

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**REGINALD PEARSON**  
Councilmember District A

**JEFFREY L. BONEY**  
Councilmember District B

**ANTHONY G. MAROULIS**  
Councilmember District C

**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, January 7, 2019, at 7:00 p.m.** at: **City Hall, Council Chamber, 2<sup>nd</sup> Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS** – *There are no Presentations and Recognitions on this agenda.*

**4. PUBLIC COMMENTS**

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

**5. STAFF REPORTS**

- (a) City Manager announcements.

**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 December 17, 2018.

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

**(a) Zoning Public Hearings and Ordinances**

- (1) Consider an ordinance amending the regulations and restrictions of PD Planned Development District No. 81 on an approximate 38.51-acre tract of land to allow for a mixed use development to include commercial, retail, office/warehouse, townhomes and multifamily residential developments; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the second and final reading. The subject site is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of Armstrong Elementary School.

- (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 execution of a contract for the construction of the Surface Water Treatment Plant Phase II plant expansion.
- (b) Consider authorizing the execution of the Dry Creek access agreement.
- (c) Consider authorizing the purchase of a new fire truck through the Houston-Galveston area Council (HGAC) cooperative purchasing program.

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

11. **RESOLUTIONS**

- (a) Consider a resolution denying a request from Fort Bend County Municipal Utility District 24 to annex 519.35 acres of land to the City’s Groundwater Reduction Plan (GRP) area.

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 Title 5, Chapter 551 of the Texas Government Code.*

14. **RECONVENE**

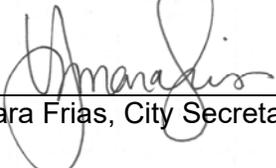
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

15. **ADJOURN**

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

**CERTIFICATION**

I certify that a copy of the January 7, 2019, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 4, 2019, 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 \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**Council Agenda Item  
January 7, 2019**

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

VASHAUNDRA EDWARDS  
Councilmember at Large Position No. 1

CHRIS PRESTON  
Councilmember at Large Position No. 2



REGINALD PEARSON  
Councilmember District A

JEFFREY L. BONEY  
Councilmember District B

ANTHONY G. MAROULIS  
Councilmember District C

FLOYD EMERY  
Councilmember District D

## CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, December 17, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:15 p.m.** to consider the following:

### 1. CALL TO ORDER

Mayor Owen called the meeting to order at 5:22 p.m.

Those also present: Councilmembers Edwards, Pearson, Boney, and Maroulis; City Manager Snipes, City Attorney Iyamu, Deputy City Secretary Berglund, Assistant City Manager Atkinson, Director of Economic Development Esch, Director of Communications Walker, Assistant Director of Public Works Brouhard, and Media Relations Specialist II Kalimkoottil. Councilmember Emery arrived at 6:10 p.m. Councilmember Preston arrived at 6:19 p.m. Also present: Frank Hester, Roy Gilbert, and Cory Stottlemeyer. Absent: City Secretary Jackson.

### 2. DISCUSSION/POSSIBLE ACTION

(a) Consider concurring with the appointment of a Financial Services Director.

City Manager Snipes presented on the appointment of a Financial Services Director. Staff recommended Allena Portis who served as the Director of Finance for League City.

Councilmember Maroulis moved to concur with the city manager's appointment of Allena Portis as the Financial Services Director. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

(b) Consider an order canvassing the returns of the Special Election held in the City of Missouri City, Texas, on December 8, 2018, for the purpose of electing a Mayor and Councilmember At-Large Position No. 2; declaring the election of a Mayor and a Councilmember At-Large Position No. 2; and consider the order on the first and final reading.

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

(c) Receive an update on City Park I, LLC; City Park II, LLC; City Park III, LLC; and City Park IV, LLC Texas Local Government Code Chapter 380 agreement.

Director of Economic Development Esch presented an update on City Park I, LLC; City Park II, LLC; City Park III, LLC; and, the City Park IV, LLC Texas Local Government Code Chapter 380 agreement.

(d) Discuss the annual City Council work sessions and budget prioritization retreat.

City Manager Snipes presented an overview of the upcoming annual City Council work sessions and budget prioritization retreat, which would be scheduled in January.

(e) Discuss the City Council recognition policy.

City Manager Snipes discussed current procedures regarding City Council recognition. Snipes suggested the policy be based on the currently employee recognition policy.

Councilmember Pearson moved to direct the city manager to create a City Council recognition policy based on the existing employee recognition policy and the draft that was presented. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

### 3. **CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 5:49 p.m.

**Texas Government Code, Section 551.071** – Consultation with attorney to seek or receive legal advice regarding pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: (i) Marie Sangria Carter v. City of Missouri City (Fort Bend County Cause Number 17-DCV-243678 in the 434th Judicial District of Fort Bend County, Texas); (ii) Creekmont Community Association, Inc. and Rena Marshall v. the City of Missouri City, Texas; et al. (Harris County Cause Number 2017-05988 in the 125th Judicial District of Harris County, Texas); (iii) Paul A. Kubosh v. Honorable Robert C. Richter, Jr., Judge, Municipal Court, Missouri City, Texas (Fort Bend County Cause Number 18-DCV-250081 in the 240th Judicial District of Fort Bend County) (iv) The City of Missouri City, Texas v. Third Coast Services, LLC (Fort Bend County Cause Number 18-DCV-252938 in the 458th Judicial District of Fort Bend County, Texas); (v) City of Missouri City, Texas v. Marilyn Pearl Weaver and 2211 Glenn Lakes Lane, Missouri City, in rem (Fort Bend County Cause Number 16-DCV-229145 in the 434th District Court of Fort Bend County); (vi) Nicholas Harper v. City of Missouri City, Mike Berezin, Greg T. Nelson, John Doe 1 (United States Southern District of Texas Cause Number 4:18-CV-01562); (vii) Luis Aida Matos v. City of Missouri City (Fort Bend County Cause Number 17-DCV-245053 in the 240th Judicial District Court of Fort Bend County, Texas).

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

### 4. **RECONVENE**

At 6:05 p.m., Council reconvened into open session.

Councilmember Emery made a motion to authorize the city manager to negotiate and execute a settlement agreement in an amount not less than \$48,862.78 to settle City of Missouri City v. Third Coast Services, LLC. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney made a motion to authorize the execution of a settlement agreement between the City of Missouri City and Ashton Houston Residential, L.L.C. and M/I Homes of Houston LLC for certain attorney's fees related to Creekmont Community Association, Inc. and Rena Marshall v. City of Missouri City, Texas, et al. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

### 5. **ADJOURN**

The special City Council meeting adjourned at 6:09 p.m.

*ATTEST:*

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Yolanda Ford, Mayor

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Maria Jackson, City Secretary

**ALLEN OWEN**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Councilmember at Large Position No. 2



**REGINALD PEARSON**  
Councilmember District A

**JEFFREY L. BONEY**  
Councilmember District B

**ANTHONY G. MAROULIS**  
Councilmember District C

**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL MEETING MINUTES**

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, December 17, 2018**, at the City Hall, Council Chamber, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

### **1. ROLL CALL**

Mayor Owen called the meeting to order at 7:03 p.m.

Those also present: Councilmembers Edwards, Preston, Pearson, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, and Deputy City Secretary Berglund. Absent: City Secretary Jackson.

**2. The PLEDGE OF ALLEGIANCE** was led by Fire Chief Campbell.

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

Judge Sinclair administered the oath of office to Yolanda Ford, Mayor. Mayor Ford administered the oath of office to Chris Preston, City Councilmember At-Large Position No. 2. Mayor Ford recognized Mayor Allen Owen for over 32 years of service to the City of Missouri City, Texas. State Representative Johnson and State Representative Jackson Lee congratulated Mayor Ford. Diana Wasters presented a resolution to Mayor Ford on behalf of Senator Borris Miles. Grants Coordinator Dixon presented the Community Development Block Grant scholarship to recipients. Mayor Ford and Director of Communications Walker recognized the Communications department for receiving multiple 2018 TAMI awards. Brian Nguyen presented on Thomas Plaza II updates.

### **4. PUBLIC COMMENTS**

**Noel Pinnock**, 2903 Robinson Road, spoke of his concerns with the possibility of Fort Bend Independent School District rezoning high schools.

**Bruce Zaborowski**, 7915 Chancel, spoke of his concerns with the Fonmeadow subdivision.

### **5. STAFF REPORTS**

City Manager Snipes thanked former Mayor Owen for his dedication and guidance; and, congratulated Mayor Ford and Councilmember Preston. He reminded everyone that the City Hall non-emergency offices would be closed December 24 through December 25. Snipes invited everyone to the upcoming events: the Junior Tennis Winter break Camp on December 26 through December 28; Roaring 20's New Year's Eve party at the City Centre on December 31; and, the Car Seat Safety Check event on January 3 at the Target parking lot. Snipes also noted the Animal Shelter offered a 25 percent discount on new pet adoptions fees.

### **6. CONSENT AGENDA**

- (a) Consider approving the minutes of the special and regular City Council meetings of December 3, 2018.

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

## 7. PUBLIC HEARINGS AND RELATED ACTIONS

### (a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request to rezone an approximate 5.19-acre tract of land from R-1-A single family residential district to PD Planned Development District to allow for the development of a child care facility and certain commercial uses, including, but not limited to, educational and professional offices and neighborhood and specialized retail uses; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the first of two readings. The subject site is located north of Life Pointe Church, south of Olympia Estates, east of Olympia Estates and Vicksburg, Village of Sedona Creek and west of Vicksburg, Village of Cumberland.

Director of Development Services Spriggs presented an update on the application submitted to provide development and design standards for a multiple phase, mixed use development. Spriggs noted they were over the 25 percent of opposition for this request.

Councilmember Emery moved to adopt the ordinance. Councilmember Maroulis seconded.

**Kim Gies**, 3003 Tecumseh Court, spoke against the request.

**Jim Klimek**, 2739 Prichard Court, spoke against the request.

**Kathleen Jacobs**, 3230 Woods Canyon Court, spoke against the request.

**Travis Huehlefeld**, 2500 Fannin Street, attorney for the applicant, spoke in support of the request.

**MaryLee W. Vandervoort**, 2718 Prichard Court, spoke against the request.

**Roy Ross**, 2507 Shadow Oaks Drive, spoke against the request.

**Mary Ross**, 2507 Shadow Oaks Drive, spoke against the request.

Councilmember Boney thanked staff, the applicant, and the community for their feedback and input; however, he would vote with the residents and oppose the project. Councilmember Emery also thanked the residents and the applicant but stated he opposed the project, as well. Councilmember Maroulis thanked everyone who did their due diligence but sided with Councilmember Boney.

Mayor Ford requested a vote from City Council. With no affirmation to adopt the ordinance, motion failed unanimously.

- (2) Public hearing to receive comments for or against a request to amend the regulations and restrictions of PD Planned Development District No. 81 on an approximate 38.51-acre tract of land to allow for a mixed use development to include commercial, retail, office/warehouse, townhomes and multifamily residential developments; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the first of two readings. The subject site is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of Armstrong Elementary School.

Councilmember Pearson moved to open the public hearing at 8:23 p.m. Councilmember Maroulis seconded.

**MOTION PASSED UNANIMOUSLY.**

Director of Development Services Spriggs presented on a request to amend the regulations and restrictions of PD Planned Development District No. 81 on an approximate 38.51-acre tract of land to allow a mixed-use development to include commercial, retail, office/warehouse, townhomes and multifamily residential developments. Spriggs noted the Planning and Zoning Commission forward a positive recommendation.

Councilmember Boney moved to close the public hearing at 8:31 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Maroulis moved to amend the ordinance to remove the apartments. No second. **MOTION DIED DUE TO LACK OF SECOND.**

Clinton Wong, applicant, spoke regarding the request and the need of rooftops to generate buyers.

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

Ayes: Mayor Ford and Councilmembers Edwards, Preston, Pearson, Boney and Emery

Nays: Councilmember Maroulis

**(b) Public Hearings and related actions**

- (1) Public hearing to receive comments on the Program Year 2017 – 2018 Comprehensive Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant program.

Grants Coordinator Dixon presented the Program Year 2017 – 2018 Comprehensive Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant program.

Councilmember Emery moved to open the public hearing at 8:39 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson moved to close the public hearing at 8:44 p.m. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to consider a grant application to utilize Community Development Block Grant – Disaster Recovery (CDBG-DR) Hurricane Harvey infrastructure funding through the Texas General Land Office recovery team and provide for a 30-day comment period.

Director of Public Works Kumar presented a grant application to utilize Community Development Block Grant – Disaster Recovery (CDBG-DR) Hurricane Harvey infrastructure funding through the Texas General Land Office recovery team and provide for a 30-day comment period.

Councilmember Boney moved to open the public hearing at 8:44 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to close the public hearing at 8:46 p.m. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

**8. APPOINTMENTS**

- (a) Consider appointing members to the board of directors for each tax increment reinvestment zone.

Councilmember Preston tagged agenda item 8a. Item was postponed until the January 7 meeting.

## 9. AUTHORIZATIONS

- (a) Consider electing a Mayor Pro Tem.

Councilmember Boney moved to elect Chris Preston as Mayor Pro Tem. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider authorizing the negotiation and execution of a financing agreement for a fire truck.

Councilmember Maroulis moved to authorize the negotiation and execution of the financing agreement. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing an interlocal agreement with the Texas Parks and Wildlife Department for the housing of an archery specialist at the City's City Hall complex.

Councilmember Pearson moved to authorize the interlocal agreement. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (d) Consider authorizing the mayor to sign the official plat of Mustang Trails Section 2, which contains an approximate 15.612-acre tract of land owned by the City of Missouri City.

Councilmember Boney moved to authorize the official plat. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

- (e) Consider authorizing the mayor to execute the First Amendment to [the] Utility and Road Agreement between the City of Missouri City and Missouri City Management District No. 1.

Director of Public Works Kumar presented.

**Mary Ross**, 2507 Shadow Oaks Drive, spoke of her concerns with the lift station.

City Attorney Iyamu explained the legal perspective and purpose of the agreement.

**Roy Ross**, 2507 Shadow Oaks Drive, believed the design would be a disaster.

Councilmember Maroulis moved to authorize the agreement. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **ORDINANCES.**

## 11. RESOLUTIONS

- (a) Consider a resolution selecting a representative and an alternate to the Houston-Galveston Area Council 2019 General Assembly and selecting a representative and an alternate to the Houston-Galveston Area Council 2019 Board of Directors.

Councilmember Boney moved to appoint Floyd Emery as the representative and Chris Preston as the alternate to the Houston-Galveston Area Council 2019 General Assembly and the Houston-Galveston Area Council 2019 Board of Directors. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution approving the submission of a grant application to the Houston Urban Area Security initiative to fund the purchase of site licensing and software for enhancements to the city's radio communications system; designating the Mayor as the City's authorized official to accept, reject, alter or terminate the grant.

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

**12. CITY COUNCIL ANNOUNCEMENTS**

Mayor Pro Tem Preston thanked residents for their votes and congratulated Mayor Ford on her election. Councilmember Edwards congratulated Mayor Ford and Mayor Pro Tem Preston; acknowledged the Thurgood Marshall High School Buffalo's who qualified to play at the state championship; and, asked to keep the Conley family in everyone's prayers. Councilmember Emery congratulated Mayor Ford and Mayor Pro Tem Preston on their election. Councilmember Boney wished everyone happy holidays and congratulated Mayor Ford and Mayor Pro Tem Preston. Councilmember Maroulis congratulated all newly elected Councilmembers. Councilmember Pearson congratulated Mayor Ford and Mayor Pro Tem Preston. Mayor Ford thanked everyone and welcomed new and returning Councilmembers.

**13. ADJOURN**

The regular City Council meeting adjourned at 9:18 p.m.

*ATTEST:*

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Yolanda Ford, Mayor

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

January 7, 2019

**To:** Mayor and City Council  
**Agenda Item:** 7(a)(1) Lexington Village - PD, Planned Development District Amendment  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

### SYNOPSIS

This is the second and final reading of an ordinance to amend the regulations and restrictions of PD, Planned Development District No. 81 to allow for a mixed use development to include commercial, retail, townhomes and multifamily residential developments, 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.

PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the FBISD Armstrong Elementary School. PD No. 81 includes undeveloped acreage and a Starbucks at 1321 FM 1092 and a Take 5 Oil Change at 1405 FM 1092.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

PD No. 81 was approved in 2012 to allow for uses permitted within the LC-3, retail district; townhouses and related accessory uses and office/warehouse uses related to commercial and retail developments. To date, two tracts within the PD have been developed, one for a Starbucks and the other for a Take 5 oil change business. The applicant has worked over the last several years, to consider various development plans for the proposed townhouses.

The applicant has brought this application seeking to amend the rules and regulations of the PD to expand the allowance for residential uses and provide for uniform development standards for both townhouses and multifamily residential products.

A revised conceptual plan has been provided, indicating a development to include approximately 173 patio homes including 2-car garages on an 18.16 acre tract of land; approximately 288 multifamily dwelling units on an 11.12 acre tract of land; and maintaining approximately 7.14 acres of land for commercial uses.

Staff recommended approval and the Planning and Zoning Commission held a public hearing on November 14, 2018 and forwards a positive recommendation to include the proposed uses, provide regulations including architectural standards and to require that a development permit be sought within 18 months of the effective date of the ordinance, if passed.

City Council approved the ordinance on first reading with no changes.

## BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
Budget	N/A				

**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. Ordinance
2. Ordinance O-12-07
3. Application
4. Ortho map
5. Conceptual site plan, building elevations
6. Notice of public hearing

## STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the final reading.

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

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson, Assistant City Manager

**ORDINANCE NO. O-19-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING USES AND REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 81; DESCRIBING SAID 38.51-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; 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, Sunlake, Limited is the owner of an approximate 30.61-acre tract of land, Hannover Estates, Limited is the owner of a 6.53-acre tract of land, Leo E Tealdi 2011 Trust is the owner of an approximate 0.76-acre tract of land, and MFM Maestri Missouri City, Limited Liability Company is the owner of an approximate 0.61-acre tract of land, for a total of approximately 38.51 acres of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, said Property has a zoning classification of PD Planned Development District No. 81 under Ordinance No. O-12-07, adopted on March 5, 2012; and

WHEREAS, Clinton Wong, president of Hannover Estates, Limited and Sunlake, Limited, has made application to the City of Missouri City to amend PD Planned Development District No. 81; and

WHEREAS, pursuant to Section 8.3 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City with proof of notice of the application to all of the other property owners within PD Planned Development District No. 81; 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 requested amendment; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested changes in uses and regulations; 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 for zoning reclassification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of said 38.51-acre tract of land is PD Planned Development District No. 81. The 38.51-acre tract of land is more fully described in Exhibit "A," and depicted in Exhibit "A-1," attached hereto and made a part hereof for all purposes.

