the unexpended amount to the District by credit towards the Annual Payment for the subsequent year unless such amount exceeds the Annual Payment in which case the City shall credit the full amount of the Annual Payment for the subsequent year and shall make payment to the District for the additional amount due. This obligation shall terminate in the event that the City determines that the operation of the Improvements is no longer necessary and ceases to continue such operations.

4. **Decommission and Residual Value:** Following final acceptance of the Improvements by the City and conveyance of the Improvements to the City, the City will own the Improvements in their entirety and as such will be responsible for determining when or if such Improvements should be decommissioned. In the event the Improvements are decommissioned, the City shall be responsible for the costs associated with decommissioning the Improvements and shall be entitled to any and all residual value of the Improvements.

5. **Right to Utilize Detention Facility and Improvements:** The Detention Facility and Improvements will be constructed for the benefit of the City and the District and are the primary means of drainage for portions of the District. The District shall have a continuous and uninterrupted right to utilize the Detention Facility and Improvements for the drainage of lands within the District during the term of this Agreement.

6. **Insurance:** The City shall be responsible for maintaining general liability, property, and boiler and machinery insurance coverage for the current replacement value of the Improvements with deductibles and coverage limits that are consistent with coverages on similar equipment owned by the City.

7. **Pump Replacement:** In the event that the District and the City determine that replacement of one or more pumps or similar equipment is necessary to ensure that the Improvements remain operational, then the District shall be responsible for reasonable costs associated with the replacement of the pump or pumps in need of replacement.

8. **Term:** The initial term of this Agreement shall be fifty (50) years from the date of execution by the last party executing this Agreement, and thereafter shall automatically renew for successive periods of five (5) years each unless either party delivers written notice to the other prior to the commencement of any such five (5) year period that it desires to terminate this Agreement effective upon the end of the upcoming five (5) year period and furnishes the other party evidence that by the date of such termination the District and the City will no longer require the Detention Facility and Improvements to drain or detain storm water. Prior to the

effective date of such termination the terminating party must furnish, at its expense, alternative drainage and detention for the Property as reasonably determined by the District and the City.

9. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving 15 days' written notice of such change of address.

10. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in the Fort Bend County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. **Exhibits:** The exhibits attached to this Agreement are incorporated herein by reference.

12. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

13. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Detention Facility and Improvements and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

14. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

15. **Liability:** Neither Party, nor their respective officers, agents, or employees, shall be deemed to be an officer, agent, or employee of the other, and neither Party assumes any liability, obligation, or responsibility with respect to any action taken by the other, or with respect to damage or injury caused by the other, in securing, exercising, or in any manner performing the terms and conditions of this Agreement.

16. **Governmental Immunity:** Nothing in this agreement shall constitute a waiver by the Parties of governmental or sovereign immunity, nor shall the enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute a waiver of the Parties' governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent of the Parties to being sued.

17. **Covenant Running with the Land:** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the City and each and every subsequent owner to the City of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership). Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property. Notwithstanding the foregoing to the contrary, no person who acquires a subdivision lot within

the Property with a residence constructed thereon shall have any obligations under this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED this the ____ day of _____, 2018.

CITY OF MISSOURI CITY, TEXAS

By: _____
Allen Owen, Mayor

ATTEST:

By: _____
Maria Jackson, City Secretary

City of Missouri City, Texas
1522 Texas Parkway
Missouri City, TX 77489

CITY'S ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Allen Owen, Mayor of the City of Missouri City, Texas, a Texas municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT "A"

April 26, 2018
Job No. LJAS001-1680-5513

DESCRIPTION OF 0.0964 ACRE (4,198 SQUARE FEET) PUMP STATION

Being 0.0964 acre (4,198 square feet) of land located in the David Bright League, Abstract Number 13, Fort Bend County, Texas, being a portion of that certain called 55.8208 acre tract conveyed to Terra Prima No. 2, LTD. by instrument of record under File Number 2005108705 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), also being a portion of Reserve "B" of Park Gate Section One, a subdivision of record under Slide Number 2493 A & B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), said Reserve "B" being a portion of that certain called 33.977 acre tract conveyed to Pulte Homes of Texas L.P. by an instrument of record under File Number 2017076189, F.B.C.O.P.R., said 0.0964 acre tract being more particularly described by metes and bounds as follows, (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING at the common south corner of said 33.977 acre tract and that certain called 21.8025 acre tract conveyed to Clyde W. Hanks, Jr. by an instrument of record under Volume 788, Page 192 in the Deed Records of Fort Bend County, Texas (F.B.C.D.R.), from which a found 5/8-inch iron rod with cap (illegible) bears, South 87° 00' 30" West, 0.76 feet;

Thence, North 02° 51' 59" West, with the common line of said 33.977 acre tract and said 21.8025 acre tract, 234.22 feet to the POINT OF BEGINNING and southeast corner of the herein described tract;

Thence, South 86° 01' 56" West, departing said common line, 11.16 feet to a point for corner;

Thence, North 74° 20' 24" West, 50.51 feet to a point for corner;

Thence, South 87° 11' 22" West, 29.57 feet to a point for corner;

0.0964 Acre

April 26, 2018
Job No. LJAS001-1680-5513

Thence, North 02° 48' 38" West, 10.37 feet to a point for corner;

Thence, North 32° 38' 10" West, 14.00 feet to a point for corner;

Thence, North 56° 18' 14" East, 20.00 feet to a point for corner;

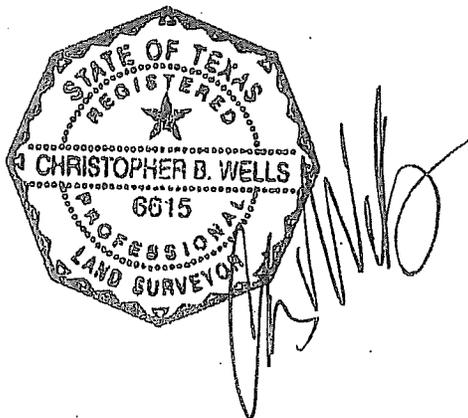
Thence, South 84° 36' 33" East, 22.20 feet to a point for corner;

Thence, North 56° 18' 14" East, 54.04 feet to a point for corner;

Thence, North 87° 08' 01" East, 10.00 feet to a point for corner in the common line of the
aforementioned 55.8208 acre tract and the aforementioned 21.8025 acre tract;

Thence, South 02° 51' 59" East, along said common line, at 67.37 feet pass a 5/8-inch
iron rod found for the common east corner of said 55.8208 acre tract and the aforementioned
33.977 acre tract, continuing along the east line of said 21.8025 acre tract and the west line of
said 33.977 acre tract for a total distance of 73.14 feet to the POINT OF BEGINNING and
containing 0.0964 acre (4,198 square feet) of land.

The corner monuments were not set at the client's request.

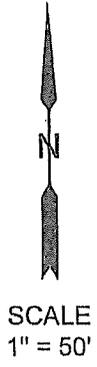


LJA Surveying, Inc.

RESTRICTED RESERVE "E"
 RESTRICTED TO STREET
 AND DRAINAGE
 SLIDE NO. 2493A & B
 F.B.C.P.R.

TERRA PRIMA NO. 2, LTD
 RESIDUE OF A
 CALLED 55.8208 ACRES
 F.N. 2005108705
 F.B.C.O.P.R.

RESTRICTED RESERVE "F"
 RESTRICTED TO DRAINAGE
 RESTRICTED TO DRAINAGE
 SLIDE NO. 2493A & B
 F.B.C.P.R.



PARK GATE
 SECTION ONE
 SLIDE NO. 2493A&B
 F.B.C.P.R.

RESTRICTED
 RESERVE "B"

PULTE HOMES OF TEXAS L.P.
 CALLED 33.977 ACRES
 F.N. 2017076189
 F.B.C.O.P.R.