Section 4. Except as set forth herein, PD Planned Development District No. 81 shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance, and shall be developed generally in accordance with the revised general site plan, Exhibit "B," attached hereto and made a part hereof for all purposes. If Exhibit "B" conflicts with this Ordinance, the regulations contained herein, shall prevail. PD Planned Development District No. 81 is subject to the following regulations and restrictions:

- A. Purpose.** PD Planned Development District No. 81 may include LC-3 retail district uses, R-5 townhouse residential district uses, MF-2 multifamily residential district uses, and office/warehouse uses related to uses allowed in LC-3 retail districts. Improvements to the site shall be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD Planned Development District No. 81, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance.

The following uses shall be permitted:

1. LC-3 retail district uses, hereinafter referred to as "LC-3 retail uses."
2. Townhouse residential district uses and related accessory uses, hereinafter referred to as "townhouse uses."
3. MF-2 multifamily residential district uses, hereinafter referred to as "multifamily uses."
4. Office/warehouse uses related to uses allowed in an LC-3 retail district, hereinafter referred to as "office/warehouse uses."

**C. Height and area regulations.** The height and area regulations for PD Planned Development District No. 81 shall be as follows:

1. LC-3 retail uses and office/warehouse uses: Except as set forth herein, the height and area regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply to LC-3 retail uses and office/warehouse uses.

a. A building designated for office/warehouse uses located along F.M. Road 1092 shall not consist of more than 8,000 square feet of foundation area and shall not exceed two stories or 35 feet in height.

2. Townhouse uses: The height and area regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply.

3. Multifamily uses: The height and area regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**D. Architecture and building regulations.** Except as set forth herein, all buildings and structures constructed in PD Planned Development District No. 81 shall be constructed in accordance with Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance.

1. Office/warehouse uses: A building designated for office/warehouse uses may utilize any type of masonry material allowed by the City of Missouri City Zoning Ordinance as a primary material for the exterior walls of the warehouse area of such building, provided that such walls are not visible by the public from F.M. Road 1092 or Independence Boulevard. The standards for buildings located in Architectural design zone 1 shall apply to all other exterior walls of buildings designated for office/warehouse uses.

2. Townhouse uses.

a. The architectural design standards of townhouse uses shall be consistent with the architectural design standards for multifamily uses set forth in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance.

b. Exterior walls on the first floor of townhouse structures shall consist of masonry materials. 100 percent of facades visible

from a public right-of-way shall consist of masonry materials.

3. Multifamily uses and townhouses uses.
  - a. All residential structures shall be uniform in color and building materials.
  - b. Roofs on townhouse structures and multifamily structures shall be comprised of 30 year asphalt shingles, and the dormers and accent roofing shall consist of standing seam roofing material.
  - c. Structures built incidental to townhouse uses or multifamily uses, including office buildings and pool facilities, shall have standing seam roofs. Exterior walls of these structures shall consist of 100 percent brick, stone or stucco, and shall be uniform in color with structures for townhouse uses and multifamily uses.

**E. Trash disposal regulations.** Except as set forth herein, the trash disposal regulations contained in Section 9.14, Trash disposal regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail uses and office/warehouse uses: The trash disposal regulations for nonresidential zones, specifically, LC-3 retail districts, shall apply to LC-3 retail uses and office/warehouse uses.

2. Townhouse uses: The trash disposal regulations for residential zones shall apply to townhouse uses.

3. Multifamily uses: The trash disposal regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**F. Garage regulations.** The garage regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the garage regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

**G. Landscaping regulations.** Except as set forth herein, the landscaping, screening, and buffer yard regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.

1. A masonry wall at least seven feet in height and one canopy tree per 30 linear feet of buffer yard may be used to satisfy Type A screening requirements.

2. Multifamily uses: MF-2 multifamily residential district landscaping regulations shall apply to multifamily uses.

**H. Parking regulations.** The parking regulations contained in Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.

**I. Sign regulations.** Except as set forth herein, the sign regulations contained in Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: The sign regulations for nonresidential zoning districts shall apply to LC-3 retail uses and office/warehouse uses.

2. Townhouse uses and multifamily uses: The sign regulations for residential zoning districts shall apply to townhouse uses and multifamily uses.

**J. Fence regulations.** Except as set forth herein, the fence regulations contained in Section 14, Fence Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail uses and office/warehouse uses: Except as set forth herein, the fence regulations for LC-3 retail districts shall apply to LC-3 retail uses and office/warehouse uses. Fencing shall consist of masonry and shall be at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.

2. Townhouse uses: The fence regulations for R-5 townhouse residential districts shall apply to townhouse uses.

3. Multifamily uses: The fence regulations for Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**K. Portable storage unit regulations.** The portable storage unit regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the portable storage unit regulations for R-5 townhouse residential districts contained in Section 9.15, Portable storage unit regulations in suburban and residential districts, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

- L. Sound.** Except as set forth herein, sound emanating from uses located within PD Planned Development District No. 81 shall comply with the Missouri City Code.
1. Except for typical sounds emanating from a restaurant drive-through, the amplification of sound outside of buildings shall be prohibited.
- M. Lighting.** The lighting regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply.
- N. Outside placement, storage, sales and services regulations.** Outside placement, storage, sales or services are allowed provided that such outside placement, storage, sales or services are screened from public view by a masonry fence at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.
- O. Development Schedule.** The Property owner shall file an application for a development permit within 18 months from the effective date of this Ordinance. The Property owner may request an extension prior to this deadline and upon the recommendation of the planning and zoning commission for good cause shown by the Property owner. The city council may grant or deny the request.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 38.51-acre tract of land as provided in Section 3 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the changes described in this Ordinance and the imposition of the findings, regulations, restrictions, and conditions contained herein.

Section 7. *Repeal.* Ordinance Number O-12-07, adopted by the City Council of the City of Missouri City on March 5, 2012, is hereby repealed. Any other ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 8. *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 9. *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 17<sup>th</sup> day of December, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this 7th day of January, 2019.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**LEGAL DESCRIPTION**  
**PROPOSED PD ZONING – LEXINGTON SQUARE**  
**31.983 Acres**

31.983 Acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Hermann Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000-044439, being situated in the William T. Neal Survey, Abstract No. 64, Fort Bend County, Texas; said 18.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe for the southwesterly corner of the said 94.384 acre tract at the intersection of the southerly line of said 94.384 acre tract with the east right-of-way line of FM 1092 (140 feet wide);

Thence South 70 degrees 11 minutes 40 seconds East, a distance of 243.49 feet along the southerly line of said 94.384 acre tract to a 1 inch iron rod for the southeast corner of said 94.384 acre tract;

Thence North 18 degrees 44 minutes 03 seconds East, a distance of 1485.75 feet along the easterly line of said 94.384 acre tract to a point within the western right-of-way of Independence Boulevard (100-foot right-of-way) recorded in Fort Bend County Clerk File No. 9671130 of Fort Bend County Official Public Records of Real Property;

Thence North 0 degrees 0 minutes 45 seconds East a distance of 645.38 feet, along the western right-of-way line of Independence Boulevard to a point;

Thence in a northwesterly direction, with the said southerly right-of-way line of Lexington Boulevard, an arc distance of 839.62 feet along a curve to the right, having a radius of 700.00 feet, a central angle of 68 degrees 43 minutes 26 seconds, and a chord bearing North 34 degrees 21 minutes 43 seconds West, as distance of 790.18 feet, to the point of tangency, said point being the northeast corner of 1.8027 acre tract conveyed to Lex 1092, L.P. from Sunlake Limited;

Thence South 02 degrees 38 minutes 03 seconds East, a distance of 278.79 feet along the eastern boundary of said 1.8027 acre tract to a 5/8 inch iron rod being the southeast corner of said 1.8027 acre tract,

Thence South 87 degrees 21 minutes 57 seconds West, a distance of 254.00 feet along the southern boundary of said 1.8027 acre tract to the point being the southwestern corner of said 1.8027 acre tract, also being in the eastern right-of-way line of FM 1092;

Thence South, a distance of 2324.48 feet along the eastern right-of-way line of FM 1092 to the Point of Beginning and containing 31.983 acres, more or less.

Above legal intended for description of zoning designation only and not intended for use of property sale or transfer.



*[Handwritten Signature]*  
10/20/11

Wongard Services, Inc.  
1616 Voss, Suite 618 Houston, Texas 77057  
713.978.5900 TXPE No. F-11843

**Exhibit "A"**

BEING A TRACT CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND LOCATED IN THE WILLIAM NEAL SURVEY, ABSTRACT-64, FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 14.34-ACRE TRACT DESCRIBED IN DEED RECORDED UNDER FORT BEND COUNTY CLERKS FILE NUMBER 9608676, SAID 6.5333 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD83, 2001 ADJ.):

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID 14.34-ACRE TRACT BEING THE NORTHWEST CORNER OF A CALLED 2.00-ACRE TRACT OF LAND DESCRIBED IN VOL. 2088, PG. 1324 OF THE FORT BEND COUNTY DEED RECORDS AND LYING IN THE SOUTHEASTERLY LINE OF A CALLED 94.384-ACRE TRACT RECORDED UNDER CLERKS FILE NO. 2000044439 OF THE FORT BEND COUNTY DEED RECORDS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 15°57'20" EAST, ALONG THE WESTERLY LINE OF SAID 14.34-ACRE TRACT AND THE SOUTHEASTERLY LINE OF THE SAID 94.384-ACRE TRACT, A DISTANCE OF 1188.57 FEET TO A 5/8-INCH IRON ROD WITH A&B CAP SET IN THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE BLVD. (100' WIDE) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 02°38'37" EAST, ALONG THE WEST LINE OF SAID INDEPENDENCE BLDV., A DISTANCE OF 597.72 TO A 5/8-INCH IRON ROD WITH A&B CAP SET CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF SAID INDEPENDENCE BLDV., BEING A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°52'18" AN ARC LENGTH OF 344.23 FEET, A RADIUS OF 600.00 FEET AND A CHORD WHICH BEARS SOUTH 18°55'51" EAST, 339.67 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

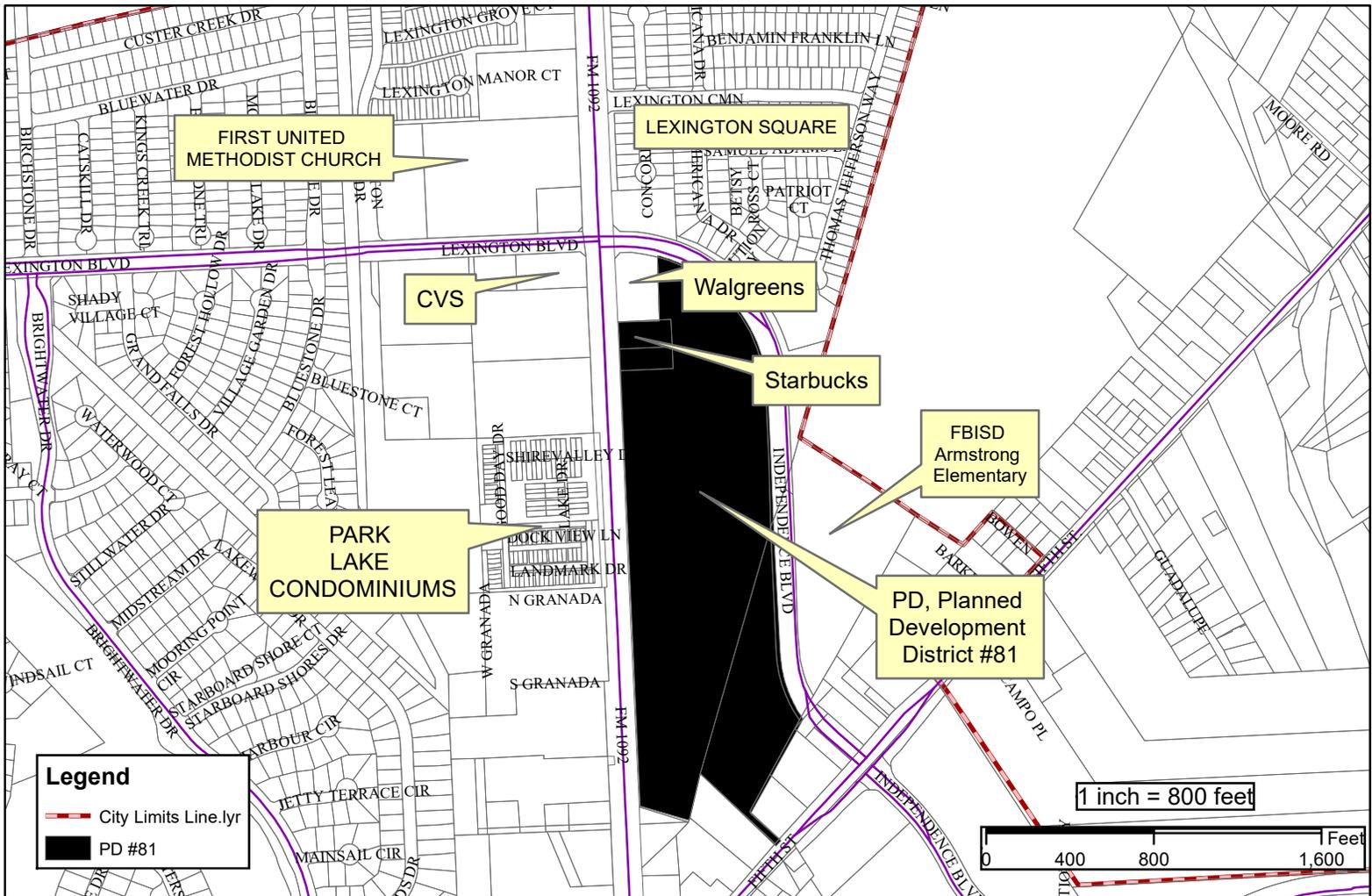
THENCE, SOUTH 28°25'26" WEST, ALONG THE EASTERLY LINE OF THE REMAINDER OF SAID 14.34-ACRE TRACT, A DISTANCE OF 448.20 TO A 5/8 INCH IRON ROD WITH A&B CAP SET AT THE CORNER OF A CALLED 1.0-ACRE TRACT RECORDED IN VOL. 624, PG. 292 OF THE FORT BEND DEED RECORDS AND THE SOUTHEAST CORNER OF SAID 14.34-ACRE TRACT FOR INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

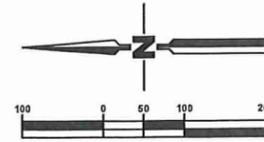
THENCE, SOUTH 47°01'11" EAST, WITH THE SOUTHWEST LINE OF SAID 1.0-ACRE TRACT AND THE NORTHEAST LINE CALLED 0.36 ACRE TRACT DESCRIBED IN VOL 491, PG. 329 OF THE FORT BEND DEED RECORDS, A DISTANCE OF 192.77 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF FIFTH STREET (WIDTH VARIES) FOR THE SOUTHEAST CORNER OF SAID 1.0-ACRE TRACT AND CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 42°40'14" EAST, ALONG THE NORTHWEST LINE OF SAID FIFTH STREET AND ACROSS SAID 0.36-ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHEASTERLY LINE OF SAID 2.0-ACRE TRACT FOR SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND; TO A 5/8 INCH IRON ROD WITH CAP FOUND

THENCE, NORTH 47°01'11" WEST, WITH THE SOUTHWEST LINE OF SAID 0.36-

ACRE TRACT AND THE NORTHEAST LINE OF SAID 2.0-ACRE TRACT, NORTH  
LAKE HOUSTON PARKWAY AND ALONG THE SOUTHERLY LINE OF SAID 210.9385  
ACRE TRACT, A DISTANCE OF 498.48 FEET TO THE POINT OF BEGINNING  
CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND.





SCALE: 1" = 100'

F.B.I.S.D.  
ELEMENTARY  
SCHOOL

INDEPENDENCE BLVD.

LEXINGTON  
SQUARE  
SUBDIVISION

WALGREENS

STARBUCKS

QUICK  
OIL CHANGE

COMMERCIAL

COMMERCIAL

F.M. 1092 (140' R.O.W.)

CHURCH

SHELL

LEXINGTON BLVD. (100' R.O.W.)

AREA

18.16 ACRES

11.12 ACRES

7.58 ACRES

TOTAL 36.86 ACRES

USE

■ TOWN HOMES (2-CAR GARAGE)\*

■ UNITS APARTMENTS (576 PARKINGS-60 GARAGES;56 CARPORT; 294 OPEN)\*

■ COMMERCIAL

Kinder Morgan Texas Pipeline

\*Townhouse use including number of dwelling units is required to be consistent with the R-5, townhouse residential district; Multifamily use including the number of dwelling units is required to be consistent with the MF-2, multifamily residential district.

SKYMARK DEVELOPMENT COMPANY, INC.  
1616 VOSS, SUITE 618  
HOUSTON, TEXAS 77057  
(713) 978-5900

# GENERAL PLAN OF LEXINGTON VILLAGE

37.14 ACRES OF LAND  
LOCATED IN MISSOURI CITY  
IN FORT BEND COUNTY, TEXAS

June 04, 2018

**ORDINANCE NO. O-12-07**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CHANGING THE ZONING CLASSIFICATION OF AN APPROXIMATE 38.51-ACRE TRACT OF LAND FROM LC-3 RETAIL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT NO. 81; DESCRIBING SAID 38.51-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; REFERENCING A GENERAL SITE PLAN; PROVIDING FOR CERTAIN CONSTRUCTION ACCORDING TO SAID PLAN; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY AS ADOPTED BY ORDINANCE NO. O-81-1 ON JANUARY 19, 1981, AS AMENDED; REPEALING PARTS OF ORDINANCE NO. O-95-45, ADOPTED ON NOVEMBER 20, 1995; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \*

**WHEREAS, Sunlake Limited is the owner of an approximate 31.98-acre tract of land and Hannover Estates, Ltd. is the owner of a 6.53-acre tract of land for a total of approximately 38.51 acres of land within the corporate limits of the City of Missouri City, Texas; and**

**WHEREAS, said 38.51-acres of land presently have a zoning classification of LC-3 retail district under Ordinance No. O-95-45, adopted on November 20, 1995; and**

**WHEREAS, the owners' agent, Clinton Wong of Amerifirst Corporation, general partner of Sunlake Limited, has made application to the City of Missouri City to change the zoning classification of said 38.51-acre tract of land from LC-3 retail district to PD Planned Development District No. 81; 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 change in the zoning classification; and**

**WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested change in zoning classification; 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 for zoning reclassification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of said 38.51-acre tract of land is hereby changed from LC-3 retail district to PD Planned Development District No. 81. The 38.51-acre tract of land is more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes.

Section 4. PD Planned Development District No. 81 shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance and shall be developed generally in accordance with the general site plan, Exhibit "B," attached hereto and made a part hereof for all purposes, and is subject to the following regulations and restrictions:

- A. Purpose.** PD Planned Development District No. 81 may include LC-3 retail district uses, townhouse residential district uses, and office/warehouse uses related to uses allowed in LC-3 retail districts. Improvements to the site shall be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD Planned Development District No. 81, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance.

The following uses shall be permitted:

- 1. LC-3 retail district uses.
  - 2. Townhouses and related accessory uses.
  - 3. Office/warehouse uses related to uses allowed in an LC-3 retail district.
- C. Height and area regulations.** The height and area regulations for PD Planned Development District No. 81 shall be as follows:
- 1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: Except as set forth herein, the height and area regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply.

a. A building designated for office/warehouse uses related to uses allowed in an LC-3 retail district located along F.M. Road 1092 shall not consist of more than 8,000 square feet of foundation area and shall not exceed two stories or 35 feet in height.

b. A building designated for office/warehouse uses related to uses allowed in an LC-3 retail district located along Independence Boulevard shall not consist of more than 25,000 square feet of foundation area. The warehouse area for such building shall not exceed three stories and 45 feet in height and an office area for such building shall not exceed two stories and 35 feet in height.

2. Townhouses: Except as set forth herein, the height and area regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply. A townhouse residential development shall be constructed on a site that consists of at least 6 acres. At least 85 percent (85%) of the townhouse units shall be developed as units of townhouse buildings consisting of four or more townhouse units. If such development is not technically feasible, as determined by the director of development services or his designee, the above-referenced percentage may be decreased, but only to the extent necessary to accommodate the development's limitations.

**D. Architecture and building regulations.** Except as set forth herein, all buildings and structures constructed in PD Planned Development District No. 81 shall be constructed in accordance with the Missouri City Code. All buildings and structures within such planned development shall meet the requirements of Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance.

1. A building designated for office/warehouse uses related to uses allowed in an LC-3 retail district may utilize any type of masonry material allowed by the City of Missouri City Zoning Ordinance as a primary material for the exterior walls of the warehouse area of such building provided that such walls are not visible by the public from F.M. Road 1092 or Independence Boulevard. The standards for buildings located in Architectural design zone 1 shall apply to all other exterior walls of buildings designated for office/warehouse uses related to uses allowed in an LC-3 retail district.

**E. Trash disposal regulations.** Except as set forth herein, the trash disposal regulations contained in Section 9.14, Trash disposal regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: The trash disposal regulations for nonresidential zones, specifically, LC-3 retail districts, shall apply.
  2. Townhouses: The trash disposal regulations for residential zones shall apply.
- F. Garage regulations.** The garage regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the garage regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply to the townhouse development.
- G. Landscaping regulations.** Except as set forth herein, the landscaping, screening, and buffer yard regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.
1. A masonry wall at least seven feet in height and one canopy tree per 30 linear feet of buffer yard may be used to satisfy Type A screening requirements.
- H. Parking regulations.** The parking regulations contained in Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.
- I. Sign regulations.** Except as set forth herein, the sign regulations contained in Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance shall apply.
1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: The sign regulations for commercial districts shall apply.
  2. Townhouses: The sign regulations for residential districts shall apply.
- J. Fence regulations.** Except as set forth herein, the fence regulations contained in Section 14, Fence Regulations, of the City of Missouri City Zoning Ordinance shall apply.
1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: Except as set forth herein, the fence regulations for LC-3 retail districts shall apply. Fencing shall consist of masonry and shall be at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.

2. Townhouses: The fence regulations for R-5 townhouse residential districts shall apply.

**K. Portable storage unit regulations.** The portable storage unit regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the portable storage unit regulations for R-5 townhouse residential districts contained in Section 9.15, Portable storage unit regulations in suburban and residential districts, of the City of Missouri City Zoning Ordinance shall apply to the townhouse development.

**L. Sound.** Except as set forth herein, sound emanating from uses located within PD Planned Development District No. 81 shall comply with the Missouri City Code.

1. Except for typical sounds emanating from a restaurant drive-through, the amplification of sound outside of buildings shall be prohibited.

**M. Lighting.** The lighting regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply.

**N. Outside placement, storage, sales and services regulations.** Outside placement, storage, sales or services are allowed provided that such outside placement, storage, sales or services are screened from public view by a masonry fence at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.

**O. Water and wastewater treatment and disposal system regulations.** The use of a private water or wastewater treatment and disposal system is prohibited.

**P. Development Schedule.** Pursuant to Section 8, PD Planned Development District, of the City of Missouri City Zoning Ordinance, the property is required to be developed within five (5) years of the date the first planned development application was filed for this project if no progress has been made toward the completion of the project.

**Section 5.** The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 38.51-acre tract of land as provided in Section 3 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

**Section 6.** This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the change in zoning classification of the 38.51-acre tract of land described in Section 3 hereof and the imposition of the findings, regulations, restrictions and conditions applicable to PD Planned Development District No. 81 contained herein.

Section 7. Repeal. Ordinance Number O-95-45, adopted by the City Council of the City of Missouri City on November 20, 1995, is hereby repealed only to the extent of conflict with this Ordinance. Any other ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 8. 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 9. 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 5th day of December, 2012.

PASSED, APPROVED and ADOPTED on second and final reading this 5th day of March, 2012.



Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:



Marja Gonzalez, City Secretary



Caroline Kelley, City Attorney

**LEGAL DESCRIPTION**  
**PROPOSED PD ZONING – LEXINGTON SQUARE**  
**31.983 Acres**

31.983 Acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Hermann Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000-044439, being situated in the William T. Neal Survey, Abstract No. 64, Fort Bend County, Texas; said 18.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe for the southwesterly corner of the said 94.384 acre tract at the intersection of the southerly line of said 94.384 acre tract with the east right-of-way line of FM 1092 (140 feet wide);

Thence South 70 degrees 11 minutes 40 seconds East, a distance of 243.49 feet along the southerly line of said 94.384 acre tract to a 1 inch iron rod for the southeast corner of said 94.384 acre tract;

Thence North 18 degrees 44 minutes 03 seconds East, a distance of 1485.75 feet along the easterly line of said 94.384 acre tract to a point within the western right-of-way of Independence Boulevard (100-foot right-of-way) recorded in Fort Bend County Clerk File No. 9671130 of Fort Bend County Official Public Records of Real Property;

Thence North 0 degrees 0 minutes 45 seconds East a distance of 645.38 feet, along the western right-of-way line of Independence Boulevard to a point;

Thence in a northwesterly direction, with the said southerly right-of-way line of Lexington Boulevard, an arc distance of 839.62 feet along a curve to the right, having a radius of 700.00 feet, a central angle of 68 degrees 43 minutes 26 seconds, and a chord bearing North 34 degrees 21 minutes 43 seconds West, as distance of 790.18 feet, to the point of tangency, said point being the northeast corner of 1.8027 acre tract conveyed to Lex 1092, L.P. from Sunlake Limited;

Thence South 02 degrees 38 minutes 03 seconds East, a distance of 278.79 feet along the eastern boundary of said 1.8027 acre tract to a 5/8 inch iron rod being the southeast corner of said 1.8027 acre tract,

Thence South 87 degrees 21 minutes 57 seconds West, a distance of 254.00 feet along the southern boundary of said 1.8027 acre tract to the point being the southwestern corner of said 1.8027 acre tract, also being in the eastern right-of-way line of FM 1092;

Thence South, a distance of 2324.48 feet along the eastern right-of-way line of FM 1092 to the Point of Beginning and containing 31.983 acres, more or less.

Above legal intended for description of zoning designation only and not intended for use of property sale or transfer.



Wongard Services, Inc.  
1616 Voss, Suite 618 Houston, Texas 77057  
713.978.5900 TXPE No. F-11843

**Exhibit "A"**

BEING A TRACT CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND LOCATED IN THE WILLIAM NEAL SURVEY, ABSTRACT-64, FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 14.34-ACRE TRACT DESCRIBED IN DEED RECORDED UNDER FORT BEND COUNTY CLERKS FILE NUMBER 9608676, SAID 6.5333 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD83, 2001 ADJ.):

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID 14.34-ACRE TRACT BEING THE NORTHWEST CORNER OF A CALLED 2.00-ACRE TRACT OF LAND DESCRIBED IN VOL. 2088, PG. 1324 OF THE FORT BEND COUNTY DEED RECORDS AND LYING IN THE SOUTHEASTERLY LINE OF A CALLED 94.384-ACRE TRACT RECORDED UNDER CLERKS FILE NO. 2000044439 OF THE FORT BEND COUNTY DEED RECORDS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 15°57'20" EAST, ALONG THE WESTERLY LINE OF SAID 14.34-ACRE TRACT AND THE SOUTHEASTERLY LINE OF THE SAID 94.384-ACRE TRACT, A DISTANCE OF 1188.57 FEET TO A 5/8-INCH IRON ROD WITH A&B CAP SET IN THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE BLVD. (100' WIDE) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 02°38'37" EAST, ALONG THE WEST LINE OF SAID INDEPENDENCE BLDV., A DISTANCE OF 597.72 TO A 5/8-INCH IRON ROD WITH A&B CAP SET CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF SAID INDEPENDENCE BLDV., BEING A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°52'18" AN ARC LENGTH OF 344.23 FEET, A RADIUS OF 600.00 FEET AND A CHORD WHICH BEARS SOUTH 18°55'51" EAST, 339.67 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 28°25'26" WEST, ALONG THE EASTERLY LINE OF THE REMAINDER OF SAID 14.34-ACRE TRACT, A DISTANCE OF 448.20 TO A 5/8 INCH IRON ROD WITH A&B CAP SET AT THE CORNER OF A CALLED 1.0-ACRE TRACT RECORDED IN VOL. 624, PG. 292 OF THE FORT BEND DEED RECORDS AND THE SOUTHEAST CORNER OF SAID 14.34-ACRE TRACT FOR INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 47°01'11" EAST, WITH THE SOUTHWEST LINE OF SAID 1.0-ACRE TRACT AND THE NORTHEAST LINE CALLED 0.36 ACRE TRACT DESCRIBED IN VOL 491, PG. 329 OF THE FORT BEND DEED RECORDS, A DISTANCE OF 192.77 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF FIFTH STREET (WIDTH VARIES) FOR THE SOUTHEAST CORNER OF SAID 1.0-ACRE TRACT AND CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

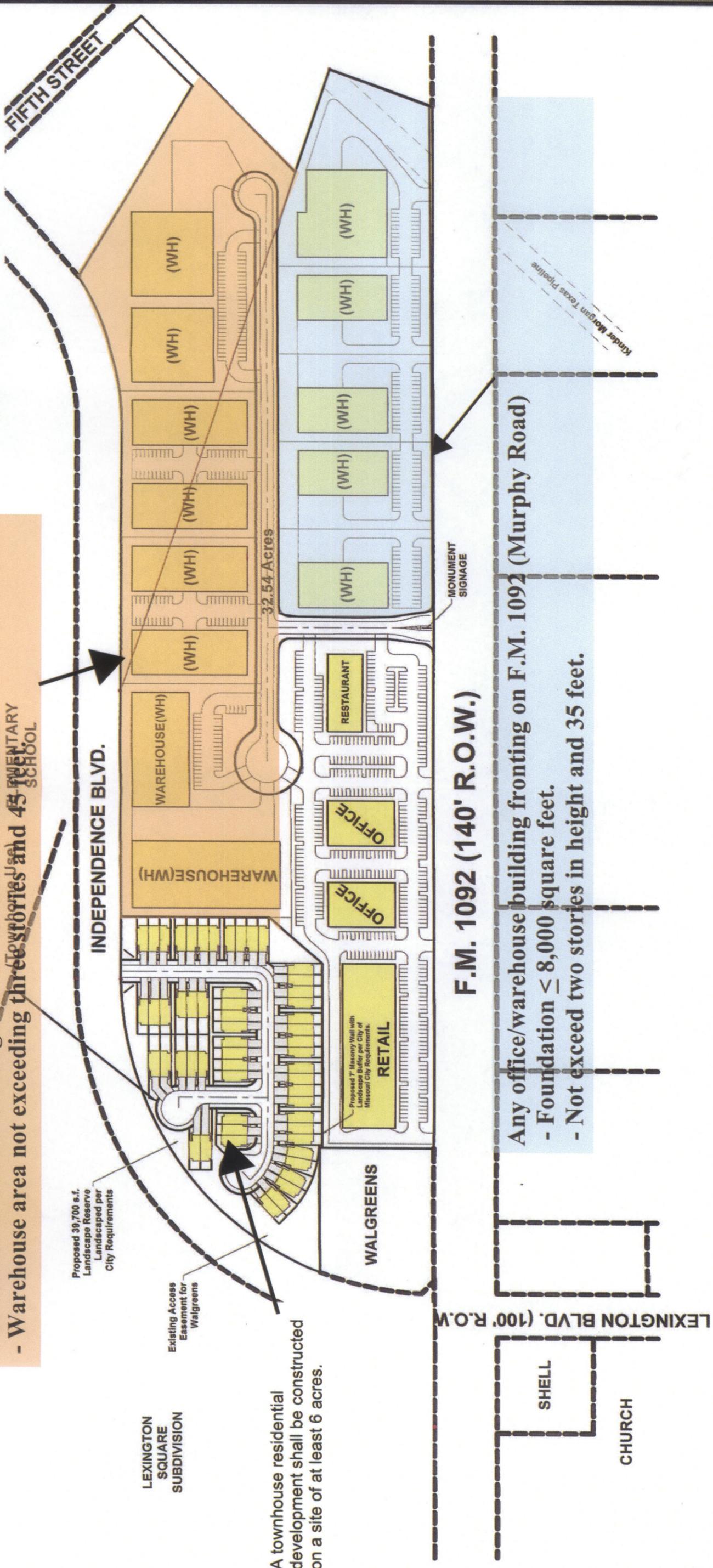
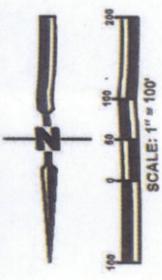
THENCE, SOUTH 42°40'14" EAST, ALONG THE NORTHWEST LINE OF SAID FIFTH STREET AND ACROSS SAID 0.36-ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHEASTERLY LINE OF SAID 2.0-ACRE TRACT FOR SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND; TO A 5/8 INCH IRON ROD WITH CAP FOUND

THENCE, NORTH 47°01'11" WEST, WITH THE SOUTHWEST LINE OF SAID 0.36-

ACRE TRACT AND THE NORTHEAST LINE OF SAID 2.0-ACRE TRACT, NORTH  
LAKE HOUSTON PARKWAY AND ALONG THE SOUTHERLY LINE OF SAID 210.9385  
ACRE TRACT, A DISTANCE OF 498.48 FEET TO THE POINT OF BEGINNING  
CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND.

- Any office/warehouse building along Independence Boulevard
- Foundation  $\leq$  25,000 square feet.
  - An office area not exceeding two stories and 35 feet F.B.I.S.D.
  - Warehouse area not exceeding three stories and 45 feet ELEMENTARY SCHOOL

Exhibit B  
General Site Plan



A townhouse residential development shall be constructed on a site of at least 6 acres.

**F.M. 1092 (140' R.O.W.)**

Any office/warehouse building fronting on F.M. 1092 (Murphy Road)

- Foundation  $\leq$  8,000 square feet.
- Not exceed two stories in height and 35 feet.

**GENERAL PLAN OF  
LEXINGTON VILLAGE**

38.51 ACRES OF LAND  
LOCATED IN MISSOURI CITY  
IN FORT BEND COUNTY, TEXAS

SKYMARK DEVELOPMENT COMPANY, INC.  
1616 VOSS, SUITE 618  
HOUSTON, TEXAS 77057  
(713) 978-5900

December 9, 2011



**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:	Lexington Village
2. Address/Location of Property:	SE Corner of FM 1092 & Lexington Blvd.
3. Applicant's Name:	Clinton F. Wang
Mailing Address:	1616 S. Voss, Ste. 618 Houston TX 77057
Phone No.:	(713) 978-5900
Email:	Eungar@skymarkdevelopment.com
4. Status of Applicant:	Owner Agent Attorney Trustee Corporation Relative (If other than Owner, submit written authorization from Owner with application.)
5. Property Owner:	Hannover Estates, Ltd. and Sunlake Ltd.
Mailing Address:	1616 S. Voss, Ste. 618 Houston TX 77057
Phone No.:	(713) 978-5900
Email:	Eungar@skymarkdevelopment.com
6. Existing Zoning District:	PD
7. Total Acreage:	38.54
8. Proposed Development and Reasons for Application:	Proposed Development is mixed use with retail, town homes and commercial. We are requesting to build un-attached town homes, apartments and retail/commercial along FM 1092
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.):	Property being a 6.557 and 31.983 ac. tracts of land located in the William T. Neal Survey, Abstract No. 64, Tarrant County, TX.
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts):	0064 - 00 - 000 - 3100 - 907      0064 - 00 - 000 - 3640 - 907
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One):	YES <u>NO</u> (If yes, submit with application.)
12. Does this application include an Architectural Design Review: (Circle One):	YES <u>NO</u> (If yes, see page 8, Exhibit C for materials required to be submitted.)
<b>FILING FEE: \$1,200.00</b>	

**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.

Clinton F. Wang, President  
Print Name of Applicant

Clinton F. Wang, President  
Print Name of Property Owner

[Signature]  
Signature of Applicant

[Signature]  
Signature of Property Owner, Agent or Attorney

FIRST UNITED  
METHODIST CHURCH

LEXINGTON SQUARE

CVS

Walgreens

Starbucks

FBISD  
Armstrong  
Elementary

PARK  
LAKE  
CONDOMINIUMS

PD, Planned  
Development  
District #81

**Legend**

-  City Limits Line.lyr
-  ETJ Line.lyr
-  PD #81

1 inch = 800 feet



# LEXINGTON SQUARE

*A Luxury Multi-Family Community*  
Mucasey & Associates, Architects

November 28, 2018



## PROJECT SUMMARY:

### Apartments:

Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath	12	712 s.f.
A2	One Bedroom, 1 Bath	12	713 s.f.
A3	One Bedroom, 1 Bath	10	751 s.f.
A4	One Bedroom, 1 Bath	42	754 s.f.
A5	One Bedroom, 1 Bath	12	776 s.f.
A6	One Bedroom, 1 Bath	10	776 s.f.
A7	One Bedroom, 1 Bath	42	776 s.f.
A8	One Bedroom, 1 Bath (Attached Garage)	12	870 s.f.
<b>Total One Bedroom Units</b>		<b>152 Units</b>	
B1	Two Bedroom, 2 Bath	6	1,052 s.f.
B2	Two Bedroom, 2 Bath	6	1,052 s.f.
B3	Two Bedroom, 2 Bath	6	1,052 s.f.
B4	Two Bedroom, 2 Bath	6	1,052 s.f.
B5	Two Bedroom, 2 Bath (Attached Garage)	24	1,113 s.f.
B6	Two Bedroom, 2 Bath (Attached Garage)	24	1,198 s.f.
<b>Total Two Bedroom Units</b>		<b>72 Units</b>	
<b>Apartments Total</b>		<b>224 Units</b>	<b>196,704 s.f.</b>