FND. 5/8" I.R. W/CAP
 STAMPED "LJA ENG"

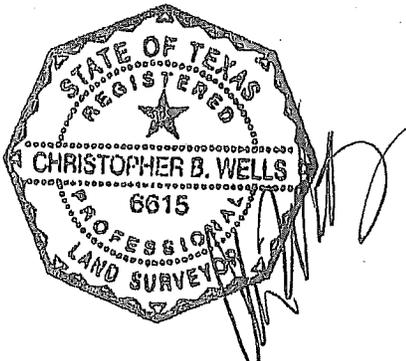
30' CHANNEL EASEMENT
 VOL. 342, PG. 353
 F.B.C.D.R.

CLYDE W. HANKS, JR.
 CALLED 21.8025 ACRES
 VOL. 788, PG. 192
 F.B.C.D.R.

Line Table		
Line #	Direction	Length
L1	S86° 01' 56"W	11.16'
L2	N74° 20' 24"W	50.51'
L3	S87° 11' 22"W	29.57'
L4	N02° 48' 38"W	10.37'
L5	N32° 38' 10"W	14.00'
L6	N56° 18' 14"E	20.00'
L7	S84° 36' 33"E	22.20'
L8	N66° 18' 14"E	54.04'
L9	N87° 08' 01"E	10.00'
L10	S02° 51' 59"E	73.14'

N02°51'59"W 234.22'

P.O.C.
 5/8" I.R. W/CAP (ILLEGIBLE)
 BEARS S87°00'30"W, 0.76'



NOTE:

- All bearings are referenced to Texas Coordinate System, South Central Zone, NAD 83.
- The corner monuments were not set at the client's request.

**EXHIBIT OF
 0.0964 ACRE (4,198 SQ. FT.)
 PUMP STATION**

**IN THE
 DAVID BRIGHT LEAGUE, A-13
 FORT BEND COUNTY, TEXAS**

APRIL 2018 JOB NO. LJA001-1680-5513

LJA Surveying, Inc.

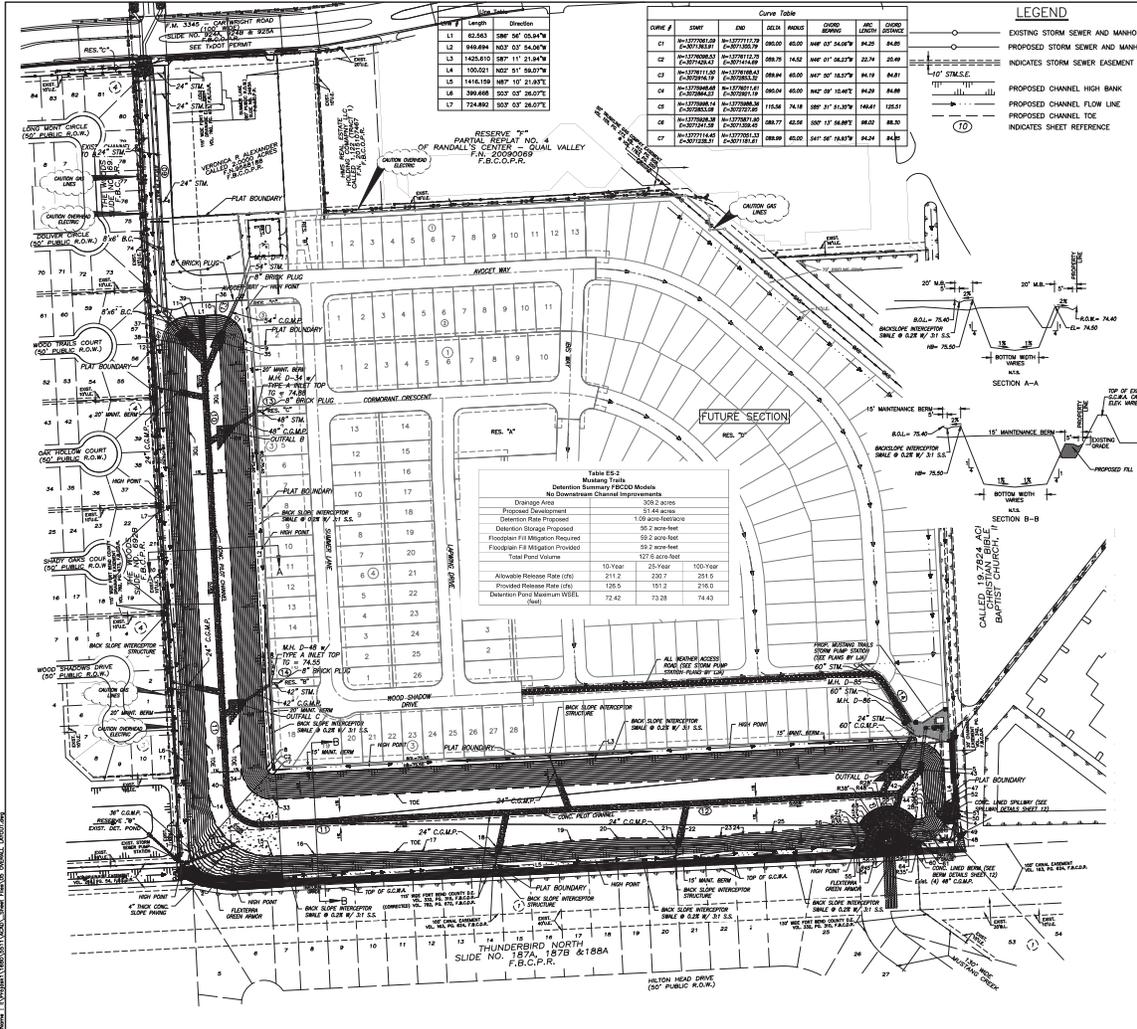
2929 Briarpark Drive
 Suite 175
 Houston, Texas 77042

Phone 713.953.5200

Fax 713.953.5026

T.B.P.L.S. Firm No. 10194382





Curve #	Length	Direction
L1	82.563	S89° 58' 06.847\"
L3	398.894	N02° 02' 36.074\"
L4	1425.810	S87° 11' 31.847\"
L5	100.221	N02° 51' 38.074\"
L6	1414.129	S87° 10' 31.847\"
L8	398.894	S02° 02' 36.074\"
L9	724.862	S03° 03' 36.074\"

Curve #	SWMT	END	DETA	PROG	CHORD	ARC	CHORD
C1	M-1377761.28	M-1377717.79	086.00	65.00	846° 42' 54.879	84.20	84.20
C2	M-1377686.42	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74
C3	M-1377612.12	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74
C4	M-1377612.12	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74
C5	M-1377612.12	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74
C6	M-1377612.12	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74
C7	M-1377612.12	M-1377612.12	088.75	14.2	846° 42' 54.879	22.74	22.74

LEGEND

- EXISTING STORM SEWER AND MANHOLE
- PROPOSED STORM SEWER AND MANHOLE
- INDICATES STORM SEWER EASEMENT
- 10' STREET
- PROPOSED CHANNEL HIGH BANK
- PROPOSED CHANNEL FLOW LINE
- PROPOSED CHANNEL TOE
- INDICATES SHEET REFERENCE