### Apartments:

Garages	60 Cars
Carports	56 Cars
Open Parking	294 Cars
<b>Total Parking</b>	<b>410 Cars</b>

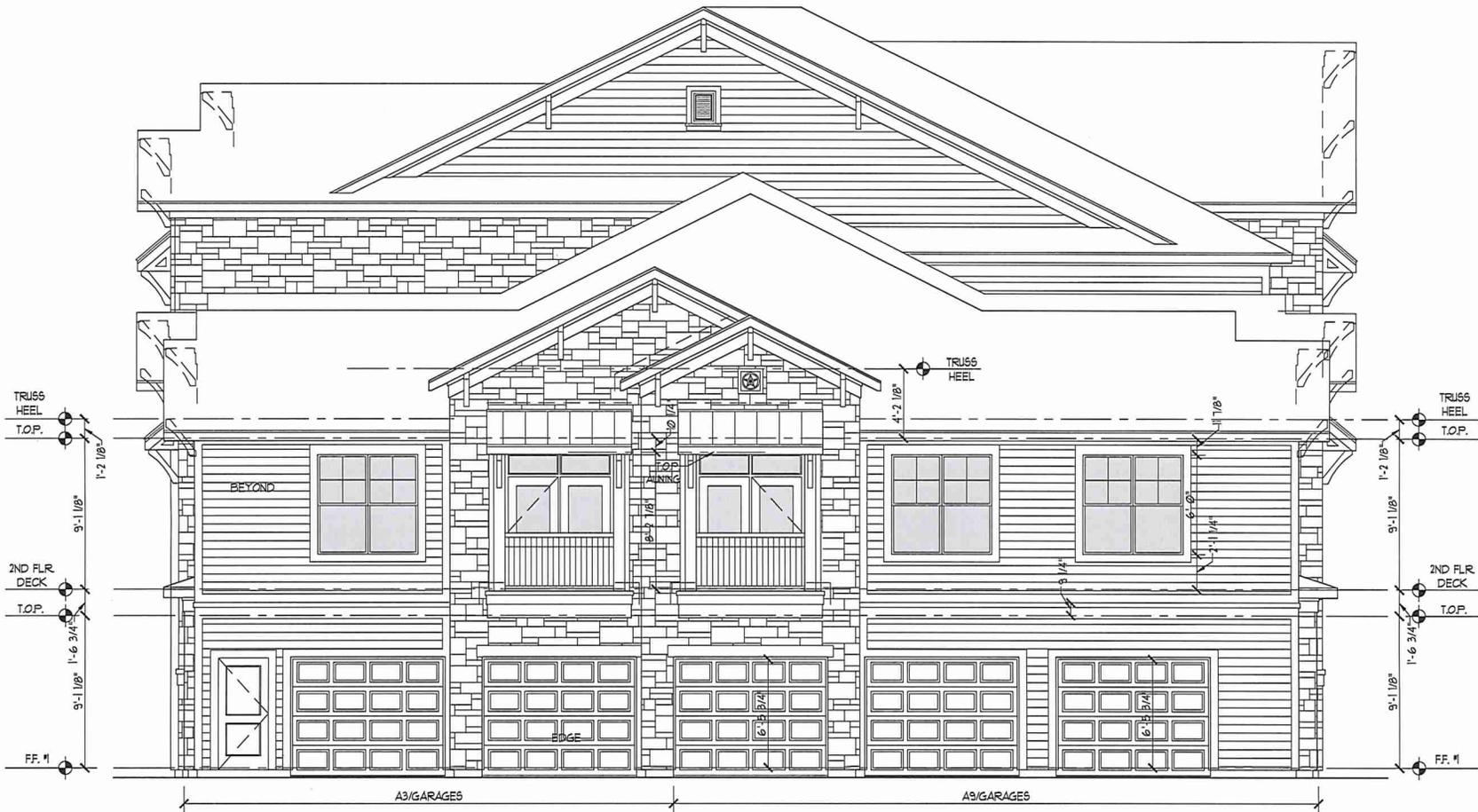


# **TOWNSEN LANDING APARTMENTS**

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Mucasey & Associates, Architects

November 16, 2018





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, December 17, 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 Clinton Wong, President, Hannover Estates, Ltd and Sunlake Ltd to amend the regulations and restrictions of PD, Planned Development District No. 81 to allow for a mixed use development to include commercial, retail, townhomes and multifamily residential developments, 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:** PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the FBISD Armstrong Elementary School. PD No. 81 includes undeveloped acreage and a Starbucks at 1321 FM 1092 and a Take 5 Oil Change at 1405 FM 1092.

**SITE LEGAL DESCRIPTION:** The subject site can be described as being an approximate 31.983 acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Herman Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000044439, being situated in the William T. Survey, A-64, Neal Survey, A-64, Fort Bend County, Texas, being out of a called 14.34-acre tract described in deed recorded under Fort Bend County Clerk's file number 9608676. A portion of the above being all of the Sunlake Addition recorded as instrument number 20170098 in the Fort Bend County, Texas Official Public Records.

**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](mailto:planning@missouricitytx.gov) for further information.





**Council Agenda Item  
January 7, 2019**

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**

January 7, 2019

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Authorize the City Manager to execute a contract with LEM Construction Company for the construction of Regional Water Treatment Plant Expansion Phase II (20 MGD)  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works/City Engineer  
 Daniel McGraw, Utility Manager

**SYNOPSIS**

On January 3, 2019, the Groundwater Reduction Plan (GRP) Oversight Committee voted unanimously to recommend that the City award the Regional Water Treatment Plant Expansion Phase II construction contract to LEM Construction Company. Staff requests authorization for the City Manager to execute a contract with LEM Construction Company for the construction of the subject project.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

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

**BACKGROUND**

Phase 1 of the Regional Water Treatment Plant (RWTP) was completed in May 2012. Since that time, production has increased as more development has been brought on line. Current average daily flow is approximately 6.5 Million Gallons per Day (MGD) in the winter months with peak daily flows reaching 10.5 MGD in the summer months. With new development and a mandate from the Fort Bend Subsidence District (FBSD) requiring a 60% reduction in groundwater pumping by the approaching deadline of 2025, makes this expansion project a top priority for the Publics Works Department

In October 2018, Public Works along with the Purchasing Division prepared and advertised an Invitation for Bid-18-182 "Regional Water Treatment Plant Expansion Phase II (20 MGD)". Notices were published on the Civ-Cast bid services, local newspaper and City's website. Two bid responses were received and opened on December 18, 2018. The respondents included LEM Construction Company and Pepper Lawson Waterworks.

LEM Construction Company was the lowest most responsible bidder with a total bid of \$14,054,505.00 with an anticipated 540 days to completion. The City's contracted engineering firm Enprotec / Hibbs & Todd, Inc., completed the process of reviewing the bids submitted and has made recommendation to award the bid and this project to LEM Construction Company.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY 18 Funds Budgeted	FY 19 Funds Available	Amount Requested

Bond Proceeds	542-48807-01-001	IFB # 18-182 RWTP Phase II Expansion	\$20,000,000.00	\$20,000,000.00	\$14,054,505.00
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**Purchasing Review:** Shannon Pleasant, CTPM, Procurement and Risk Manager  
**Financial/Budget Review:** Bertha P. Alexander, MBA, Budget and 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. Engineers' Recommendation
2. Bid Tabulation

**STAFF'S RECOMMENDATION**

Accordingly, Staff recommends that City Council authorize the construction services of LEM Construction Company for the Phase II Regional Water Treatment Expansion.

**Director Approval:** Shashi K. Kumar, P.E., Director of Public Works/City Engineer

**Assistant City Manager/  
City Manager Approval** Bill Atkinson/Anthony Snipes



December 19, 2018

**Via Email**

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Mr. Shashi Kumar, P.E., Public Works Director

**Re: Recommendation of Award  
Regional Water Treatment Plant Expansion Phase II (20 MGD)  
Missouri City, Texas**

Dear Mr. Kumar:

Bids for the above referenced project were opened on Tuesday, December 18, 2018. Two (2) bids were received, and I have attached a copy of the Bid Tabulation. The apparent low bidder was LEM Construction Company, Inc. out of Houston, TX.

Enprotec / Hibbs & Todd, Inc. (eHT) has evaluated the responsiveness of LEM Construction Company for conformity with all material conditions of the Advertisement for Bids and the Information for Bidders.

Based on our evaluation, eHT recommends award of the contract to LEM Construction Company, for the Regional Water Treatment Plant Expansion Phase II (20 MDG) Project, as the lowest responsive and responsible bidder. LEM Construction Company's base bid totaled \$14,054,505.00.

We look forward to working with the City of Missouri City as this project moves into the construction phase.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

A handwritten signature in black ink that reads 'Jordan S. Hibbs'.

Jordan S. Hibbs, P.E.  
Associate Vice President

Attachment: Bid Tabulation

Project File: 6766

P:\Projects\Missouri City, City of\6766 RWTP Expansion\1. General Correspondence\181912\_Recommendation of Award.docx

*Environmental, Civil & Geotechnical Engineers*

**Abilene Office**  
402 Cedar  
Abilene, Texas 79601  
P.O. Box 3097  
Abilene, Texas 79604  
325.698.5560 | 325.690.3240 fax

**Lubbock Office**  
6310 Genoa Avenue, Suite E  
Lubbock, Texas 79424  
806.794.1100 | 806.794.0778 fax

**Granbury Office**  
1310 Weatherford Highway, Suite 116  
Granbury, Texas 76048  
682.498.6000 | 682.498.6293 fax

www.e-ht.com

PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration Nos. 10011900 & 10007300

**TABULATION OF BIDS FOR: Regional Water Treatment Plant Expansion Phase II, (20 MGD), City of Missouri City, Texas**

BIDS RECEIVED: 12/18/2018

PE Firm Registration No. 1151

Item No.	Quantity	Unit	Item	BASE BID		LEM Construction Company, Inc.		PLW Waterworks, LC	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 500,000.00	\$ 500,000.00	\$ 615,000.00	\$ 615,000.00	\$ 615,000.00	\$ 615,000.00
2	1	LS	Stormwater Pollution Prevention Plan	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
3	2,000	LF	Trench and Excavation Safety Plan	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
4	1	LS	Peerless raw water pump	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00
5	1	LS	Peerless raw water pump impellers	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
6	1	LS	Upgrade existing Evoqua Chlorine Dioxide System	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
7	1	LS	WesTech veritcal paddle flocculators	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00
8	1	LS	MRI inclined plate clarifiers and cover	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00
9	1	LS	MRI hoseless sludge collectors	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
10	1	LS	Peerless membrane feed pumps and RF pumps	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00
11	1	LS	Tekleen automatic self-cleaning strainer	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00
12	1	LS	Pall membrane system	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00
13	1	LS	Aerzen Screw Compressor	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00
14	1	LS	Watson Marlow chemical feed system	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00
15	1	LS	Ashbrook belt filter press	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00
16	1	LS	Rehabilitation of Ashbrook belt filter press	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00
17	1	LS	Polyblend polymer feed system	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00
18	1	LS	Pen Valley double disc solids transfer pump	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00
19	1	LS	Ashbrook cloth disc filter	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00
20	1	LS	Polyprocessing chemical storage tanks	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00
21	1	LS	Westech gravity thickener equipment	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00
22	1	LS	Furnish and install listed equipment above and remaining improvement	\$ 8,075,000.00	\$ 8,075,000.00	\$ 10,262,495.00	\$ 10,262,495.00	\$ 10,262,495.00	\$ 10,262,495.00
23	1	LS	Allowance for work described in the Prime Controls Proposal	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00
24	1	LS	Allowance for work directed by the City	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
<b>TOTAL BASE BID PRICE (Items 1 thru 24)</b>					<b>\$ 14,054,505.00</b>		<b>\$ 16,349,000.00</b>		<b>\$ 16,349,000.00</b>

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

  
 \_\_\_\_\_  
 JORDAN S. HIBBS, P.E., #115729



NOTE: The GRP Oversight Committee is scheduled to meet on January 3, 2019 at 4 PM to review the Surface Water Treatment Plant Expansion bids and make a bid award recommendation to City Council.

**TABULATION OF BIDS FOR: Regional Water Treatment Plant Expansion Phase II, (20 MGD), City of Missouri City, Texas**

BIDS RECEIVED: 12/18/2018

PE Firm Registration No. 1151

Item No.	Quantity	Unit	Item	BASE BID		LEM Construction Company, Inc.		PLW Waterworks, LC	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 500,000.00	\$ 500,000.00	\$ 615,000.00	\$ 615,000.00	\$ 615,000.00	\$ 615,000.00
2	1	LS	Stormwater Pollution Prevention Plan	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
3	2,000	LF	Trench and Excavation Safety Plan	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
4	1	LS	Peerless raw water pump	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00	\$ 152,000.00
5	1	LS	Peerless raw water pump impellers	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
6	1	LS	Upgrade existing Evoqua Chlorine Dioxide System	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
7	1	LS	WesTech veritcal paddle flocculators	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00	\$ 215,465.00
8	1	LS	MRI inclined plate clarifiers and cover	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00	\$ 285,760.00
9	1	LS	MRI hoseless sludge collectors	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
10	1	LS	Peerless membrane feed pumps and RF pumps	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00	\$ 121,400.00
11	1	LS	Tekleen automatic self-cleaning strainer	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00
12	1	LS	Pall membrane system	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00	\$ 2,318,830.00
13	1	LS	Aerzen Screw Compressor	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00
14	1	LS	Watson Marlow chemical feed system	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00	\$ 93,700.00
15	1	LS	Ashbrook belt filter press	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00	\$ 315,800.00
16	1	LS	Rehabilitation of Ashbrook belt filter press	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00	\$ 186,500.00
17	1	LS	Polyblend polymer feed system	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00
18	1	LS	Pen Valley double disc solids transfer pump	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00	\$ 58,470.00
19	1	LS	Ashbrook cloth disc filter	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00	\$ 292,352.00
20	1	LS	Polyprocessing chemical storage tanks	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00	\$ 139,800.00
21	1	LS	Westech gravity thickener equipment	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00	\$ 157,478.00
22	1	LS	Furnish and install listed equipment above and remaining improvement	\$ 8,075,000.00	\$ 8,075,000.00	\$ 10,262,495.00	\$ 10,262,495.00	\$ 10,262,495.00	\$ 10,262,495.00
23	1	LS	Allowance for work described in the Prime Controls Proposal	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00	\$ 388,450.00
24	1	LS	Allowance for work directed by the City	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
<b>TOTAL BASE BID PRICE (Items 1 thru 24)</b>						<b>\$ 14,054,505.00</b>		<b>\$ 16,349,000.00</b>	

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

  
 \_\_\_\_\_  
 JORDAN S. HIBBS, P.E., #115729





# CITY COUNCIL AGENDA ITEM COVER MEMO

January 7, 2019

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Dry Creek Access Agreement  
**Submitted by:** Jennifer Hobbs, P.E.

## SYNOPSIS

The Dry Creek Access agreement will facilitate the Developer to provide secondary access to the development and also connect Dry Creek Drive to Trammel Fresno Rd. through the City's property. In exchange, the Developer will create a detention easement and provide detention capacity to serve the City's Detention needs within the Developer's property.

## STRATEGIC PLAN 2019 GOALS ADDRESSED

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

## BACKGROUND

Dry Creek Village is a mixed-use development that will ultimately add 412 residential lots, 12.5 acres of commercial property, and approximately 32 acres of detention and open space. The purpose of this agreement is to allow the Developer to construct the final portion of Dry Creek Drive through City owned property (Exhibit A). The roadway will follow all City standards and ultimately connect to Lake Olympia Parkway at the northern end and Trammel Fresno through Dry Creek Drive (Exhibit B), at the southern end. In turn, the Developer will create a permanent drainage easement adjacent to the City owned Wastewater Treatment Plant that will serve the development and the City's future detention needs for the Mustang Waste Water Treatment Plant Site (Exhibit C). The agreement highlights specific timelines for the construction, maintenance and acceptance of this proposed secondary access roadway.

## BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
N/A	N/A	N/A	N/A	N/A	N/A

**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. Dry Creek Agreement
2. Dry Creek Agreement Exhibits

**STAFF'S RECOMMENDATION**

Staff recommends approval of the proposed agreement.

**Director Approval:**

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

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

**Bill Atkinson, Assistant City Manager**

# DRY CREEK ROAD AND DRAINAGE AGREEMENT

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This Road and Drainage Agreement (“Agreement”) is entered into between the City of Missouri City, Texas (“City”), a home-rule municipality organized under the laws of the State of Texas, and FLC Parkway, LP, and its successors or assigns (“Developer”).

## RECITALS

WHEREAS, the Developer is constructing a residential subdivision in the City to be known as Dry Creek Village (the “Development”); and

WHEREAS, the Developer requires additional road access for ingress and egress to serve the needs of the Development; and

WHEREAS, the City owns land in fee that can accommodate such road access for ingress and egress to serve the needs of the Development; and

WHEREAS, the construction of the road is consistent with the City’s Major Thoroughfare Plan; and

WHEREAS, the City requires additional drainage detention in and around the Development to serve the needs of the public, including the needs of the Development; and

WHEREAS, the Developer owns land in fee that can accommodate the City’s drainage detention needs; and

WHEREAS, the Developer desires to make available its land to accommodate the City’s drainage detention needs;

NOW THEREFORE, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

### Section 1. Incorporation of Preamble

The facts and recitations contained in the preamble to this Agreement are true and correct and incorporated herein for all purposes.

### Section 2. Consideration

For mutual consideration agreed and acknowledged by both the City and the Developer, the City and the Developer enter into this Agreement freely and voluntarily.

### Section 3. Road Improvement Construction

- a. The City shall allow the Developer to construct a road and related improvements, including, but not limited to, a roadway, drainage, signage, fencing and landscaping, to serve the general public, including the Development, on City property described and depicted in Exhibit “A,”

incorporated herein, made a part hereof for all purposes (hereinafter referred to as "City Property"). The general location, width, and length ("road alignment") of the road are depicted on Exhibit "B," which is attached hereto and incorporated herein for all purposes (hereinafter referred to collectively as the "Road Improvement"). Both parties acknowledge that the exact road alignment is unknown at this time, but shall generally follow the alignment as depicted on Exhibit "B." If the road alignment materially deviates from that depicted on Exhibit "B," Developer shall provide to the City Manager or his designee the new proposed road alignment for approval, which the City shall approve if such alignment meets the conditions of this Agreement and is in the best interest of the City. A temporary roadway may be constructed, provided that such roadway shall be constructed in conformance with the standards of a temporary pavement facilitating access to emergency response vehicles and, further provided, that such temporary roadway shall be dedicated as a temporary easement to the City. The temporary roadway may be designed with temporary roadside ditches instead of underground storm sewer. The temporary roadway and access easement shall be maintained until the earlier of: (1) the construction of the permanent roadway infrastructure as part of Dry Creek Village Section 3, or (2) five (5) years after the construction and acceptance of roadway infrastructure for Dry Creek Village Section 2. During this interim period, the developer or designee shall maintain the temporary pavement and the dedicated access easement.

- b. The Developer agrees to comply with all federal, state, and local rules and regulations, City ordinances, including City building codes, City infrastructure design standards manuals, and specifications, and City platting and subdivision requirements in construction, placement, and alignment of the Road Improvement as part of Dry Creek Village Section 3 development. Until dedication of this roadway section thru final plat and the final acceptance of the roadway infrastructure by the City, the City shall not assume the maintenance responsibility.
- c. The Developer and City agree that the temporary roadway (secondary access) is required as part of Dry Creek Village Section 2 development and will be constructed contemporaneously with the construction of Dry Creek Village Section 2 infrastructure within a 60-foot wide easement. If the Road Improvement is not constructed within the timeframe as set forth in this subsection or as otherwise agreed to in writing by the City and the Developer, the Developer may request, in writing to the City Manager or his designee, an extension of time, up to six (6) months. At his sole discretion, the City Manager or his designee may grant such extension if an unusual or compelling circumstance warrants an extension.

- d. The Developer agrees to secure and pay for all required permits, whether from the City, the Texas Department of Transportation, Fort Bend County, or any other permitting agency, prior to any road construction.
- e. The Developer agrees to allow the City to inspect the road construction at any time the City deems necessary. The Developer further agrees that, from the effective date of this Agreement, this Agreement serves as a right of entry without any further notice, approval, or authorization from the Developer to the City for the City to come onto or into any of Developer's property, real or personal, for the construction of the Road Improvement. From the effective date of this Agreement, this Agreement shall serve as a right of entry, without any further notice, approval, or authorization from the City to the Developer for the Developer to enter the City's Property for the sole purpose of constructing the Road Improvement. Such right of entry shall terminate on the earlier of the date on which the City accepts the Road Improvement or five (5) years from the date of this Agreement if the Road Improvements are not constructed by then.
- f. If the Developer fails, refuses, or is unable to construct the Road Improvement for any reason, the Developer shall still provide the City with the drainage detention easement described in Section 4 below. Developer acknowledges and agrees that the City's action of entering into this Agreement is sufficient consideration to grant to the City a drainage detention easement regardless of whether the Developer can or does construct the Road Improvement.
- g. The Developer agrees to dedicate the Road Improvement to the City for public use in accordance with the City's subdivision and platting process as part of the platting of Dry Creek Village Section 3 and further agrees that no part of the Road Improvement shall be private, gated, or otherwise obstruct the free movement of travel. If Dry Creek Village Section 3 is not constructed within five (5) years after the construction and acceptance of the roadway infrastructure for Dry Creek Village Section 2, Developer agrees to plat the Road Improvement easement as public right-of-way in accordance with the City's subdivision and platting process. Developer acknowledges and agrees that the requirement and dedication of the Road Improvement are directly related to and for the benefit of the Development and are proportionate to the impact of Development on the City's traffic system.
- h. Upon acceptance of the Road Improvement, the City shall maintain the Road Improvement.

#### **Section 4. Drainage Detention Easement**

- a. The Developer shall grant to the City a non-exclusive, permanent drainage detention easement to serve the City's drainage detention needs. Developer agrees to design the drainage detention easement in specific conformance with anticipated drainage design standard amendments proposed by the Fort Bend County Drainage District based on "Atlas 14" in 2019. Developer acknowledges and agrees that the granting of the permanent drainage easement to the City is directly related to, and for the benefit of, the Development, and is proportionate to the impact of Development on the City's drainage system. The general size and location of the drainage detention easement are described and depicted on Exhibit "C," which is attached hereto and incorporated herein for all purposes. Both parties acknowledge that the exact drainage detention size and location are unknown at this time, but shall generally follow the size and location as depicted on Exhibit "C." If the drainage detention size or location deviates from that depicted on Exhibit "C," the City shall provide to the Developer the new proposed drainage detention size or location. The Developer's approval shall not be unreasonably withheld.
- b. Upon construction of the drainage detention area, the Developer shall maintain the drainage detention area or convey the drainage detention area to a public entity so they can maintain such area.
- c. The Developer will excavate 55,000 cubic yards of the detention pond located within the Drainage Detention Easement, and place the excavation material immediately east and adjacent to the pond in the area identified as the "stockpile area" on Exhibit "D". The excavation material will be stockpiled in this location for the City's use. The City will have one (1) year after the completion of the detention pond to remove and relocate the stockpile material for the City's use. If the City removes and relocates material from the stockpile area, ownership of such material shall transfer to the City. If the material is not removed within one (1) year, the Developer shall maintain its ownership interest in the material to be used by the Developer, as needed.
- d. The Developer and the City agree that the two parties will enter into a Drainage Detention Easement agreement. The parties agree that the Drainage Detention Easement agreement shall be executed as part of the final plat approval of Dry Creek Village Section 2.
- e. The Developer shall complete the construction of the drainage detention within two (2) years of the recordation of the plat for Dry Creek Village Section 2, or as otherwise agreed to in writing by the City and the Developer. If the drainage detention is not constructed within the timeframe as set forth in this subsection

or, or as otherwise agreed to in writing by the City and the Developer, the Developer may request, in writing, a six (6) month extension. At his sole discretion, the City Manager or his designee may grant such extension if an unusual or compelling circumstance warrants an extension.

- f. The Developer agrees to allow the City to inspect the drainage detention area at any time the City deems necessary. The Developer further agrees that, from the effective date of this Agreement, this Agreement serves as a right of entry, without any further notice, approval, or authorization from the Developer to the City, for the City to come onto or into any of Developer's property, as described in Exhibit "C."

### **Section 5. Sale**

This Agreement shall run with the land described and depicted in Exhibit "C." Developer shall record a copy of this Agreement in the real property records of Fort Bend County and shall submit a file-stamped copy to the City promptly after such filing.

### **Section 6. Miscellaneous Provisions**

- a. No waiver of immunity. Nothing contained in this Agreement shall waive the City's governmental or sovereign immunity from suit or liability.
- b. No Joint Enterprise. This Agreement is not intended to, and shall not be construed to create any joint enterprise between the City and the Developer. Developer understands and agrees that Developer will not be entitled to any benefits generally available to City employees or contractors. Developer agrees that Developer is responsible for all expenses necessary to carry out Developer's obligations, as set forth in this Agreement, and shall not be reimbursed by the City for such expenses.
- c. No Third Party Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the City and the Developer. This Agreement is made for the benefit of the City and the Developer only and is not made for the benefit of, nor may it be enforced by, any person firm, corporation, or other entity not a party to this Agreement.
- d. Public Purpose. The City finds that this Agreement serves a public purpose.
- e. Assignment and Delegation. Developer shall not assign any rights or delegate any duties under this Agreement without the written permission of the City.
- f. Notices. The City and Developer agree that informal communication such as in-person meetings, telephone calls, web-based communications, and emails regarding this Agreement are acceptable; however, any notice

regarding a breach or material change to this Agreement shall be in writing and sent to the following representative via first class mail, certified, with return receipt requested. Either party may change the recipient of notice with 10 days' notice by providing such notice in writing to the other party.

If to the City:

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: City Manager

Copy to:

City of Missouri City Public Works Department  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: Director of Public Works

If to the Developer:

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

- g. Authority. By executing this Agreement, both parties acknowledge that they have authority to enter into this Agreement.
- h. No waiver. Any failure by either party to enforce any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any such provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition or any other provision or condition.
- i. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles, and venue shall be in Fort Bend County, Texas.
- j. Term and Termination. This Agreement shall be in effect from the date of execution by the City or the Developer, whichever date is later, and may be terminated with the written consent of both parties.
- k. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Agreement 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 Agreement as a whole or any part of

provision hereof, other than the part declared to be invalid or unconstitutional; and the parties declare that it would have adopted each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**CITY OF MISSOURI CITY, TEXAS**

By: \_\_\_\_\_  
Yolanda Ford, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

\_\_\_\_\_

By: \_\_\_\_\_, its general partner

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

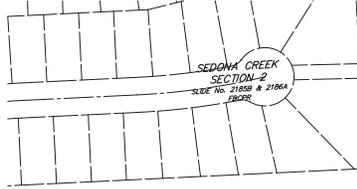
**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_



SCALE: N.T.S



SEDONA CREEK  
SECTION 2  
SLIDE NO. 21808 & 21864  
FBCDR

Prop Dry Creek  
Village Sec 2

REPLAT OF VICKSBURG VILLAGE  
OF SHILOH SEC 1  
SLIDE NO. 843 B & 843 A  
FBCDR

VICKSBURG DITCH

WASTEWATER  
TREATMENT PLANT  
SITE  
CALLED 1.83654 AC TO  
FORT BEND COUNTY WIL  
NO. 48 BY SPECIAL  
WARRANTY DEED  
VK No. 1014 PG 746  
FBCDR

CALLED 88.1380 ACRES TO FLC  
PARKWAY, LP BY CORRECTION  
GENERAL WARRANTY DEED  
CF No. 201400877  
FBCDR

Future Dry Creek  
Village Sec 3

FORT BEND PARKWAY  
TOLL ROAD  
(VARYING WIDTH ROW)  
CF No. 2003114427  
FBCDR

City Property

VICKSBURG ESTATES LTD

CITY OF MISSOURI CITY TRACT  
CALLED 7.5148 AC TO CITY OF  
MISSOURI CITY, TX BY SPECIAL  
WARRANTY DEED  
CF No. 200812012  
FBCDR

Area of Road Improvement  
and Access to Trammel  
Fresno within City Property

TRAMMEL FRESNO ROW  
(CALLED 100' ROW)  
CF No. 2004110055  
FBCDR

# EXHIBIT "A"

## CITY OF MISSOURI CITY TRACT

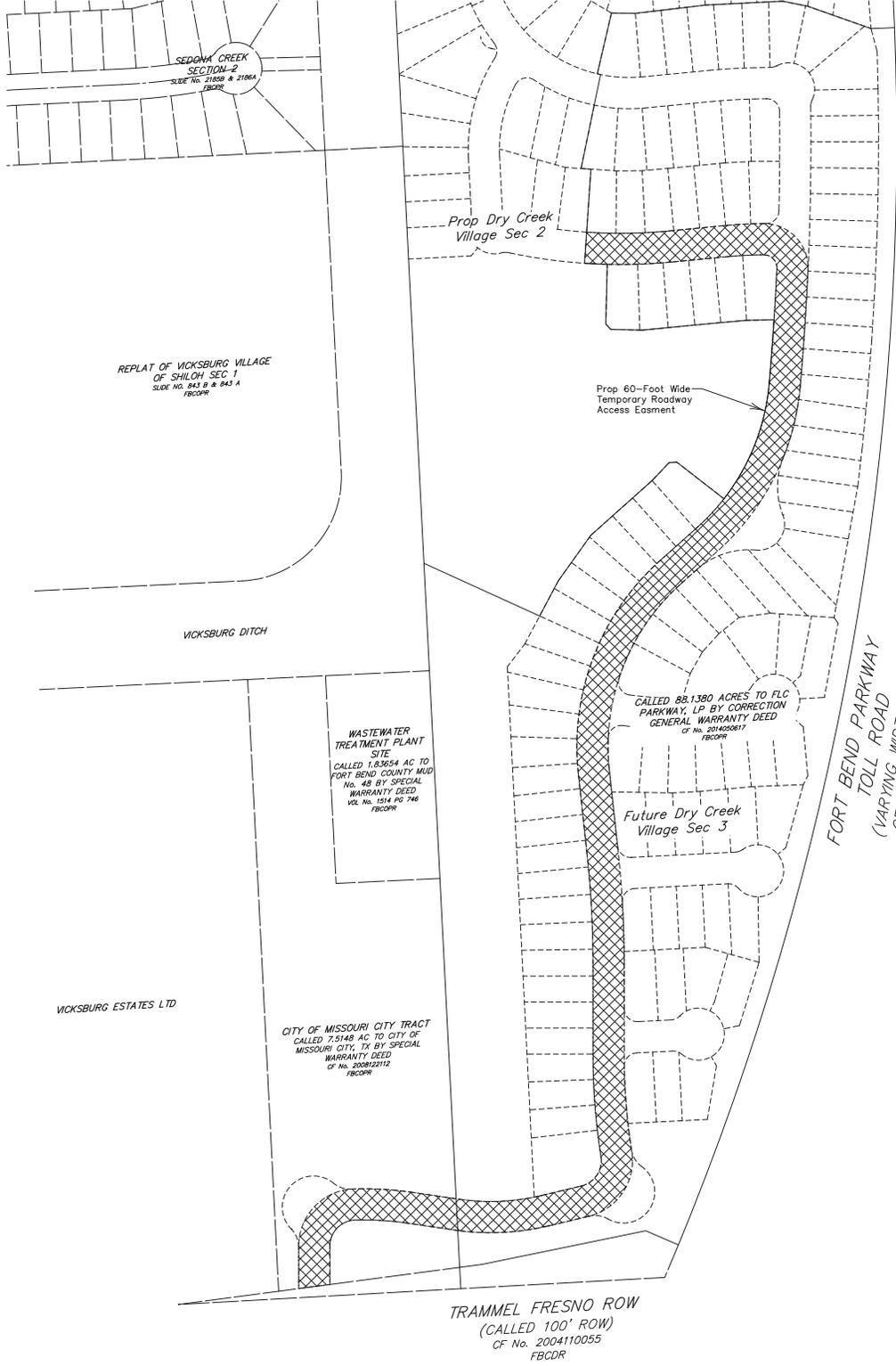
NOVEMBER 2018



Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



SCALE: N.T.S



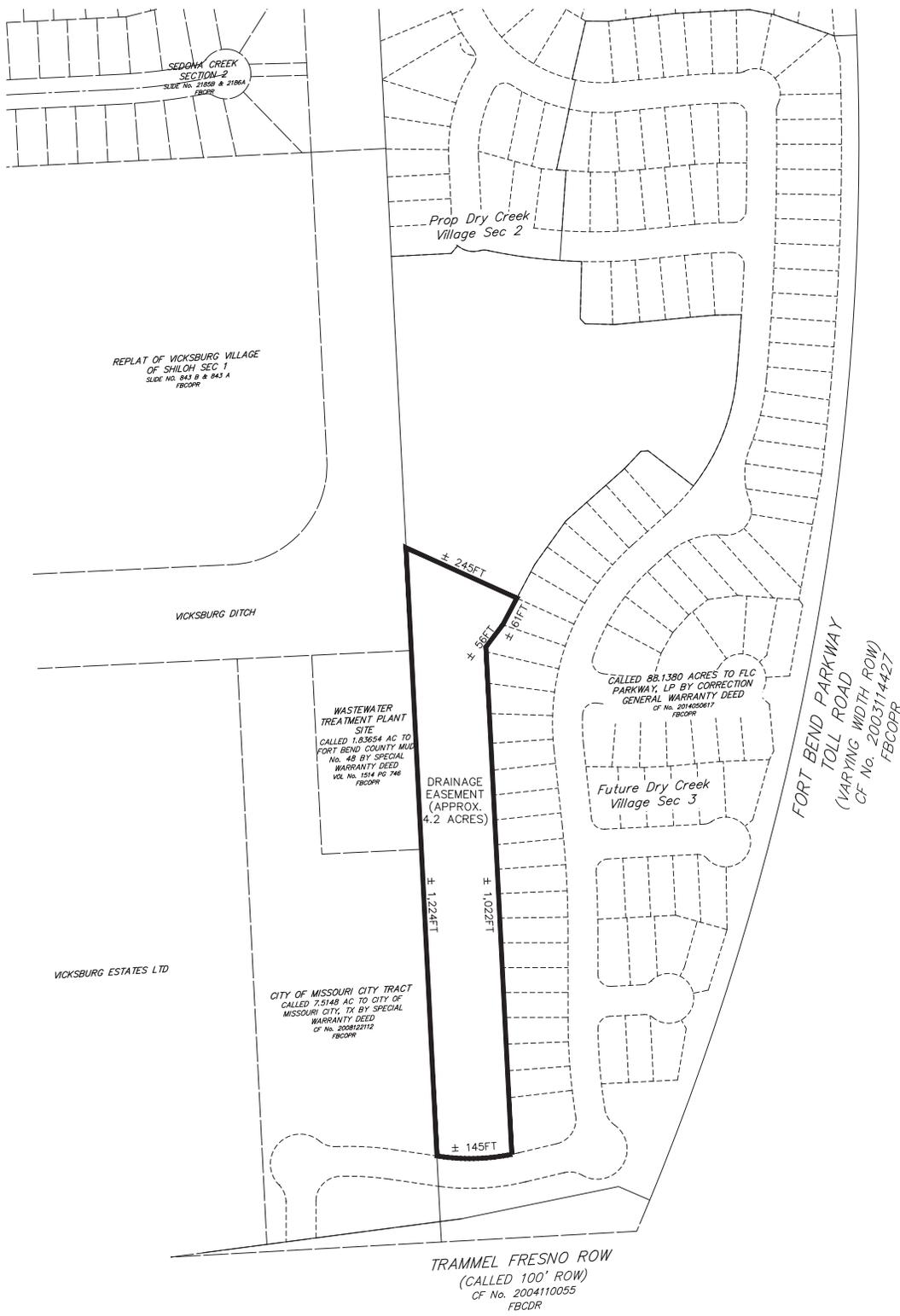
 Prop 60-Foot Wide Temporary Roadway Access Easement