Point Table

Point #	Easting	Northing
1	74.00	1377928.373
2	73.00	1377981.890
3	73.00	1377988.874
4	67.73	1377901.800
5	73.00	1377911.5014
6	73.00	1377948.428
7	73.00	1377908.823
8	73.00	1377913.7529
9	73.00	1377961.0981
10	73.00	1377911.7388
11	73.00	1377914.4480
12	74.00	1377901.3248
13	74.00	1377928.4740
14	61.68	1377904.9237
15	61.72	1377917.2081
16	61.68	1377928.3730
17	61.68	1377928.3730
18	61.61	1377936.4482
19	61.56	1377958.8588
20	61.30	1377959.2746
21	61.29	1377957.3526
22	61.29	1377958.8588
23	61.29	1377958.8588
24	61.18	1377958.8588
25	61.18	1377958.8588
26	61.00	1377958.8588
27	60.87	1377958.8588
28	60.87	1377958.8588
29	60.80	1377958.8588
30	60.88	1377958.8588
31	60.29	1377958.8588
32	60.28	1377958.8588
33	61.55	1377904.9237
34	61.51	1377916.1577
35	60.00	1377908.8588
36	60.00	1377908.8588
37	61.84	1377908.3271
38	60.08	1377908.8588
39	61.92	1377908.8588
40	61.08	1377908.8588
41	61.02	1377908.8588
42	60.28	1377908.8588
43	60.20	1377908.8588
44	60.28	1377908.8588
45	60.28	1377908.8588
46	60.28	1377908.8588
47	60.28	1377908.8588
48	60.28	1377908.8588
49	60.28	1377908.8588
50	60.28	1377908.8588
51	60.28	1377908.8588
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64	60.28	1377908.8588
65	60.28	1377908.8588
66	60.28	1377908.8588
67	60.28	1377908.8588
68	60.28	1377908.8588
69	60.28	1377908.8588
70	60.28	1377908.8588
71	60.28	1377908.8588
72	60.28	1377908.8588
73	60.28	1377908.8588
74	60.28	1377908.8588

Table ES-2
Detention Basin and PCCO Models
No Downstream Channel Improvements

Drainage Area	300 ± acres
Proposed Development	3.84 acres
Detention Rate Provided	1.09 acre-feet
Detention Storage Provided	96.2 acre-feet
Floodplain Fill Mitigation Required	52.2 acre-feet
Floodplain Fill Mitigation Provided	59.2 acre-feet
Total Flood Volume	107.0 acre-feet
10-Year Allowable Release Rate (cfs)	214.2
25-Year Allowable Release Rate (cfs)	230.7
100-Year Allowable Release Rate (cfs)	251.0
Detention POND Maximum WVEL (feet)	72.42
	73.28
	74.43

BENCHMARK
A BENCHMARK IS A POINT OF KNOWN ELEVATION. IT IS A POINT OF REFERENCE FOR THE VERTICAL CONTROL OF A PROJECT. IT IS A POINT OF KNOWN ELEVATION. IT IS A POINT OF REFERENCE FOR THE VERTICAL CONTROL OF A PROJECT. IT IS A POINT OF KNOWN ELEVATION. IT IS A POINT OF REFERENCE FOR THE VERTICAL CONTROL OF A PROJECT.

NOTES:

WS&D RECORD DRAWING
I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED TO THE SITE, LOCATION, AND GRADE, AND THAT THE CONSTRUCTION AND OF OCCUPANCY OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE CONTRACT.

CONTRACTOR: _____ DATE: _____

DATE	REVISION	BY

MISSOURI CITY TEXAS
DEPARTMENT OF PUBLIC WORKS

SHASHI K. KUMAR, P.E., CITY ENGINEER

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 28

DRAINAGE CHANNEL IMPROVEMENTS AND MUSTANG BAYOU SUB-REGIONAL DETENTION FACILITY

OVERALL LAYOUT

LIA Engineering, Inc.
1004 W. Grand Parkway North
Suite 100
Spring, Texas 77474
Phone: 713.951.0200
Fax: 713.951.0200

LIA PROJECT NO.: 1680-5511
DRAWN: M.A.R. DESIGN: S.C.P. DATE: 09.01.2012
SCALE: 1" = 100'

SHEET NO. 05 OF 26



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 9(g) Agreement with the City of Rosenberg for Cooperative Purchasing
Submitted by: Shannon Pleasant, Purchasing and Risk Manager

SYNOPSIS

This is an interlocal agreement between the City and the City of Rosenberg for each city to utilize each other's contracts for goods and services in cooperative purchasing efforts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Develop a high performance City team.

BACKGROUND

Chapter 791, Tex. Gov't Code and Chapter 271, Subchapter F, Tex. Local Gov't Code, authorize cities to enter into interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. In accordance with state law and the City's purchasing policies, the City Council must authorize all agreements between political subdivisions.

This proposed interlocal agreement between Missouri City the City of Rosenberg allows each party to take advantage of each other's competitively bid contracts for goods and services. Under the agreement, each party is designated as the other's purchasing agent. Each party would be made aware of the other's contracts for goods and services and have an option to seek such goods and services from the contracted vendor under the other party's contract. The contract also designates the City's Purchasing and Risk Manager to act for and on behalf of the agreement.

Upon approval by the City and the City of Rosenberg, the agreement will be effective for a one-year term, with automatic one-year renewals each year thereafter for up to three years. Either party, upon sixty days' written notice to the other entity may terminate participation in this agreement.

BUDGET/FISCAL ANALYSIS

None.

Purchasing Review: Shannon Pleasant, CTPM, Procurement & Risk Manager
Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Agreement

STAFF'S RECOMMENDATION

Staff recommends that the City Council ratify the agreement.

**INTERLOCAL
AGREEMENT FOR
PURCHASING SERVICES**

This **Interlocal Agreement for Purchasing Services** (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code, and Chapter 271, Texas Local Government Code, by and between the City of Rosenberg, Texas ("Rosenberg"), a home-rule municipality, and the City of Missouri City, Texas, a home-rule municipality ("Missouri City").

WHEREAS, Rosenberg desires Missouri City's assistance in purchasing certain goods and services; and

WHEREAS, Missouri City desires Rosenberg's assistance in purchasing certain goods and services; and

WHEREAS, Missouri City is capable of and willing to assist Rosenberg in purchasing certain goods and services as specified in this Agreement on behalf of Rosenberg for the benefit of Rosenberg's residents and Rosenberg is willing to assist Missouri City in purchasing certain goods and services as specified in this Agreement on behalf of Missouri City for the benefit of Missouri City's residents; and

WHEREAS, Rosenberg and Missouri City find that this Agreement serves a public purpose;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits to be derived hereunder, Rosenberg and Missouri City agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to provide for purchasing services.

**ARTICLE II
TERMS AND CONDITIONS**

- 2.01 Rosenberg appoints Missouri City as its true and lawful purchasing agent for the purchase of certain goods and services through Missouri City's purchasing program.
- 2.02 Missouri City appoints Rosenberg as its true and lawful purchasing agent for the purchase of certain goods and services through Rosenberg's purchasing program.
- 2.03 Missouri City appoints its Purchasing and Risk Manager to act under the direction of, and on behalf of, Missouri City in all matters relating to this Agreement and any contracts made hereunder. Rosenberg appoints its

Purchasing Agent to act under the direction of, and on behalf of, Rosenberg in all matters relating to this Agreement and any contracts made hereunder

- 2.05 This Agreement shall apply only to those goods and services which either party desires to purchase for its own needs and for which the other party desires to purchase the same or similar goods and services under the same terms and conditions as would apply to the contracting party's own purchases, provided that, the contracted vendor agrees, as applicable, to purchases in Rosenberg under the contract between the vendor and Missouri City or to purchases in Missouri City under the contract between the vendor and Rosenberg.
- 2.06 The goods and services purchased pursuant to this Agreement shall be procured in accordance with Texas law. The costs for goods and services purchased by Rosenberg pursuant to this Agreement shall be the prices as reflected by a contract executed by Missouri City. The costs for goods and services purchased by Missouri City pursuant to this Agreement shall be the prices as reflected by a contract executed by Rosenberg.
- 2.07 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by the contracting party. The contracting party shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the procurement of the goods and services hereunder. The contracting party shall also be responsible for receiving, opening and awarding contracts. *The contracting party's responsibilities as set forth in this section include responsibility for the contracted vendor's compliance with all terms and conditions of delivery and the quality of the purchased goods or services.* Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the purchasing party at all reasonable times for inspection.
- 2.08 Nothing herein shall obligate either party to purchase any goods or services from the other party nor shall either party be obligated to include the other party in any procurement effort.

**ARTICLE III
DISPUTES**

Missouri City and Rosenberg agree that the ordering of goods and services purchased pursuant to this Agreement shall be each party's individual responsibility and that any dispute arising between the contracted vendor and Rosenberg shall be handled between Rosenberg and the contracted vendor, and any dispute arising between the contracted vendor and Missouri City shall be handled between Missouri City and the contracted vendor. Contracted vendors shall bill each party directly for the goods or services ordered by it.

LIABILITY

Both parties shall be responsible to the contracted vendor only for goods and services ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waive any rights under the applicable contract or as provided by law.

**ARTICLE V
PRICE AND PAYMENT OF GOODS AND SERVICES**

- 5.01 Goods and services purchased pursuant to this Agreement will be purchased for the price stated in the contract received and awarded by the contracting party to the vendor. Each party agrees to pay the vendor directly for all goods and services delivered, requested or picked up by the party in accordance with the price specified in contracting party's contract with the vendor. Both parties agree to pay for such purchases in accordance with Chapter 2251, Texas Government Code.
- 5.02 Ownership of goods purchased by Rosenberg shall transfer directly from the contracted vendor to Rosenberg. Ownership of goods purchased by Missouri City shall transfer directly from the contracted vendor to Missouri City.

**ARTICLE VI
APPLICABLE LAWS**

Rosenberg and Missouri City agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement. This Agreement shall be governed by the laws of the State of Texas, except conflict of laws provisions, with venue in Fort Bend County, Texas. Each party hereby consents to such jurisdiction and venue.

**ARTICLE VII
NOTICES**

All reports, payments, invoices, and other notices required to be given in connection with this Agreement shall be addressed as follows:

If to Rosenberg:

City of Rosenberg
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471
Attn: City Manager or Designee

If to City of Missouri City:

City of Missouri City
1522 Texas Parkway
Missouri City, TX
77489
Attn: City Manager or Designee

TERM

The term of this Agreement shall commence *when it is executed by both parties for a term of one (1) year thereafter*. This Agreement shall automatically renew for additional one (1) year terms thereafter, for up to a total of three (3) such terms, unless sooner terminated as provided in this Agreement. Rosenberg or Missouri City may terminate this Agreement at any time and for any reason by giving sixty (60) days advance written notice of termination to the other party.

ARTICLE IX CURRENT REVENUES

Rosenberg and Missouri City understand and agree that each party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to each party. Further, Rosenberg and Missouri City affirmatively find that the division of costs associated with this Agreement fairly and adequately compensates each party for its services or functions performed under this Agreement.

ARTICLE X ASSIGNABILITY

Neither party shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder.

ARTICLE XI WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE XII SEVERABILITY

This Agreement is made and is to be interpreted under the laws of the State of Texas. In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**ARTICLE XIII
AUTHORITY**

Rosenberg and Missouri City each represent that this Agreement has been executed by duly authorized representatives of each entity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF ROSENBERG, TEXAS

CITY OF MISSOURI CITY, TEXAS

William T. "Bill". Benton, Mayor

Allen Owen, Mayor

Date

Date

ATTEST:

ATTEST:

City Secretary

City Secretary

Date

Date

SEAL:

SEAL:



CITY COUNCIL AGENDA ITEM COVER MEMO

August 6, 2018

To: Mayor and City Council
Agenda Item: 10(a) Ordinance Ordering the 2018 General Election
Submitted by: Maria Jackson, City Secretary

SYNOPSIS

This is a one reading ordinance ordering the general election for November 6, 2018 to elect a Mayor and two at-large City Councilmembers.

BACKGROUND

Statutorily, August 10, 2018, is the recommended last day for City Council to order the designation of election precincts and polling places. Monday, August 20, 2018, is statutory last day for ordering the general election. If the Council passes the ordinance tonight, the Council is well within the time constraints for ordering the election.

Sufficient funds have been budgeted for conducting the City's general election on November 6, 2018. The cost of Missouri City's general election is dependent upon the shared cost of each jurisdiction contracting with Fort Bend County for election services in November. The total cost for election services may fluctuate due to jurisdictions cancelling their elections, which may increase Missouri City's shared cost for election services. Should the City cancel any at-large election race, the City's election cost would be less than estimated. Should the City hold a runoff election, the election cost will significantly increase.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY19 Funds Budgeted	Proposed FY19 Funds Available	Amount Requested
General Fund	101-53511-10-102	Election Expense	\$55,000	*36,597	\$20,000-\$30,000

**Amount takes into account expenses associated with the approval of the Fort Bend County joint election contract.*

Purchasing Review: N/A
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

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

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Consider adopting this ordinance ordering the election on the first and final reading.

Director Approval: Maria Jackson, City Secretary

ORDINANCE NO. O-18-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO AT-LARGE COUNCILMEMBERS; PROVIDING FOR JOINT ELECTIONS ON NOVEMBER 6, 2018, WITH OTHER ENTITIES CONTRACTING WITH FORT BEND COUNTY AND HARRIS COUNTY, RESPECTIVELY, FOR SUCH JOINT ELECTIONS; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Missouri City, Texas (the "City") has determined that a general election should be held in the City for the purpose of electing a Mayor, a Councilmember-At-Large, Position 1, and a Councilmember-At-Large, Position 2; and

WHEREAS, the City Council desires to proceed with the ordering of such election and has determined that holding such election is in the public interest; now, therefore,

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

Section 1. *Election order.* A general municipal election is hereby called and ordered for the 6th day of November, 2018 ("Election Day"), at which election all qualified voters residing within the corporate limits of the City of Missouri City, Texas, may vote for the purpose of electing a Mayor, a Councilmember-At-Large, Position 1, and a Councilmember-At-Large, Position 2, for full two-year terms. Said election shall be held in accordance with the Texas Election Code.

Section 2. *Election administrators.* For the portions of the City within Fort Bend County, for the general election called and ordered for the purpose of electing a Mayor, a Councilmember-At-Large, Position 1, and a Councilmember-At-Large, Position 2, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Fort Bend County shall be designated by the Elections Administrator of Fort Bend County; and such election officials shall conduct the City's general election in accordance with the "Fort Bend County Joint Election Agreement and Contract" to be approved and entered into. The Elections Administrator of Fort Bend County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City of Missouri City precincts in Fort Bend County. The official mailing address of the Elections Administrator is 301

Jackson Street, Richmond, Texas 77469; and the physical address is 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471. For the portions of the City within Harris County, for the general election called and ordered for the purpose of electing a Mayor, a Councilmember-At-Large, Position 1, and a Councilmember-At-Large, Position 2, the Harris County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Harris County shall be designated by the Elections Administrator of Harris County; and such election officials shall conduct the City's general election in accordance with the "Harris County Joint Election Agreement and Contract" to be approved and entered into. The Elections Administrator of Harris County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City of Missouri City precincts in Harris County. The official mailing address of the Elections Administrator is P.O. Box 1148, Houston, Texas 77251-1148; and the physical address is 1001 Preston, 4th Floor, Room 440, Houston, Texas 77002.

Section 3. *Election Day polling places and precincts.* The polling places for voting on Election Day for each City election precinct located in Fort Bend County shall be at the locations designated by Fort Bend County as countywide polling places and as set forth in Exhibit A, attached hereto and made a part hereof. Exhibit A may be modified to include additional or different locations designated by the Fort Bend County Elections Administrator and to conform to the Fort Bend County Joint Election Agreement and Contract. The polling place for voting on Election Day for each City election precinct located in Harris County shall be at the locations designated by Harris County as the polling place or the polling places set forth in Exhibit B, attached hereto and made a part hereof. Exhibit B may be modified to include additional or different locations designated by the Harris County Elections Administrator and to conform to the Harris County Joint Election Agreement and Contract.