**EXHIBIT "B"**  
**PROPOSED 60-FEET EASEMENT FOR ROADWAY IMPROVEMENT**

NOVEMBER 2018



SCALE: N.T.S

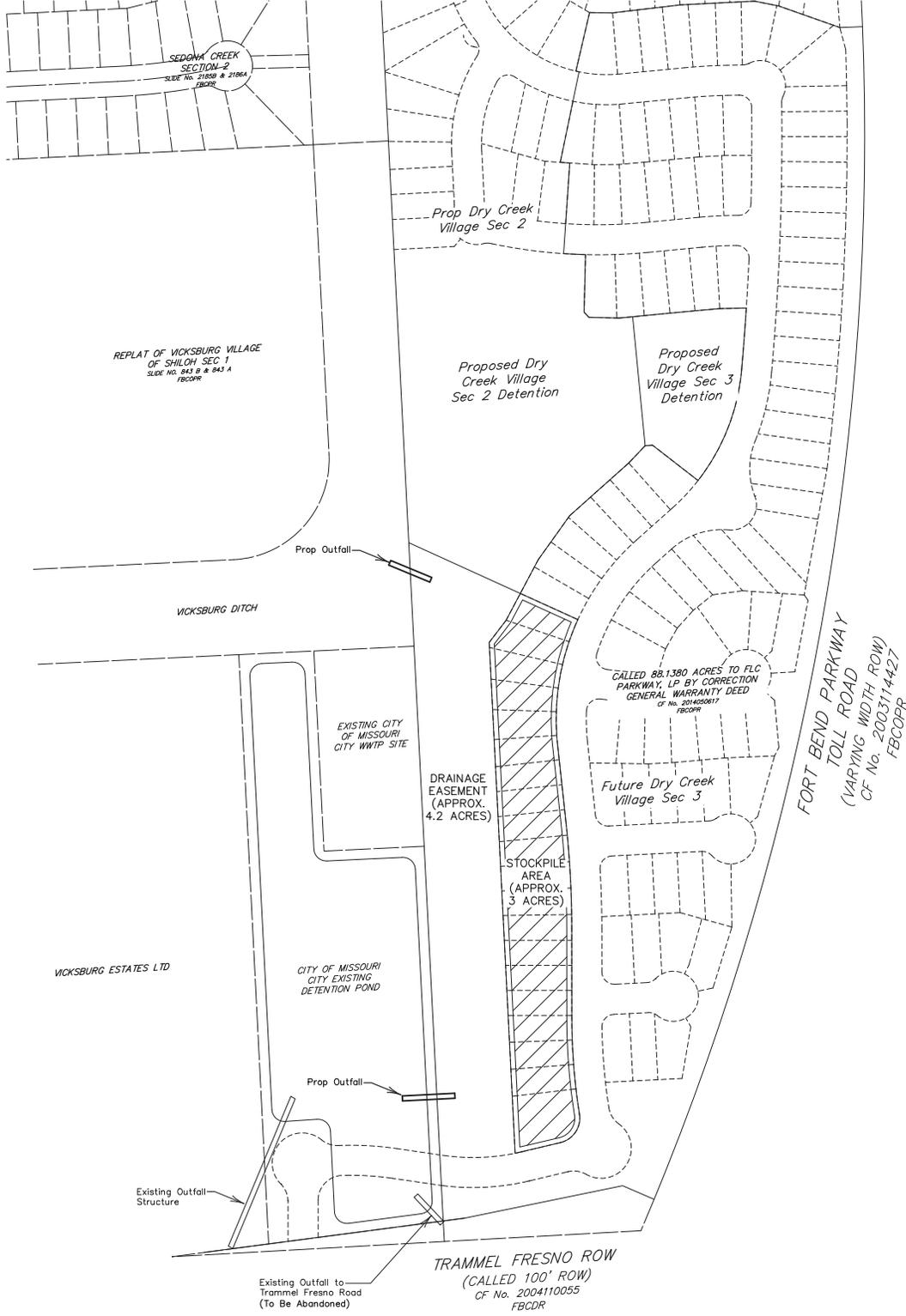


**EXHIBIT "C"**  
**DRAINAGE EASEMENT**

NOVEMBER 2018



SCALE: N.T.S



# EXHIBIT "D" DETENTION EXHIBIT

NOVEMBER 2018



Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

January 7, 2019

**To:** Mayor and City Council

**Agenda Item:** 9(c) Consider authorizing the purchase of a new fire truck through the Houston Galveston area Council (HGAC) cooperative purchasing program.

**Submitted by:** Eugene Campbell, Jr., Fire Chief

**SYNOPSIS**

Staff desires purchase two (2) apparatus, a fire engine and a Platform - ladder truck. These new units are replacements for current apparatus that have reached the end of their service life.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Create a great place to live
- Public Safety

**BACKGROUND**

The lease/purchase of a Pierce Fire Engine, its primary purpose is transporting firefighters to the scene, providing a limited supply of water with which to fight the fire, and carrying hoses, tools, and equipment to an emergency scene. The Pierce Platform – ladder truck that acts as a fire engine, but also provides a ladder that can be used as an evaluated master stream, to rescue people from heights and support ventilation efforts.

The new units replace a 2000 E- One ladder and a 2003 Pierce Fire Engine. This request aligns with the long-range replacement plan of the department and provides the foundation for effective and safe response times.

Fire apparatus have been typically purchased through cooperative purchasing contracts available to the City from the Houston Galveston area Council (HGAC). HGAC has contract no. FS12-17 for Pierce Fire Engines with its local dealer, Siddons-Martin Emergency Group (“Siddons”) of Denton, TX.

Staff initiated a comprehensive bid process for a lease-purchase to finance the acquisition and Frost Bank was selected. Staff recommends Council authorize the purchasing of two (2) apparatus before a three percent increase takes effect in February of 2019.

**BUDGET/FISCAL ANALYSIS**

<b>Fire Truck</b>			
<b>Lease/Purchase</b>			
<b>Rear Mount Velocity Platform</b>	301-57790-30-301-	Capital Lease Principal	\$1,512,962.00
	301-57070-30-301-	Capital Lease Interest	\$308,078.56
<b>Enforcer Pumper</b>	301-57790-30-301-	Capital Lease Principal	\$726,124.00
	301-57070-30-301-	Capital Lease Interest	\$147,857.80

<b>Total Amount</b> Requested for the 10yr Period	\$2,695,022.36
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**Purchasing Review: Shannon Pleasant, CTPM - Procurement and Risk Manger**  
**Financial/Budget Review: Keresa Aaron, Sr. Budget Analyst**

*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. Purchase agreement

**STAFF'S RECOMMENDATION**

Staff recommends approval of the purchase.

**Director Approval: Eugene Campbell, Jr., Fire Chief**

**Assistant City Manager Approval: Bill Atkinson, Assistant City Manager**



## AGREEMENT FOR FIRE PREVENTION EQUIPMENT

# 19-\_\_\_\_\_

This AGREEMENT ("Agreement") is entered into by and between the undersigned, Siddons-Martin Emergency Group ("Contractor"), located at 3500 Shelby Lane, Denton, Texas 76207, and the City of Missouri City ("City"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** Contractor will perform the designated services and/or provide the designated products as set forth in the proposal and specifications contained in Exhibit A ("Proposal"), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in Exhibit A. The terms and conditions of this Agreement take precedence over any exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin when it is executed by both parties. This Agreement may be terminated, upon thirty (30) days written notice, by the City without cause. This Agreement may be terminated immediately by the City for cause. Upon termination, City shall pay Contractor according to the cancellation fee schedule set forth in Exhibit A. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

**Section 3. Compensation:** Contractor shall be paid for the services rendered and products furnished to the City in the amounts set forth in Exhibit A.

City shall pay Contractor in accordance with the Texas Government Code, Chapter 2251. Contractor must submit invoices for all Services to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The City shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to City.

**Section 4. Limit of Appropriation and Fiscal Funding.** The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the amount budgeted by the City for to discharge any and all liabilities which may be incurred by the City pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the City shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the City. The City's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the City.



## AGREEMENT FOR FIRE PREVENTION EQUIPMENT

# 19-\_\_\_\_\_

**Section 5. Relationship of the Parties:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

**Section 6. Authority of City Project Manager:** All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the City's project manager, namely City Manager or designee. The City's project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the Contractor and the decisions of the City's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City's project manager to alter, vary or amend this Agreement.

**Section 7. Confidentiality:** During the term of this Agreement, Contractor may come in contact with confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of Contractor without the prior written approval of City.

**Section 8. Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 9. Licenses/Certifications:** Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 10. Performance/Qualifications and Assignment:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The City and the Contractor bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably



## AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 11. Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City Council or has a value of at least \$1 million, Contractor further warrants that Contractor has submitted a disclosure of interested parties to the City.

**Section 12. Insurance:** For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies). Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The Contractor shall notify the City in the event of any change in the required coverage or cancellation and shall give such notices not less than 30 days prior to the change or cancellation. The Contractor shall provide a replacement Certificate of Insurance prior to such change or cancellation. The Contractor agrees to waive all the Contractor's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the City, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 13. Indemnification:** Contractor shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract. If any action or proceeding shall be brought by or against the City in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the Contractor, on notice from the City, shall defend the City against such action or proceedings at Contractor's expense, by or through attorneys reasonably satisfactory to the City. The Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the Contractor under this Agreement.

**Section 14. Force Majeure:** Neither City nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of Contractor), provided that the delayed party: (a) gives the other party



## AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**Section 15. Notices:** Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

**Section 16. Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Section 17. Jurisdiction:** City and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 18. Prohibition on Boycotting Israel.** Pursuant to Section 2270.002, Texas Government Code, City may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, Exhibit B, attached hereto and incorporated herein for all purposes, Contractor verifies that Contractor does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 19. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 20. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 21. Severability:** 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.



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**Section 22. Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this agreement on behalf of City.

Siddons-Martin Emergency Group

City of Missouri City

By: [Signature]

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

Name: ~~James Campbell~~ Kirk Giulac

Name: Anthony Snipes

Title: V.P. OF SALES

Title: City Manager

Date: 01/4/2019

Date: \_\_\_\_\_



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A



3500 Shelby Lane  
Denton, Texas 76207  
GDN P115891  
TXDOT MVD No. A115890  
EIN 27-4333590

December 4, 2018

Eugene Campbell, Jr., Fire Chief  
Missouri City, City Of  
3849 Cartwright Road  
Missouri City TX 77459

Proposal for Missouri City Fire Department

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Missouri City, City Of. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Missouri City, City Of and training on operation and use of the apparatus.

Description	Amount
489257, No. 827, Missouri City Impel pumper Pierce, Impel, Pumper Price guaranteed until January 30, 2019. Delivery within 9.5-10.5 months of order date. A warranty term of 84 months is included.	Vehicle Price \$ 711,941.00 Inspections \$ 18,150.00 Equipment \$ 7,000.00 Performance Bond \$ 1,971.00 7-Year warranty \$ 46,395.00 Prepay Discount (\$ 9,408.00) Prepay Discount (\$ 14,559.00) Trade-In (\$ 35,366.00) <b>SUB TOTAL \$ 726,124.00</b>
Chassis Prepay Discount ( \$ 9,408.00). \$ 313,588.00 due with order. Full Prepay Discount ( \$ 14,559.00). Total amount due with order. To receive full prepayment discounts, payment is due to Siddons-Martin within 30 days ARO.	
489257, No. 817, Velocity Platform Pierce, Velocity, Aerial, Platform - 100 Price guaranteed until January 30, 2019. Delivery within 10.5-11.5 months of order date. A warranty term of 120 months is included.	Vehicle Price \$ 1,386,275.00 Inspections \$ 18,150.00 Equipment \$ 7,000.00 Performance Bond \$ 4,122.00 10 year warranty \$ 164,331.00 Prepay Discount (\$ 13,592.00) Prepay Discount (\$ 6,987.00) Prepay Discount (\$ 28,856.00) Trade-In (\$ 17,481.00) <b>SUB TOTAL \$ 1,512,962.00</b>
Chassis Prepay Discount ( \$ 13,592.00). \$ 453,095.00 due with order. Aerial Prepay Discount ( \$ 6,987.00). \$ 410,959.00 due with order. Full Prepay Discount ( \$ 28,856.00). Total amount due with order. To receive full prepayment discounts, payment is due to Siddons-Martin within 30 days ARO.	
	<b>TOTAL \$ 2,239,086.00</b>

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

**Late Fee.** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation.** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance.** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC. *1/4/18*

Sincerely,

*James Campbell*

James Campbell  
Siddons-Martin Emergency Group, LLC

I, \_\_\_\_\_, the authorized representative of Missouri City, City Of, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A



Proposal Option List

12/4/2018

Customer:	Missouri City	Bid Number:	817
Representative:	Campbell, James	Job Number:	
Organization:	Siddons-Martin Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	06-16-2017
Description:	Missouri City Platform	Stock Number:	
Body:	Aerial, Platform 100', Alum Body	Price Level:	37 (Current: 37)
Chassis:	Velocity Chassis, PAP/Midmount (Big Block), 2010		

Line	Option	Type	Option Description	Qty
1	0766656		Boiler Plates, Aerial 100' Platform Fire Department/Customer - Missouri City Fire and Rescue Operating/In conjunction W-Service Center - In Conjunction Miles - 250 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Siddons-Martin Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	1
2	0584456		Manufacture Location, Appleton, Wisconsin	1
3	0584452		RFP Location: Appleton, Wisconsin	1
4	0588609		Vehicle Destination, US	1
5	0018180		Single Source Compliance, Aerials	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0538644		Customer Service Website	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0564213		Velocity Chassis, PAP/Midmount (Big Block), 2010	1
18	0000110		Wheelbase Wheelbase - 272"	1
19	0000070		GVW Rating GVW rating - 76,000#	1
20	0000203		Frame Rails, 13.38 x 3.50 x .375, Qlm/AXT/Imp/Vel/DCF	1
21	0080637		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, Full Length, 56"Qval	1
22	0508846		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity	1
23	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0078246		Tires, Front, Michelin, XZY3 (wb), 445/65R22.50, 20 ply	1
27	0773076	SP	Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Dura-Bright, Hub Pilot	1
28	0582646		Axle, Rear, Meritor RT58-185, 60,000 lb, Velocity	1
29	0544244		Top Speed of Vehicle, 60 MPH	1
30	0555355		Suspension, Rear, Hendrickson FMX 622 EX, Air Ride, 62,000 lb	1
31	0000485		Oil Seals, Rear Axle	1
32	0792675		Tires, Rear, Michelin, X WORKS Z, 315/80R22.50, I.R.L., Tandem	1
33	0094441		Wheels, Rear, Alcoa, 22.50" x 9.00", Alum, Dura-Bright, Hub Pilot, Tandem	1
34	0588081		Tire Balancing, Counteract Beads	1
35	0688595		Tire Pressure Monitoring System, Not Required With Crossfire Monitoring System	1
36	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
37	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flaps, w/logo front & rear	1
40	0021931		Tire, "Crossfire" Air Pressure Equalization (tandem)	1



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EXHIBIT A

Line	Option	Type	Option Description	Qty
41	0601010		Chocks, Wheel, SAC-44-E, Folding, Aerials Qty, Pair - 01	1
42	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials Qty, Pair - 01	1
43	0593759		Location, Wheel Chocks - Left Side Rear Tire, Forward	
44	0030185		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle, 2010	1
45	0000730		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
46	0020784		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0000794		Brake Reservoirs, Six	1
48	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
49	0000790		Brake Lines, Nylon	1
50	0089419		Air Inlet, with Kussmaul Air Eject (Fill-In Blank Location) Location - rs DRIVER STEP WELL Qty, Air Coupling (s) - 1	1
51	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
52	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
53	0795318		Engine, Cummins X15, 600 hp, 1850 lb-ft, W/OBD, EPA 2017, Velocity	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) JSC/ISM/ISL9/ISX Hi Med Lo	1
56	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
57	0123135		Air Intake, w/Ember separator, Imp/Vel	1
58	0794743		Exhaust System, 6", X12/X15 Engine, Horizontal, Right Side	1
59	0787999		Radiator, Impel/Velocly	1
60	0511425		Cooling Hoses, Rubber	1
61	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel Finish, Fuel Tank - Unpainted	1
62	0001129		Lines, Fuel	1
63	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
64	0552793		Not Required, Fuel Priming Pump	1
65	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
66	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qim/Sab/DCF/SFR/Enf	1
67	0578969		Fuel/Water Separator, Racor Inline	1
68	0642582		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
69	0626331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
70	0684459		Transmission Oil Cooler, Modine, External	1
71	0536530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
72	0001375		Driveline, Spicer 1810	1
73	0689988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
74	0001544		Not Required, Steering Assst Cylinder on Front Axle	1
75	0509230		Steering Wheel, 4 Spoke without Controls	1
76	0559647		Pierce Logo on Horn Button	1
77	0524744		Bumper, 22" Extended, Steel, Painted, Imp/Vel	1
78	0616482		Tray, Hose, Center, 22" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
79	0630210		No Selection Required, Cover Selected in Bumper Accessories	1
80	0687788		Tray, (1) Hose Right Side of Bumper, Special Capacity Capacity, Hose Tray - 12"(front to back) x 19"(left to right) x 15"( deep ) Grating, Bumper extension - Grating, Rubber	1
81	0630568		Cover, Aluminum Treadplate, Two (2) Flush Lift and Turn Latches, Hose Tray Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	1
82	0510228		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
83	0002270		Tow Hooks, Chrome	1
84	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location Location - Front to Back, six(6) inches from the right side of tray Qty, - 01	1
85	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
86	0668314		Cab, Velocity FR, 7010 Raised Roof w/Notch	1
87	0687982		Engine Tunnel, ISX, Impel/Velocly FR	1