Section 4. *Election Day schedule.* Each polling place on Election Day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. *Early voting polling places and schedule.* Early voting by personal appearance for each City election precinct located in Fort Bend County shall be at the locations, dates, and times as set forth in Exhibit C, attached hereto and made a part hereof. Exhibit C may be modified to include additional or different early voting locations, dates, and times designated by the Fort Bend County Elections Administrator and to conform to the Fort Bend County Joint Election Agreement and Contract. Early voting by personal appearance for each City election precinct located in Harris County shall be at the locations, dates, and times as set forth in Exhibit D, attached hereto and made a part hereof. Exhibit D may be modified to include additional or different early voting locations, dates, and times designated by the Harris County Elections Administrator and to conform to the Harris County Joint Election Agreement and Contract.

Section 6. *Method of voting.* Voting at the election, including early voting by personal appearance, shall be by use of the electronic voting system designated by the contracting entity and approved by the Texas Secretary of State. Early voting by mail shall be by paper ballot processed by an Early Voting Ballot Board through an electronic voting system designated by the contracting entity and approved by the Texas Secretary of State.

Section 7. *Early voting.* The Fort Bend County Elections Administrator is hereby designated as the Early Voting Clerk for each City election precinct located in Fort Bend County. An application for a voting ballot to be voted by mail for each City election precinct located in Fort Bend County shall be mailed to: Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; personally delivered to: 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; faxed to: 281-341-4418 or emailed to: vote@fortbendcountytexas.gov. If mailed, faxed, or sent by email or common carrier, an application for a voting ballot to be voted by mail, must be received no later than the later of the close of business or noon on Friday, October 26, 2018. If personally delivered, an application for a voting ballot to be voted by mail, must be received no later than the close of business on Friday, October 19, 2018. The Harris County Elections Administrator is hereby designated as the Early Voting Clerk for each City election precinct located in Harris County. An application for a voting ballot to be voted by mail for each City election precinct located in Harris County shall be mailed by regular mail to: Stan Stanart, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, Texas 77251-1148; sent by common or contract carrier (personal delivery) to: Stan Stanart, Harris County Clerk, 1001 Preston, 4th Floor, Room 440, Houston, Texas 77002; faxed to: 713-755-4983 or 713-437-8683; or emailed to: BBM@cco.hctx.net. If mailed, faxed, or sent by email or common carrier, an application for a voting ballot to be voted by mail, must be received no later than the later of the close of business or noon on Friday, October 26, 2018. If personally delivered, an application for a voting ballot to be voted by mail, must be received no later than the close of business on Friday, October 19, 2018.

Section 8. *Notice of changes.* The City Secretary shall provide notice of the election in accordance with state law and shall provide notice of any modifications to Exhibits A, B, C, and D on the City's internet website.

Section 9. *Canvassing.* The results of the election shall be canvassed and the returns shall be declared in accordance with state law.

Section 10. *Open meeting.* It is further found and determined that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter

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

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

Section 12. *Severability.* That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Missouri City, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this 6th day of August, 2018.

Allen Owen, Mayor

ATTEST:

Approved as to form:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

**Fort Bend County
Election Day Vote Centers
November 6, 2018 Joint Election**

Eligible Missouri City voters residing in Fort Bend County:

Missouri City Precinct No. 1: Those portions of Fort Bend County election Precinct Nos.

1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, and 4127 located within the City

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Beasley City Hall	319 S. 3rd St.	BEASLEY	77417
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Mustang Community Center	4521 FM 521	FRESNO	77545
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Mission Bend Elementary School	16200 Beechnut St.	HOUSTON	77083
Beck Jr. High School	5200 S Fry Rd.	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Cinco Ranch Branch Library	2620 Commercial Center	KATY	77494
Firethorne HOA Clubhouse	28800 S. Firethorne Rd.	KATY	77479
Katy ISD Administration Building	6301 S Stadium Ln.	KATY	77494
Living Word Lutheran Church	3700 S. Mason Rd.	KATY	77450
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Meadows Place City Hall	One Troyan Dr.	MEADOWS PLACE	77477
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd.	MISSOURI CITY	77489
Chasewood Clubhouse	7622 Chasewood Dr.	MISSOURI CITY	77489
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd.	MISSOURI CITY	77489
Lake Olympia Marina Clubhouse	180 Island Blvd.	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr.	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave.	MISSOURI CITY	77459
Missouri City Baptist Church	16816 Quail Park Dr.	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr.	MISSOURI CITY	77459
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Orchard City Hall	9714 Kibler	ORCHARD	77464
Bowie Middle School	700 Plantation Dr.	RICHMOND	77406
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
DeSeo at Grand Mission Clubhouse	19002 Mission Park Dr.	RICHMOND	77407
Eagle Heights Church	16718 W. Bellfort Blvd.	RICHMOND	77407
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr.	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd.	RICHMOND	77469
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave.	ROSENBERG	77471
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471
Our Lady of Guadalupe Family Life	1600 Avenue D	ROSENBERG	77471
BAPS Shri Swaminarayan Mandir	1150 Brand Ln.	STAFFORD	77479

Clements High School	4200 Elkins Dr.	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd.	SUGAR LAND	77479
First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Four Corners Community Center	15700 Old Richmond Rd.	SUGAR LAND	77478
Garcia Middle School	18550 Old Richmond Rd.	SUGAR LAND	77478
Greatwood Community/Rec Center	7225 Greatwood Pkwy.	SUGAR LAND	77479
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Kempner High School	14777 Voss Rd.	SUGAR LAND	77498
Knights of Columbus (Sugar Land)	702 Burney Rd.	SUGAR LAND	77498
Lost Creek Conference Center	3703 Lost Creek Blvd.	SUGAR LAND	77478
Museum of Natural Science	13016 University Blvd.	SUGAR LAND	77479
Oak Lake Baptist Church	15555 W. Airport Blvd.	SUGAR LAND	77498

**Harris County
Election Day Polling Locations
November 6, 2018 Joint Election**

Eligible Missouri City voters residing in Harris County:

Missouri City Precinct No. 2: That portion of Harris County election Precinct No. 506 located within the City

Precinct 2 polling places shall be the polling places set forth in the agreement to be entered into between the City of Missouri City and Harris County for election services.

**Fort Bend County
Early Voting Schedule
November 6, 2018 Joint Election**

Eligible Missouri City voters residing in Fort Bend County:

Missouri City Precinct No. 1: Those portions of Fort Bend County election Precinct Nos. 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, and 4127 located within the City

Early Voting Locations	Hours			
	Monday-Friday, October 22-26, 2018	Saturday, October 27, 2018	Sunday, October 28, 2018	Monday-Friday, October 29 – November 2, 2018
<p>Beasley City Hall 319 S. 3rd Street Beasley, Texas</p> <p>FBISD Administration Bldg. 16431 Lexington Blvd. Sugar Land, Texas</p> <p>Hightower High School 3333 Hurricane Lane Missouri City, Texas</p> <p>Lost Creek Park 3703 Lost Creek Blvd. Sugar Land, Texas</p> <p>Stafford City Hall 2610 Main St. Stafford, Texas</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>	<p>CLOSED</p>	<p>7:00 a.m. to 7:00 p.m.</p>
<p>Clayton Oaks Assisted Living 21175 SW Freeway Richmond, Texas</p> <p>Fort Bend County Rosenberg Annex 4520 Reading Road Rosenberg, Texas</p> <p>Four Corners Community Center 15700 Old Richmond Rd. Sugar Land, Texas</p> <p>Irene Stern Community Center 6920 Katy-Fulshear Road Fulshear, Texas</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>	<p>12:00 p.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>

<p>Meadows Place City Hall One Troyan Dr. Meadows Place, Texas</p> <p>Missouri City Community Center 1522 Texas Pkwy. Missouri City, Texas</p>				
<p>Chasewood Clubhouse 7622 Chasewood Drive Missouri City, Texas</p> <p>Fort Bend County Road & Bridge 3743 School Street Needville, Texas</p> <p>James Bowie Middle School 700 Plantation Dr. Richmond, Teas</p> <p>Quail Valley Fund Office 3603 Glenn Lakes Ln. Missouri City, Texas</p> <p>Sugar Land Branch Library 550 Eldridge Rd. Sugar Land, Texas</p> <p>Tompkins High School 4400 Falcon Landing Blvd. Katy, Texas</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>	<p>CLOSED</p>	<p>7:00 a.m. to 7:00 p.m.</p>
<p>Cinco Ranch Library 2620 Commercial Center Blvd. Katy, Texas</p> <p>Randall's 5800 New Territory Blvd. Sugar Land, Texas</p> <p>Clyde & Nancy Jacks Conference Center Aka First Colony Conference Center 3232 Austin Parkway Sugar Land, Texas</p> <p>Sienna Annex Community Room 5855 Sienna Springs Way Missouri City, Texas</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>	<p>12:00 p.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>

**Harris County
Early Voting Schedule
November 6, 2018 Joint Election**

Eligible Missouri City voters residing in Harris County:

Missouri City Precinct No. 2: That portion of Harris County election Precinct No. 506 located within the City

Precinct 2 polling places shall be the polling places set forth in the agreement to be entered into between the City of Missouri City and Harris County for election services.



CONCEJO DE LA CIUDAD MEMORANDO DE LA AGENDA DE LA REUNIÓN

6 de agosto de 2018

Para: El Alcalde y el Concejo de la Ciudad
Orden del día: 10(a) Ordenanza de las Elecciones Generales de 2018
Enviado por: Maria Jackson, Secretaria municipal

RESUMEN

Esta es la única lectura de la ordenanza que establece la elección general del 6 de noviembre de 2018, para elegir a un alcalde y dos miembros generales del concejo.

ANTECEDENTES

De forma estatutaria, el 10 de agosto de 2018, es el último día recomendado para que el Concejo Municipal ordene la designación de precintos electorales y lugares de votación. El lunes 20 de agosto de 2018 es legalmente el último día para ordenar las elecciones generales. Si el Concejo aprueba la ordenanza esta noche, el Concejo está dentro de las limitaciones de tiempo para ordenar la elección.

Se han presupuestado fondos suficientes para llevar a cabo las elecciones generales de la ciudad el 6 de noviembre de 2018. El costo de las elecciones generales de la ciudad de Missouri depende del costo compartido de cada jurisdicción que contrate con el condado de Fort Bend para los servicios electorales en noviembre. El costo total de los servicios electorales puede fluctuar debido a las jurisdicciones que cancelen sus elecciones, lo que puede aumentar los costos compartidos de la ciudad de Missouri para los servicios electorales. En caso de que la Ciudad cancele cualquier carrera electoral en general, el costo de elección de la Ciudad sería menor al estimado. Si la Ciudad celebra una segunda vuelta, el costo de la elección aumentará significativamente.

ANÁLISIS DEL PRESUPUESTO/FISCAL

Fuente de financiación	Número de cuenta	Código/nombre del proyecto	Fondos presupuestados FY19	Fondos disponibles FY19	Monto solicitado
Fondo general	101-53511-10-102	Gastos de la elección	\$55,000	*36,597	\$20,000 a \$30,000

**El monto tiene en cuenta los gastos asociados con la aprobación del contrato de elección conjunta del Condado de Fort Bend.*

Revisión de compra: N/A
Revisión financiera/del presupuesto: Bertha P. Alexander, Gerente de informes financieros y presupuestarios

Nota: El cumplimiento de los requisitos del cuestionario de conflicto de intereses, si es aplicable, y los requisitos de divulgación de la parte interesada (HB 1295) han sido confirmados/están pendientes dentro de los 30 días posteriores a esta acción del Concejo y antes de la ejecución.

MATERIALES COMPLEMENTARIOS

1. Ordenanza

RECOMENDACIÓN DEL STAFF

Considerar la adopción de la ordenanza que convoca a una elección especial y general en la primera y última lectura.

Aprobación del Director:

Maria Jackson, Secretaria municipal

ORDENANZA NO. O-18-__

UNA ORDENANZA DE LA CIUDAD DE MISSOURI CITY, TEXAS, EN LA QUE SE DISPONE QUE SE REALICE UNA ELECCIÓN GENERAL EL 6 DE NOVIEMBRE DE 2018, CON LA FINALIDAD DE ELEGIR UN ALCALDE Y DOS CONCEJALES GENERALES. DISPONER LAS ELECCIONES CONJUNTAS QUE SE REALIZARÁN EL 6 DE NOVIEMBRE DE 2018, CON LAS OTRAS ENTIDADES QUE HAN SUSCRITO CONTRATOS CON LOS CONDADOS DE FORT BEND Y HARRIS RESPECTIVAMENTE, PARA DICHAS ELECCIONES CONJUNTAS; DISPONER LOS PRECINTOS ELECTORALES Y LOS LUGARES DE VOTACIÓN; ESTABLECER LA DEROGACIÓN; DISPONER LA SEPARABILIDAD; Y DICTAR OTRAS DISPOSICIONES RELACIONADAS CON EL TEMA.

* * * * *

CONSIDERANDO QUE, el Concejo de la Ciudad de Missouri City, Texas (denominada de ahora en adelante la "Ciudad") ha determinado que deberá celebrarse una elección general en la Ciudad con la finalidad de elegir a un Alcalde, un Concejal General, Posición 1 y un Concejal General, Posición 2; y

CONSIDERANDO QUE, el Concejo de la Ciudad desea proceder con la realización de dichas elecciones y ha determinado que las mismas son de interés público; por la presente,

SEA ORDENADO POR EL CONCEJO DE LA CIUDAD DE MISSOURI CITY, TEXAS:

Sección 1. *Orden de comicios.* Por medio de la presente se convoca y ordena una elección municipal general para el 6 de noviembre de 2018 ("Día de la Elección") en la cual todos los votantes calificados que residan dentro de los límites corporativos de la Ciudad de Missouri City, Texas, podrán votar con la finalidad de elegir a un Alcalde, un Concejal General, Posición 1 y un Concejal General, Posición 2, para un período completo de dos años. Dicha elección se realizará de acuerdo con el Código Electoral de Texas.