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## EXHIBIT A

Line	Option	Type	Option Description	Qty
88	0577478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
89	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
90	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
91	0002224		Scuffplates, S/S At Cab Door Jamb, 4-Door Cab	1
92	0527032		Material Trim/Scuffplate - c) S/S, Polished Trim, S/S Band, Across Cab Face, Rect Lights, Velocity Material Trim/Scuffplate - c) S/S, Polished Turnsignal Covers - Polished S/S Covers	1
93	0015440		No Chrome Molding, On side of cab	1
94	0762844	SP	Mirrors, Velvac, 2030, Heated/Remote, w/Bolt-on Hid/Rmt Convex, Cab Mnt, Imp/Vel	1
95	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof Key Model, Cab Doors - 751	1
96	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
97	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
98	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
99	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
100	0770213		Handrail, Exterior, Broy-Krause, 24" Formed, S/S, Coat Hook, 4-Door Cab	1
101	0509849		Lights, Cab and Crew Cab Access Steps, P26, LED w/Bezel, 1Lt Per Step	1
102	0002140		Fenders, S/S on Cab	1
103	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
104	0568605		Not Required, Interior Trim, No Cab Side Windows	1
105	0012090		Not Required, Windows, Front/Side of raised roof	1
106	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
107	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
108	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
109	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
110	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
111	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
112	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
113	0667945		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	1
114	0667943		Cab Interior, Paint Color, Impel/Velocity FR Color, Cab Interior Paint - i) fire smoke gray	1
115	0698741		Floor, Alum Cab & Crew Cab - 2010 AXT/Imp/Vel, Wrap Vertical Surfaces, CARE	1
116	0600858		Heater/Defroster, w/Overhead Defrost Fans, Dual Zone Ctrl, Louvered CC, Imp/Vel FR	1
117	0601614		Air Conditioning, Dual Zone Control, Hinge Acc Pnl, Velocity FR w/ ISX15 Engine Paint Color, A/C Condenser - Cover/Mounts Match Roof	1
118	0640814		Dual Condensate Drain Tubes for A/C Drip Pan, Imp/Vel FR	1
119	0770956		HEPA Filter, Air-Conditioning/Defroster, Impel/Velocity, CARE	1
120	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
121	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
122	0583938		Lights, Engine Comp, Custom, Auto Sw, Wln 3SC0CDOR, 3" LED, Trim Qty. - 01	1
123	0122516		Fluid Check Access, Imp/Vel	1
124	0583042		Slide Roll and Frontal Impact Protection	1
125	0622619		Seating Capacity, 4 Seats	1
126	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
127	0696996		Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety	1
128	0510038		Radio Compartment, Behind Officer Seat, Imp/Vel	1
129	0771842		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 30.5 D, Ext Acc Only, Imp/Vel Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Scuffplate, Door Pan, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Tray, Slide-Out, 1.00" Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

Line	Option	Type	Option Description	Qty
129			Door, Exterior Stop - Bumper	
			Louvers, Cabinet - 0-No Louvers	
130	0102783		Not Required, Seat, Rr Facing C/C, Center	1
131	0767520		Cabinet, Rear Facing, RS, 22 W x 40.5 H x 26.5 D, Ext Acc Only, Imp/Vel	1
			Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side	
			Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Tray, Slide-Out, 1.00" Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Louvers, Cabinet - 0-No Louvers	
132	0628561		Seat, Fwd Facing C/C, DS Outbrd, Pierce PS6, HI-Back, Foldup, 9 Deg, 17"	1
			Blm, Safety	
133	0762591	SP	Cabinet, Forward Facing, Center, 42 W x 45 H x 24 D, Roll, Sp Swt, Imp/Vel	1
			Location - Forward facing	
			False Floor, EMS Cabinet - False Floor, Sweep Out Style	
			Light, Short Cabinet - Amdor, Interior, White, Right Side and Amdor, Interior, White, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Down Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, White, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
134	0628563		Seat, Fwd Facing C/C, PS Otrbrd, Pierce PS8, HI-Back, Foldup, 9 Deg, 17"	1
			Blm, Safety	
135	0766467		Upholstery, Seats In Cab, All Endure Vinyl, CARE	4
			Color, Cab Interior Vinyl/Fabric - c) Black	
			Qty, - 04	
136	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, QIm 2010, Dash CF	1
137	0603867		Seat Bolt, ReadyReach	1
			Seat Belt Color - Red	
138	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
139	0543914		Helmet Storage, In Body Compartment	1
140	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
141	0631776		Not Required, Overhead Map Lights	1
142	0602622		Portable Hand Light, Provided by Fire Department, Quint NFPA 2016 Classification	1
143	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocly 2010, Dash CF	1
144	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
145	0683556		Light, Do Not Move Apparatus, Win M2R Red LED	1
			Alarm, Do Not Move Truck - No Alarm	
146	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
147	0611681		Switching, Cab, Membrane, Impel/Velocly/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnl - Driver's Side Overhead	
148	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocly	1
149	0002566		Hourmeter, Aerial Inside Cab	1
150	0002616		Switch, Aerial 12V Master	1
161	0002617		PTO switch, w/light - aerial	1
162	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location, Spare Wiring - EMS Compt	
153	0548006		Wiring, Spare, 15 A 12V DC 2nd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location - near windshield between driver and officer (behind panels A and B on the instrument panel layout)	



# AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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## EXHIBIT A

Line	Option	Type	Option Description	Qty
154	0594194		Radio, AM/FM/CD/WB/Aux In, Panasonic Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - a) Slide-mounted antenna on DS Location, AM/FM Radio - a) within reach of the driver	1
155	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
156	0776356		Maintenance Reminder Message, Cab Decor, CARE	1
157	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
158	0697838		Intercom, David Clark, 4-Pos, 2-Radio, D,O,2C (Outboard Crew) Location, Intercom, C Cab - 2) 2 forward facing seats	1
159	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - plck up	1
160	0589947		Headset, David Clark, H3432 Over The Head, Flex Mic, Push On Push Off Qty, - 04 Location - one headset for each seating position	4
161	0661408		Hangers For Headsets, NFPA, Each Qty, - 04 Location, Headset Hangers - Driver Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Fwrd Fcng Seat	4
162	0559166		Install Customer Provided Two-Way Radio(s) Location - LOC 4 Qty, - 01	1
163	0559512		Install Customer Provided MDT, Complete (Qty) Location - TBD Qty, - 01	1
164	0559503		Install Customer Provided Portable Radio Charger(s) Location - TBD Qty, - 04	4
165	0699100		Install Customer Provided Key Storage, Knox Box, In Cab Location - TBD Qty, - 01	1
166	0559185		Install Customer Provided Handlight Charger(s) Location - at drawing approval Qty, - 03	3
167	0562774		Install Customer Provided Thermal Camera(s), Charger Only Location - TBD Qty, - 02	2
168	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat Location - passenger side of cab roof. Qty, - 01	1
169	0653620		Camera, Pierce, Mux, R, RS Cameras Camera System Audio - Speaker Behind Driver Camera System	1
170	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 01 Location - top of traffic light.	1
171	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
172	0624254		Electrical System, Velocity	1
173	0079214		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
174	0008624		Battery System, Single Start, All Custom Chassis	1
175	0123174		Battery Compartment, Imp/Vel	1
176	0531307		Charger, Sngl Sys, Dual Bank, Dual Pro Charger 30Amp	1
177	0598091		Location, Charger/Compr, Behind Driver's Seat, Vel/Imp/DCF	1
178	0530951		Location, Bat Chrg Ind, DS Behind Cab Door	1
179	0782020		Shoreline, 20A 120V, Blue Sea Sure Eject 7851 Qty, - 01 Connection, Shoreline - battery Color, Cover, BI Sea Inlet - Yellow	1
180	0028800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
181	0647728		Alternator, 430 amp, Delco Remy 65SI	1
182	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e) High Idle enable	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

Line	Option	Type	Option Description	Qty
183	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	1
184	0548425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
185	0620055		Light, Directional/Marker, Intermediate, Truck-Lite 60115Y LED 2lts	1
186	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - With Guard	1
187	0648067		Lights, Clearance/Marker/ID, Front, Truck-Lite 35200Y LED 7 Lts Light Guard - Without Guard	1
188	0647993		Lights, Clearance/Marker/ID, Platform, P25 LED, 6 Lts Light Guard - With Guard	1
189	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
190	0564683		Lights, Tall, Wln M6BT7* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Clear	1
191	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
192	0684481		Bracket, License Plate & Light, P25 LED	1
193	0566842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
194	0589905		Alarm, Back-up Warning, PRECO 1040	1
195	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr Z location -	1
196	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
197	0768498		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 1lt, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1
198	0768670		Lights, Perimeter, Amdor AY-LB-12HW020 LED, Brkt Qty, Lights - 02 Location, Additional Perimeter Lights - Each Side Under Frnt Bumper, 2lts and Each Side Under Pump Access - Responder, 2lts	2
199	0554198		Lights, Stop, P25 LED, Aerial With Pump 2Lts, Pump Pnl Sw	1
200	0878616		Bracket, Alum, Trdplate, 12V Surface Mounted Flood Lights, Compt Top, Each Location - on catwalk above D2 and P2, and at the rear of the truck above the traffic advisor Qty, - 02	2
201	0627087		Light, FRC, 12V SPA260-Q20* LED MAX, Surface Mount 3rd Location, Lights - One between cab and crew cab door on RS and on above RS4 Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, FRC/Rom Lt Housing - FRC, White Bezel	2
202	0629191		Light, FRC, 12V SPA260-Q20* LED MAX, Surface Mount 2nd Location, Lights - One between cab and crew cab door on LS and on above LS4 Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, FRC/Rom Lt Housing - FRC, White Bezel	2
203	0629192		Light, FRC, 12V SPA260-Q20* LED MAX, Surface Mount 1st Location, Lights - drivers side rear bulkhead Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, FRC/Rom Lt Housing - FRC, White Bezel	1
204	0783158		Light, Visor, HiViz LED, FT-B-72-**, Cnt Feature Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Job Color Scene Light Optics - Flood/Spot	1
205	0565198		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, Aerial	1



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## EXHIBIT A

Line	Option	Type	Option Description	Qty
206	0624626		Lights, Not Required, Hose Bed, Other Rear Work Area Lights Are Provided	1
207	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
208	0762433		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas, Front Sheet Qty, Cargo Lts - 1	1
209	0022153		Aerial, Platform 100', Alum Body	1
210	0654269		Body Skirt Height, 18"	1
211	0001170		Tank, Water, 500 Gallon, Poly, 85/100 PAP	1
212	0003405		Overflow, 4.00' Water Tank, Poly	1
213	0028104		Foam Cell Required	1
214	0653729		Not Required, Restraint, Water Tank, Heavy Duty	1
215	0003429		Not Required, Direct Tank Fill	1
216	0593665		Hose Bed, Alum, Trough Style, 100 PAP, Smooth Aluminum Door Location, driver's/passenger's/center - passenger's	1
217	0003492		Hose Bed Capacity, Special Amount, Ascendant, PAP, PAL Capacity, Hosebed - 500' OF 5.0"	1
218	0591017		Hose Restraint, Hose Bed, Aerial, Front Velcro Strap, Top	1
219	0076724		Running Boards, Buslin Bar Grating, Type N	1
220	0771483		Turntable Steps-Morton Cass, Swing Down, LS only, Ascend TA, PAL, PAP, Handhd Cut Out	1
221	0554001		Lights, Step (3), P25 LED, Swing Down Access Steps, One Side	1
222	0690023		Wall, Rear, Smooth Aluminum	1
223	0029503		Tow Eyes (2), Aerial	1
224	0690926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1	1
225	0014112		Tray, Hose, Running Board, Special Capacity, Predefined Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1 Capacity, Hose Tray (Predefined) - 30' of 6"	1
226	0013639		Construction, Compt, Alum, PAP	1
227	0506665		Compt, LS F/H F/D, Roll Drs, w/o Chute, w/Cord Reel, 100' PAP	1
228	0091709		Compt, LS Turntable, F/H F/D, Roll Dr & Lift Dr, 100' PAP	1
229	0023672		Compt, IPO Stairs, Not Required, LS	1
230	0506666		Compt, RS F/H F/D, Roll Drs, w/Chute, w/Cord Reel, 100' PAP	1
231	0091710		Compt, RS Turntable, F/H, Roll Dr & Lift Dr, 100' PAP	1
232	0791499	SP	Traffic Cone Storage, w/ Mounting Peg, IPO Stairs, RS	1
233	0594007		Doors, Amdor, Rollup, Side Compartments Qty, Door Accessory - 07 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	7
234	0552955		Blister, Compts In Front of Rear Axle, To Clear Firemaax Suspension	1
235	0018820		Bumper, Rear, 6" w/Treadplate Cover, Ascendant Tandem, PAP, PAL, RMAP	1
236	0019845		Guard, Drip Pan, S/S, Rollup Door Qty, Door Accessory - 06 Location, Door Accessory - all roll-up door compartments	6
237	0768509		Lights, Compt, Amdor AY-LB-12HW0** LED, Dual Light Strip Qty, - 12	12
238	0603420		Shelf Tracks, Painted, Aerial Qty, Shelf Track - 06 Location, Shelf Track - LS1, LS3, LS4, RS1, RS3 and RS4	6
239	0625835		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Special Side Height Qty, Shelf - 06 Location, Shelf - two shelves in D4 (upper and lower), P4 (upper and lower), and one shelf in D2(upper), P1(upper) Shelf, Side Height, Front - 2" Shelf, Side Height, Rear - 2" Material Finish, Shelf - Painted - Spatter Gray Shelf, Side Height, Right & Left - 2"	6
240	0709692		Tray, 215 lb, 111/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 01 Location, Shelves/Trays, Predefined - RS2-Upper Third Material Finish, Tray - Painted - Spatter Gray	1



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## EXHIBIT A

Line	Option	Type	Option Description	Qty
241	0640218		Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 600lb, Special Sides, 2G Qty, - 04 location - compartments D2, D4, P1, P4 Material - Painted - Spatter Gray Tray, Side Height, Left - 2" Tray, Side Height, Right - 2" Tray, Side Height, Front - 2" Tray, Side Height, Rear - 2"	4
242	0654253	SP	Toolboard, Pac Trac, Double Faced 7040 Trac, Swing-out location - RS3 Qty - 1 Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back	1
243	0540317		Toolboard, Swing-out, Alum, .188", Peg Board Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - RS3	1
244	0679241		Toolboard, Alum, Adj, .188", No Holes, Added to Slide-Out Tray location - one each side in cabinet between cab and crew cab doors Qty - 2 Finish, Pegboard/Toolboard - Painted - Spatter Gray	2
245	0558503		Drawer Assembly, CTECH, Four Drawers, Up To 48" Wide Location - 783153 Qty, - 01 Size, Drawer Height 1 (Top) - 6.25" Size, Drawer Height 2 - 5.75" Size, Drawer Height 3 - 12.75" Size, Drawer Height 4 - 12.25"	1
246	0050308		Rear of Body, Smooth Aluminum Sheet	1
247	0786109		Warm Water Rinse Outlet, 18 Gallon Tank, Cargo Area, CARE Location - tbd Fill In Blank - tbd	1
248	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
249	0004027		Fender Crowns, Rear, S/S, Two Pair	1
250	0519849		Not Required, Hose, Hard Suction	1
251	0828229		Handrails, Side Pump Panels, Per Print	1
252	0821698		Compt, Air Bottle, Between Tandems, Four (4) Bottles, w/ Straps, Aerial Qty, Air Bottle Comp - 2 Location, driver's/passenger's/center - 1LS & 1RS Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Pair, Southco C2, Chrome, Non-Locking Door Type - drop down with support cable	2
253	0605604		Compt, Extinguisher In Fender Panel, Dbl Wide, FW Door, Between Tandems, Aerial Location, Bracket/comp. - LS and DS Qty, - 02 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Southco C2, Chrome, Non-Locking	2
254	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect Qty, - 1	1
255	0010406		Ladder, 28' Duo-Safety 1200A 2-Section Qty, - 1 Location, Extension Ladder - torque box	1
256	0024232		Ladder, 16' Duo-Safety 875A Roof Qty, - 1	1
257	0848681		Ladder, 14' Duo-Safety 875-DR Roof Qty, - 01 Location - fly section	1
258	0014232		Ladder, 20' Duo-Safety 875A Roof Qty, - 1	1
259	0521218		Not Required, Attic Extension Ladder	1



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EXHIBIT A

Line	Option	Type	Option Description	Qty
260	0004246		Ladder, 10' Duo-Safety Folding, 685A Qty, - 01 Location, Folding Ladder Aerial - ladder storage	1
261	0042207		Ladders Stored in Torque Box, Gortile Roll, Ascendant TA, PAL, PAP Color, Roll-up Door, Gortile - Satin finish Latch, Roll-up Door, Gortile - Non-Locking, Rear	1
262	0057357		Storage, Little Giant Ladder, Torque Box Ladder, Make/Model - Little Giant Revolution Model 17	1
263	0602100		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts	1
264	0853608		Ladder, Little Giant, Revolution XE - Model 17, 12017 Location - TORQUE BOX	2
265	0775907		Pike Pole, 12' DUO Safety, Fiberglass Qty, - 02	2
266	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial Qty, - 02	2
267	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial Qty, - 02	1
268	0014343		Not Required, Pike Pole, 3'	6
269	0770577		Pike Pole Tubes, in Torque Box/Ladder Storage, Aluminum Qty, - 06	1
270	0004383		Steps, Folding, Front Bulkheads (Aerial), Eberhard	2
271	0004390		Step, Folding - Extra, Body Only, Eberhard Qty, Folding Step - 02 Location, Additional Step - passenger side front body bulkhead	1
272	0014456		Pump, Hale, QMAX-200, 2000 GPM, Single Stage	1
273	0014482		Seal, Mechanical, Hale	1
274	0014477		Trans, Pump, Hale, Gear	1
275	0635600		Pumping Mode, Stationary Only	1
276	0604308		Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Hale	1
277	0003148		Transmission Lock-up, EVS	1
278	0004647		Auxiliary Cooling System	1
279	0014486		Not Required, Transfer Valve, Stage Pump	1
280	0004517		Valve, Relief Intake, Elkhart, Set @ 125 PSI	1
281	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
282	0054541		Primer, Hale, ESP, w/SPV Primer	1
283	0770354		Outlet, Shower Head, w/Pressure Protection Valve, CARE Fill in Blank - d	1
284	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
285	0602612		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
286	0795135		Plumbing, Stainless Steel, w/Foam System	1
287	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
288	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
289	0550669		Valve, w/Relief, RS Main Side Pump Inlet, Hale MIV, Elec Cntrl Pressure Setting - 125 psig	1
290	0550658		Valve, w/Relief, LS Main Side Pump Inlet, Hale MIV, Elec Cntrl Pressure Setting - 125 psig	1
291	0084610		Valves, Akron 8000 series- All	1
292	0004660		Inlet, Left Side, 2.50"	1
293	0029147		Not Required, Inlet, Right Side	1
294	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 1	1
295	0004700		Control, Inlet, at Valve	1
296	0092689		No Rear Inlet (Large Dia) Requested	1
297	0092696		Not Required, Cap, Rear Inlet	1
298	0064116		No Rear Inlet Actuation Required	1
299	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
300	0092668		No Rear Auxiliary Inlet Requested	1
301	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
302	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
303	0004905		Outlet, Tank Fill, 1.50"	2
304	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 02	