Sección 2. *Administradores de los comicios.* Para las porciones de la Ciudad dentro del condado de Fort Bend, para las elecciones generales convocadas y ordenadas a los fines de elegir a un Alcalde, un Concejal General, Posición 1 y un Concejal General, Posición 2, el administrador de los comicios del condado de Fort Bend actuará como Oficial de contrataciones. Los funcionarios electorales para cada precinto de la Ciudad de Missouri City en el condado de Fort Bend serán designados por el Administrador de los comicios del condado de Fort Bend; y estos funcionarios electorales dirigirán las elecciones generales y especiales de la Ciudad según el "Acuerdo y contrato de elección conjunta del condado de Fort Bend" que se aprobará y suscribirá. Por el presente, se autoriza al Administrador de los comicios del condado de Fort Bend y se le ordena ofrecer

y facilitar todos los suministros electorales necesarios a todos los precintos de la Ciudad de Missouri City en el condado de Fort Bend. La dirección de correspondencia oficial del Administrador de los comicios es 301 Jackson Street, Richmond, Texas 77469, y su dirección física es 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471. Para las porciones de la Ciudad dentro del condado de Harris, para las elecciones generales convocadas y ordenadas a los fines de elegir a un Alcalde, un Concejal General, Posición 1 y un Concejal General, Posición 2, el administrador de los comicios del condado de Harris actuará como Oficial de contrataciones. Los funcionarios electorales para cada precinto de la Ciudad de Missouri City en el condado de Harris serán designados por el Administrador de los comicios del condado de Harris; y estos funcionarios electorales dirigirán las elecciones generales y especiales de la Ciudad según el “Acuerdo y contrato de elección conjunta del condado de Harris” que se aprobará y suscribirá. Por el presente, se autoriza al Administrador de los comicios del condado de Harris y se le ordena ofrecer y facilitar todos los suministros electorales necesarios a todos los precintos de la Ciudad de Missouri City en el condado de Harris. La dirección de correspondencia oficial del Administrador de los comicios es P.O. Box 1148, Houston, Texas 77251-1148, y su dirección física es 1001 Preston, 4o Piso, Sala 440, Houston, Texas 77002.

Sección 3. *Lugares y precintos de votación del Día de la Elección.* Los lugares de votación para sufragar el Día de la Elección en cada uno de los precintos electorales de la Ciudad ubicados en el condado de Fort Bend, estarán en los sitios designados por el condado de Fort Bend como Lugares de votación del Condado, y según lo establecido en el Anexo A, que se adjunta al presente como parte del mismo. El Anexo A puede modificarse para incluir sitios adicionales o distintos, designados por el Administrador de los comicios del condado de Fort Bend, y conforme al Acuerdo y contrato de elección conjunta del condado de Fort Bend. El lugar de votación para sufragar el Día de la Elección en cada uno de los precintos electorales de la Ciudad ubicados en el condado de Harris, estarán en los sitios designados por el condado de Harris como Lugares de votación del Condado o según lo establecido en el Anexo B, que se adjunta al presente como parte del mismo. El Anexo B puede modificarse para incluir sitios adicionales o distintos, designados por el Administrador de los comicios del condado de Harris, y conforme al Acuerdo y contrato de elección conjunta del condado de Harris.

Sección 4. Horarios del Día de la Elección. Cada lugar de votación estará abierto de 7:00 am a 7:00 pm el Día de la Elección.

Sección 5. Lugares de votación temprana y horarios. La votación temprana presencial para cada precinto electoral de la Ciudad ubicado en el condado de Fort Bend debe realizarse en los sitios, las fechas y los horarios establecidos en el Anexo C, que se adjunta al presente como parte del mismo. El Anexo C puede modificarse para incluir lugares de votación temprana, fechas y horarios adicionales o distintos, designados por el Administrador de los comicios del condado de Fort Bend, y conforme al Acuerdo y contrato de elección conjunta del condado de Fort Bend. La votación temprana presencial para cada precinto electoral de la Ciudad ubicado en el condado de Harris debe

realizarse en los sitios, las fechas y los horarios establecidos en el Anexo D, que se adjunta al presente como parte del mismo. El Anexo D puede modificarse para incluir lugares de votación temprana, fechas y horarios adicionales o distintos, designados por el Administrador de los comicios del condado de Harris, y conforme al Acuerdo y contrato de elección conjunta del condado de Harris.

Sección 6. Método de votación. La votación en la elección, incluida la votación temprana presencial, debe utilizar el sistema de voto electrónico designado por la entidad contratante y aprobado por el Secretario de Estado de Texas. La votación temprana por correspondencia deberá realizarse con una boleta de papel procesada por un Tablero de boletas de votación temprana, a través de un sistema de voto electrónico designado por la entidad contratante y aprobado por el Secretario de Estado de Texas.

Sección 7. *Votación adelantada.* Por el presente, se designa al Administrador de los comicios del condado de Fort Bend como Secretario de votación temprana para cada uno de los precintos electorales de la Ciudad ubicados en el condado de Fort Bend. La solicitud para recibir una boleta de votación por correspondencia para cada uno de los precintos electorales de la Ciudad ubicados en el condado de Fort Bend debe enviarse por correo a: Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; o debe entregarse personalmente en: 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; por fax al: 281-341-4418 o por correo electrónico a: vote@fortbendcountytexas.gov. Si se envía por correo, por fax, por correo electrónico o por un transportista general, la solicitud para recibir una boleta de votación por correspondencia debe ser recibida antes de la finalización del horario laboral o el mediodía del viernes 26 de octubre de 2018. Si se entrega personalmente, la solicitud para recibir una boleta de votación por correspondencia debe ser recibida antes de la finalización del horario laboral el viernes 19 de octubre de 2018. Por el presente, se designa al Administrador de los comicios del condado de Harris como Secretario de votación temprana para cada uno de los precintos electorales de la Ciudad ubicados en el condado de Harris. La solicitud para recibir una boleta de votación por correspondencia para cada uno de los precintos electorales de la Ciudad ubicados en el condado de Harris debe enviarse por correo a: Stan Stanart, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, Texas 77251-1148; enviada por servicio de mensajería (entrega en persona) a: Stan Stanart, Harris County Clerk, 1001 Preston, 4th Floor, Room 440, Houston, Texas 77002; por fax al: 713-755-4983 o 713-437-8683; o por correo electrónico a: BBM@cco.hctx.net. Si se envía por correo, por fax, por correo electrónico o por un transportista general, la solicitud para recibir una boleta de votación por correspondencia debe ser recibida antes de la finalización del horario laboral o el mediodía del viernes 26 de octubre de 2018. Si se entrega personalmente, la solicitud para recibir una boleta de votación por correspondencia debe ser recibida antes de la finalización del horario laboral el viernes 19 de octubre de 2018.

Sección 8. *Aviso de cambios.* El Secretario de la Ciudad deberá notificar sobre la elección según la ley estatal, y deberá avisar sobre cualquier modificación a los Anexos A, B, C y D en el sitio de Internet de la Ciudad.

Sección 9. Escrutinio. Los resultados de la elección serán investigados, y las devoluciones deberán ser declaradas de conformidad con la ley estatal.

Sección 10. Junta de apertura. De manera adicional, se descubrió y determinó que se publicó una notificación por escrito de la fecha, el horario, el lugar y el tema de esta reunión del Concejo de la Ciudad en un lugar accesible al público del Ayuntamiento de la Ciudad, en el plazo anterior a esta reunión dispuesto por la Ley de Reuniones Abiertas, Capítulo 551, Código de Gobierno de Texas, y que esta reunión ha estado abierta al público según lo requerido por la ley en todo momento durante esta Ordenanza, y que el tema de discusión del presente se ha debatido, considerado, y que se ha actuado formalmente en consecuencia. El Ayuntamiento de la Ciudad vuelve a ratificar, aprobar y confirmar esta notificación por escrito y su publicación.

Sección 11. Derogación. Todas las ordenanzas o cualquier parte de ellas que entre en conflicto con lo siguiente serán derogadas por el presente solo en la medida de dicho conflicto.

Sección 12. Divisibilidad: Que si alguna sección, subsección, oración, cláusula o frase de esta ordenanza, o su aplicación a un grupo determinado de personas o circunstancias, llegara a ser considerada no válida por cualquier motivo, o juzgada inconstitucional por un tribunal de jurisdicción competente, esta invalidez no afectará las porciones restantes de esta ordenanza, y a tal fin las distintas porciones y disposiciones de esta ordenanza se declaran separables; y el Ayuntamiento de la Ciudad de Missouri City, Texas, declara haber aprobado todas y cada una de sus partes a pesar de la omisión de cualquiera de esas partes que pueda ser declarada no válida o inconstitucional, se trate bien sea de una o varias partes.

APROBADA, AUTORIZADA Y ADOPTADA en la primera y última lectura el día _____ de _____, 2018.

Allen Owen, Alcalde

DOY FE:

Aprobado en cuanto a la forma:

Maria Jackson, Secretaria municipal

E. Joyce Iyamu, Procurador Municipal

**Condado de Fort Bend
Centros de votación para el día de las elecciones
Elecciones conjuntas del 6 de noviembre de 2018**

Votantes de la Ciudad de Missouri City elegibles que residan en el Condado Fort Bend:

Missouri City Precinto No. 1: Las porciones de los Precintos de elección del Condado Fort Bend Nos. 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, y 4127 ubicados dentro de la ciudad.

LUGAR DE VOTACIÓN A TRAVÉS DEL CONDADO	DIRECCIÓN	CIUDAD	CÓDIGO POSTAL
Beasley City Hall	319 S. 3rd St.	BEASLEY	77417
M.R. Massey Admin. Edificio	1570 Rabb Road	FRESNO	77545
Mustang Community Center	4521 FM 521	FRESNO	77545
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Mission Bend Elementary School	16200 Beechnut St.	HOUSTON	77083
Beck Jr. High School	5200 S Fry Rd.	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Cinco Ranch Branch Library	2620 Commercial Center	KATY	77494
Firethorne HOA Clubhouse	28800 S. Firethorne Rd.	KATY	77479
Katy ISD Administration Building	6301 S Stadium Ln.	KATY	77494
Living Word Lutheran Church	3700 S. Mason Rd.	KATY	77450
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Meadows Place City Hall	One Troyan Dr.	MEADOWS PLACE	77477
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd.	MISSOURI CITY	77489
Chasewood Clubhouse	7622 Chasewood Dr.	MISSOURI CITY	77489
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd.	MISSOURI CITY	77489
Lake Olympia Marina Clubhouse	180 Island Blvd.	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr.	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave.	MISSOURI CITY	77459
Missouri City Baptist Church	16816 Quail Park Dr.	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr.	MISSOURI CITY	77459
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Orchard City Hall	9714 Kibler	ORCHARD	77464
Bowie Middle School	700 Plantation Dr.	RICHMOND	77406
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
DeSeo at Grand Mission Clubhouse	19002 Mission Park Dr.	RICHMOND	77407
Eagle Heights Church	16718 W. Bellfort Blvd.	RICHMOND	77407
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr.	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd.	RICHMOND	77469
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave.	ROSENBERG	77471
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471

Our Lady of Guadalupe Family Life	1600 Avenue D	ROSENBERG	77471
BAPS Shri Swaminarayan Mandir	1150 Brand Ln.	STAFFORD	77479
Clements High School	4200 Elkins Dr.	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd.	SUGAR LAND	77479
First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Four Corners Community Center	15700 Old Richmond Rd.	SUGAR LAND	77478
Garcia Middle School	18550 Old Richmond Rd.	SUGAR LAND	77478
Greatwood Community/Rec Center	7225 Greatwood Pkwy.	SUGAR LAND	77479
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Kempner High School	14777 Voss Rd.	SUGAR LAND	77498
Knights of Columbus (Sugar Land)	702 Burney Rd.	SUGAR LAND	77498
Lost Creek Conference Center	3703 Lost Creek Blvd.	SUGAR LAND	77478
Museum of Natural Science	13016 University Blvd.	SUGAR LAND	77479
Oak Lake Baptist Church	15555 W. Airport Blvd.	SUGAR LAND	77498

Condado de Harris
Lugares de votación para el día de las elecciones
Elecciones conjuntas del 6 de noviembre de 2018

Votantes de la Ciudad de Missouri City elegibles que residen en el Condado Harris:
Missouri City Precinto No. 2: La porción del Precinto de elección del Condado Harris
No. 506 ubicado dentro de la ciudad

Los 2 lugares de votación del Precinto serán los lugares de votación establecidos en el acuerdo que se celebrará entre la Ciudad de Missouri y el Condado Harris para servicios de elección.

**Condado de Fort Bend
Horario de votación anticipada
Elecciones conjuntas del 6 de noviembre de 2018**

Votantes de la Ciudad de Missouri City elegibles que residan en el Condado Fort Bend:

Missouri City Precinto No. 1: Las porciones de los Precintos de elección del Condado Fort Bend Nos. 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, and 4127 ubicadas dentro de la ciudad.

Lugar de Votación Anticipada	Horas			
	Lunes a Viernes, 22 al 26 de octubre de 2018	Sábado, 27 de octubre de 2018	Domingo, 28 de octubre de 2018	Lunes a Viernes, 29 de octubre al 2 de noviembre de 2018
Beasley City Hall 319 S. 3rd Street Beasley, Texas FBISD Administration Bldg. 16431 Lexington Blvd. Sugar Land, Texas Hightower High School 3333 Hurricane Lane Missouri City, Texas Lost Creek Park 3703 Lost Creek Blvd. Sugar Land, Texas Stafford City Hall 2610 Main St. Stafford, Texas	8:00 a.m. a 5:00 p.m.	7:00 a.m. a 7:00 p.m.	CERRADO	7:00 a.m. a 7:00 p.m.
Clayton Oaks Assisted Living 21175 SW Freeway Richmond, Texas Fort Bend County Rosenberg Annex 4520 Reading Road Rosenberg, Texas Four Corners Community Center 15700 Old Richmond Rd. Sugar Land, Texas Irene Stern Community Center 6920 Katy-Fulshear Road Fulshear, Texas	8:00 a.m. a 5:00 p.m.	7:00 a.m. a 7:00 p.m.	12:00 p.m. a 5:00 p.m.	7:00 a.m. a 7:00 p.m.

<p>Meadows Place City Hall One Troyan Dr. Meadows Place, Texas</p> <p>Missouri City Community Center 1522 Texas Pkwy. Missouri City, Texas</p>				
<p>Chasewood Clubhouse 7622 Chasewood Drive Missouri City, Texas</p> <p>Fort Bend County Road & Bridge 3743 School Street Needville, Texas</p> <p>James Bowie Middle School 700 Plantation Dr. Richmond, Teas</p> <p>Quail Valley Fund Office 3603 Glenn Lakes Ln. Missouri City, Texas</p> <p>Sugar Land Branch Library 550 Eldridge Rd. Sugar Land, Texas</p> <p>Tompkins High School 4400 Falcon Landing Blvd. Katy, Texas</p>	<p>10:00 a.m. a 7:00 p.m.</p>	<p>7:00 a.m. a 7:00 p.m.</p>	<p>CERRADO</p>	<p>7:00 a.m. a 7:00 p.m.</p>
<p>Cinco Ranch Library 2620 Commercial Center Blvd. Katy, Texas</p> <p>Randall's 5800 New Territory Blvd. Sugar Land, Texas</p> <p>Clyde & Nancy Jacks Conference Center Aka First Colony Conference Center 3232 Austin Parkway Sugar Land, Texas</p> <p>Sienna Annex Community Room 5855 Sienna Springs Way Missouri City, Texas</p>	<p>10:00 a.m. a 7:00 p.m.</p>	<p>7:00 a.m. a 7:00 p.m.</p>	<p>12:00 p.m. a 5:00 p.m.</p>	<p>7:00 a.m. a 7:00 p.m.</p>

Condado de Harris
Horario de votación anticipada
Elecciones conjuntas del 6 de noviembre de 2018

Votantes de la Ciudad de Missouri City elegibles que residan en el Condado Harris:
Missouri City Precinto No. 2: La porción del Precinto de elección del Condado Harris
No. 506 ubicado dentro de la ciudad

Los lugares de votación del Precinto 2 serán los lugares de votación establecidos en el acuerdo que se celebrará entre la Ciudad de Missouri y el Condado Harris para servicios de elección.



**Council Agenda Item
August 6, 2018**

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

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**