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EXHIBIT A

Line	Option	Type	Option Description	Qty
305	0092570		Not Required, Outlets, Left Side Additional	1
306	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
307	0092671		Not Required, Outlets, Right Side Additional	1
308	0768323		Outlet, 5" w/4" Valve, Right Side, Akron 9333 Elec Controller	1
309	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST chrome adapter	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
310	0092575		Not Required, Outlet, Rear	1
311	0092574		Not Required, Outlet, Rear, Additional	1
312	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
313	0075788		Caps for 1.50" to 3.00" Discharges/Inlets, VLH, Vinyl Covered Cable	1
314	0583739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
315	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
316	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
317	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
318	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
319	0045099		Not Required, Elbow, Rear Outlets	1
320	0085895		Not Required, Elbow, Rear Outlets, Large, Additional	1
321	0005099		Elbow, Large Dia Outlet, 30 Deg, 5.00" FNST x 5.00" Storz	1
322	0092504		Reducer, 2.50" FNST x 1.50" MNST, No Cap	1
			Qty, Adapter for Outlets - 01	
			Location, Adapter(s) - FRT	
323	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
324	0029106		Not Required, Deluge Outlet	1
325	0029302		No Monitor Requested	1
326	0029304		No Nozzle Req'd	1
327	0029107		No Deluge Mount	1
328	0556906		Waterway Outlet & Control, 4" Elkhart Unibody Electric	1
329	0029210		Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	3
			Capacity, Special Xlay - 150' of 1.75", 200' of 1.75", 200' of 2.0"	
			Qty, Crosslays - 3	
330	0092183		Deadlay(s) No Plumbing, Spl Capacity,	1
			Capacity, Special Xlay - 400' of 3.0" hose	
			Qty, Deadlays - 1	
331	0029260		Not Required, Speedlays	1
332	0591145		Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting	4
			Qty, - 04	
333	0097980		Foam Sys, Husky 12, Single Agent, 1000 GPM, 4" Piping	1
			Discharge - 3-CL AND FRT and 2.5 right side, and aerial	
			Amount of Disc. W/Foam - 6	
334	0012128		Not Required, CAF Compressor	1
335	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
336	0031896		Demonstration, Foam System, Dealer Provided	1
337	0092278		Foam Cell, 50 Gallon, Reduce Water	1
			Type of Foam - Class "A"	
			Foam, Brand Name - silvex	
338	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
339	0091079		Not Required, Foam Tank #2	1
340	0091112		Not Required, Foam Tank #2 Drain	1
341	0620530		Pump House, Side Control, 52", Control Zone, Aerial	1
342	0032479		Pump Panel Configuration, Control Zone	1
343	0562698		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	1
344	0769430		Light, Slide-Out Pump Operator Step, Amdor AY-LB-12HW020, Short Step	1
345	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
346	0005578		Panel, Pump Access - Right Side Only	1
347	0035501		Pump House Structure, Std Height	1
348	0005945		Light, Pump Comp	1
349	0583382		Gauges, Engine, Included With Pressure Controller	1
350	0005601		Throttle Included w/ Pressure Controller	1
351	0549333		Indicators, Engine, Included with Pressure Controller	1



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EXHIBIT A

Line	Option	Type	Option Description	Qty
362	0005690		Gauges, 6.00" Master, Class 1, 30"-0-600psi	1
363	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
364	0807169		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro	1
355	0880180		Water Level Gauge, Wln 6V*02Z'R LED, Flange, Gr-BI-Amb-Rd, Ver Mnt Location - one each side high behind crew cab door Qty, - 02 Activation, Water Level G - l) Ignition switch Color, Lens, LED's - Clear	2
356	0804028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programable Remote Display Location - one each side of cab Qty, - 02 Activation, Water Level G - pg) pump in gear	2
357	0804354		Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	1
358	0863944		Light Shield/Step 8" LED, P25 LED Stp Lt, Parking Brake Activation	1
359	0882487		Light Shield, S/S, DS LED	1
360	0857019		Light Shield/Step 8", PS LED, P25 LED Stp Lt, Act w/Pump In Gear	1
361	0808694		Air Horns, (2) Hadley, 6" Round, In Bumper	1
362	0808832		Location, Air Horns, Bumper, Left Side, Outside Frame, Same Side (Pos #6 & #7)	1
363	0016085		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
364	0808638		Siren, Wln 295SLSA1 (2), w/4 Switches Location - 783153	1
365	0510208		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, Above Eng Tunnel DS	1
366	0078156		Control, Elec Siren, Head Only	1
367	0601317		Speaker, (1) Wln, SA314A, Natural Finish, 100 watt Connection, Speaker - siren head	1
368	0601585		Location, Speaker, Fri Bumper, Recessed, Center (Pos 4)	1
369	0016080		Siren, Federal Q2B	1
370	0006095		Siren, Mechanical, Mounted Above Deckplate Location, Siren, Mech - a) Left	1
371	0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
372	0068787		Switch, Second Siren Brake, Membrane Style Switch Location - on the officer's side	1
373	0805610		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR, 30 Deg Filter, Whl Freedom Ltrs - No Filters	1
374	0056848		Lights, Frnt Zn Upr, Pilform, Wln, 60R03ZRR Super 500 LED, Red 3lts	1
375	0543668		Lights, Basket, Wln, M6", LED, Clear Lens 1st Location - two each side Color, Light - red Qty, - 04	4
376	0871816		Lights, Basket, Wln, M6", LED, Clear Lens, 2nd Location - six on front of basket in a triangular set-up 3 each side of front of basket Color, Light - ae) red Qty, - 06	6
377	0549166		Light, Front Zone, Wln M6"C LED, Clear Lens, 4 Lts Flange Kit - w)with flange Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt DS Frnt Inside - b) DS Front Inside Blue Color, Lt PS Frnt Inside - b) PS Front Inside Blue	1
378	0564433		Light, Front, Wln Dominator Plus DP880000 30.36", 8-Red, Upper Grille Mt	1
379	0540692		Lights, Side Zone Lower, Wln M6"C LED, Clear Lens, 3pr, Ovr 25 Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Blue Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Mid Side - Over Front Wheels Location, Lights Rear Side - Between Tandem	1
380	0599570		Lights, Side, Wln M6"C LED, Clear Lens, 2nd Location, Lights - trim band per drawing and above front wheels, each side Qty, - 04	4



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

# 19- \_\_\_\_\_

EXHIBIT A

Line	Option	Type	Opflon Description	Qty
380			Color, Lights, Warning - gla) red	
381	0540769		Lights, Side, Win M6°C LED, Clear Lens, 1st Location, Lights - high behind crew cab doors each side Qty, - 02	2
382	0679341		Color, Lights, Warning - gla) red Lights, Side, Win M6°C LED, Clear Lens Location, Lights - above rear wheels and in front SCBA compartment as shown on drawing each side Qty, - 02	2
383	0672936		Color, Lights, Warning - gla) red Lights, Side, Win W/ONSMC* LED, Chrome Flange, Mounted in Rub Rail, 2nd Location, Lights - D1, D4, P1, P4 Qty, - 04	4
384	0564655		Color, Lights, Warning - gla) red Control, Light - b) side warning Lights, Rear Zone Lower, Win M6°C LED, Clear Lens, For Tall Lt Housing	1
385	0540804		Color, Lt DS Rear - b) DS Rear Lt Blue Color, Lt PS Rear - b) PS Rear Lt Blue Lights, Rear, Win M6°C LED, Clear Lens	2
388	0088745		Color, Light - ae) red Location, Rear Lights - Above taillights Qty, - 02 Control, Light - a) rear upper warning Light, Rear Zone Upper, Win L31HRFN LED Beacon, Red LED	1
387	0006551		Color, Dome, Rear Warning - j) both domes clear Not Required, Lights, Rear Upper Zone Blocking	1
388	0762435		Light, Traffic Directing, Win TAL85, 46.87" Long LED, Lens Feature Activation, Traffic Dir L - Not Connected Color, Lens, LED's - c)clear	1
389	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/TripLt Box	1
390	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
391	0519934		Not Required, Brand, Hydraulic Tool System	1
392	0849763		Not Required, PTO Driven Hydraulic Tool System	1
393	0849760		Not Required, Hydraulic Reels	1
394	0784643		Aerial, 100' Pierce Platform, 35 MPH Wind Rating, 400lb Tip Load Allowance	1
395	0000042		Boom Support, Rear of the Chassis Cab	1
396	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
397	0799560		Boom Support Compartment, Not Required	1
398	0680820		Boom Panel, One, Sized to Match Opposite Side Box Location, Aerial Device - right side Paint Color, Predefined - #90 Red	1
399	0526885		Indicator, Extension, Inside and Outside Handrails, Every 10' Color - 2) red	1
400	0688232		Rung Covers, Aerial Device Rung Cover Color - Black	1
401	0678641		Brackets Only, Pike Pole, Aerial Fly Section Qty, - 01 Pike Pole Make/Model - Duo-Safety 8' Pike Pole	1
402	0678714		Brackets, Stokes Storage, Base Section, Adjacent to Boom Panel Qty, - 01 Location, Aerial Device - right side	1
403	0786841		Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel Qty, - 01 Location, Aerial Device - left side	1
404	0600934		RooF Ladder, Make/Model, Multi-Select - 14' Duo-Safety 775-A Basket, PAP, Wide, NFPA 2016	1
405	0678780		Aerial Basket Latch - Eberhard 206 Brackets Only, Axe, PAP Basket Qty, - 01 Type of Axe - pickhead axe	1
406	0677364		Landing Pad Extensions, Under Platform Basket	1
407	0601972		Lights, Turntable Walkway, P25, LED	1
408	0601949		Light, Turntable Console, Techniq T-10, LED Strip Light	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

Line	Option	Type	Option Description	Qty
409	0066906		Basket Heat Shields	1
410	0882164		Cover, Treadplate, Around Aerial Rotation Bearing	1
411	0508717		Control Stations, 85/100' PAP, Color Display	1
412	0680909		Stabilizers, Two Sets, PAP, Split Pan Material, Stabilizer Pad - Composite	1
413	0530819		Not Required, Aerial Stabilizer Pins	1
414	0548900		Door, Stabilizer Control Box, Aerial MUX, Smooth Aluminum	1
415	0596621		Hydraulic System, 100' PAP	1
416	0061893		Swivels, w/Encoder, PAL/PAP, 36 Collector Rings	1
417	0784666		Electrical System, D Series, 100' PAP	1
418	0709377		Lights, Wln MPB* Micro LED Spot, Trk & Tip, 4lts (PAP) Location, Sw, Aerial DC Lts - m) 2 locations Color, Wln Lt Housing - White Paint	1
419	0653737		Lighting, Rung, LED, Techniq, 3 Section, Base, Mid, Fly Control, Aerial Rung Lighting - Aerial Master Color, Lt Aerial Fly Sect - Blue Color, Lt Aerial Base Sect - Red Color, Lt Aerial Mid Sect - White	1
420	0540743		Lights, Stabilizer Warn (2) Sets, Wln M6°C LED, Clear Lens Color, Lt Rr Stabilizer Pan - b) Pan Light Blue Color, Lt Fr Stabilizer Pan - b) Pan Light Blue	1
421	0068701		Lights, Grote Supernova LED, Stabilizer Beam, (2) Sets	1
422	0762388		Lights, Stabilizer Scene, (2) sets, Amdor AY-LB-12HW012, LED	1
423	0018930		120 Volt To Tip, 20 Amp L6-20, 2Rec PAP	1
424	0770183	SP	Light, FRC, Spectra, SPA260-K15* LED, 120 Volt, Surface Mnt, Under Bskt, PAP 1st Qty, - 02 Location, Sw, Aerial AC Lts - N) 3 Pos Location, Plat/Tip AC Lts - J) Under DS/PS Down Color, FRC/Rom Lt Housing - FRC, White Bezel	2
425	0682399		Light, FRC, Spectra, SPA540-K20 LED, 120 Volt, Slide Mount, Pull Up @ Platform Qty, 120/240 Volt Light - 2 Location, Sw, Aerial AC Lts - A) 1 Pos Location, Plat/Tip AC Lts - C) Drvr and Pass Handle Holder and Up Ind Sw W - Without Handle Holder Color, FRC/Rom Lt Housing - FRC, White	2
426	0594648		Intercom, 2-Way Fire Research ICA900 Hands Free	1
427	0540927		Breathing Air to Tip, (1) 6000 PSI ASME, 100 PAP Refill Hose - 100' Breathing Air Filling - Hansen Breathing Air Mask Box - mask box platform	1
428	0024742		Not Required, Mask, Breathing Air To Tip	1
429	0126600		Raised Pedestal, 3.00", Rear Mount Aerials, AXT, Velocity, Impel, Enf	1
430	0540605		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, Wide Basket Width - 19.00"	1
431	0530826		Turntable Access, ManSaver Bars, Yellow	1
432	0016950		Waterway, 100' PAP	1
433	0554243		Not Required, Preconnect At Platform, TFT VUM or Akron AVM	1
434	0764417		Monitors, (2), TFT Monsoon, Y4-MP1A-P-01 Manual and Y4-EP1A-P Elec, (Use w/VUM) Nozzle, Monitor 1, PAP - TFT YST-4NN Tips Nozzle, Monitor 2, PAP - TFT M-ERP2000 Electric 2000 gpm	1
435	0086971		Flowmeter, Waterway, MUX, PAP	1
436	0004836		Inlet, 5.00" at Rear w/ Pump, Ascendant Tandem, PAP, PAL	1
437	0886077		Valves, (2) TFT VUM (Valve Under Monitor), Electric, RC, Manual, (PAP)	1
438	0047897		Tools, Aerial	1
439	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
440	0007160		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
441	0047021		Reflective Emergency Triangles, Set of Threo Qty, - 1	1
442	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
443	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

Line	Option	Type	Option Description	Qty
444	0027023		No Strainer Required	1
445	0533246		Extinguisher, 20 lb Dry Chemical	1
			Qty, Extinguishers - 1	
446	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
447	0007482		Not Required, Crowbars	1
448	0007484		Not Required, Claw Tools	1
449	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
450	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
451	0007494		Not Required, Sledgehammers	1
452	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - #90 Red	
			Paint Color, Upper Area, Predefined - #10 White	
453	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
454	0693797		No Paint Required, Aluminum Front Wheels	1
455	0693792		No Paint Required, Aluminum Rear Wheels	1
456	0007230		Compartment, Painted, Spatter Gray	1
457	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - Red 90	
			Paint Color, Turntable - Red 90	
			Paint Color, Boom Support - red 90	
			Paint Color, Cylinders - red 90	
			Paint Color, Aerial Torque Box - gloss black primer	
			Paint Color, Aerial Stabilizers - red 90	
			Paint Color, Aerial Basket - white 10	
			Paint Color, Aerial Rotation Motor - Red 90	
			Paint Color, Aerial Control Console - red 90	
458	0857217		Reflective Band, 6"- 2"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
459	0510041		Reflective across Cab Face, Imp/Vel	1
460	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
461	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
462	0017359		Stripe, Black Outline, Vinyl on Reflective Band	2
			Qty, - 02	
463	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
			Color, Chevron DG - B - Red	
464	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
466	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
466	0594559		Lettering Specifications, (Sign Gold Process)	1
467	0685910		Lettering, Sign Gold, 4.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
468	0685793		Lettering, Sign Gold, 7.00", Each	10
			Qty, Lettering - 10	
			Outline, Lettering - Outline and Shade	
469	0685806		Lettering, Sign Gold, 5.00", Each	3
			Qty, Lettering - 03	
			Outline, Lettering - Outline and Shade	
470	0685735		Lettering, Sign Gold, 12.00", Each	24
			Qty, Lettering - 24	
			Outline, Lettering - Outline and Shade	
471	0685741		Lettering, Sign Gold, 11.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
472	0686076		Lettering, Reflective, 3.00", (101-120)	1
			Outline, Lettering - Outline and Shade	



# AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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## EXHIBIT A

Line	Option	Type	Option Description	Qty
473	0688037		Lettering, Reflective, 2.00", (81-100)	1
			Outline, Lettering - Outline and Shade	
474	0688043		Lettering, Reflective, 1.00", (81-100)	1
			Outline, Lettering - Outline and Shade	
475	0688075		Lettering, Reflective, 4.00", (121-140)	1
			Outline, Lettering - Outline and Shade	
476	0886074		Lettering, Reflective, 3.00", (141-160)	1
			Outline, Lettering - Outline and Shade	
477	0695610		Emblem, Reflective, Per Dept. Submittal, Each	2
			Qty. - 02	
			Location, Emblem - cab doors	
			Size, Dept Seal, Reflect - 14" - 16"	
478	0583547		Undercoating, Cab & Body, Stock/Demo Style, Aerial, Ziebart	1
479	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
480	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
481	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
482	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
483	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
484	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
485	0884953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
486	0595787		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
487	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
488	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
489	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
490	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
491	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0065	1
492	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
493	0895416		Warranty, Pierce Camera System, WA0188	1
494	0708760		Warranty, Not Applicable, LED Strip Lights	1
496	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
496	0885946		Warranty, Transmission Cooler, WA0216	1
497	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
498	0596026		Warranty, Structure, 10 Year, Body, WA0009	1
499	0693127		Warranty, Gorilla, Roll-up Door, 6 Year, WA0190	1
500	0639211		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
501	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
502	0857846		Warranty, Foam System, Husky 12, WA0231	1
503	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
504	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
505	0885727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
506	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
507	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
508	0563465		Warranty, Electronics, 5 Year, MUX, WA0014	1
509	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0067	1
510	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
511	0596334		Warranty, Extended, 10 Year, Custom Chassis, Class H, WA0077	1
512	0595439		Warranty, Extended, 10 Year, Aerial Body and Device, Platform, WA0122	1
513	0883627		Certification, Vehicle Stability, CD0166	1
514	0794805		Certification, Engine Installation, Velocity, Cummins X15, 2017, CD0163	1
515	0696786		Certification, Power Steering, CD0098	1
516	0867417		Certification, Cab Integrity, Velocity FR, CD0009	1
517	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
518	0548987		Certification, Windshield Wiper Durability, Impel/Vel/Impel, CD0005	1
519	0697411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
520	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
521	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
522	0874479		Certification, Not Available, Cab Air Conditioning Performance	1
523	0545073		Amp Draw Report, NFPA Current Edition	1
524	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
525	0799248		Appleton/Florida BTO	1
526	0000033		PAP BODY	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT A

Line	Option	Type	Option Description	Qty
527	0000012		PIERCE CHASSIS	1
528	0004713		ENGINE, OTHER	1
529	0046396		EVS 4000 Series TRANSMISSION	1
530	0020012		HALE PUMP	1
531	0020009		POLY TANK	1
532	0028048		FOAM SYSTEM	1
533	0020006		SIDE CONTROL	1
534	0020007		AKRON VALVES	1
535	0020015		ABS SYSTEM	1
536	0658751		Manufacturing Attribute	1



AGREEMENT FOR FIRE PREVENTION EQUIPMENT

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EXHIBIT B

I, Kathryn Williams, Legal Compliance,  
being an adult over the age of eighteen (18) years and the undersigned authorized representative  
of Siddons Martin Emergency Group LLC (hereafter  
referred to as "Company"), do hereby verify that the above-named Company, under the provisions  
of Subtitle F, Title 10, Texas Government Code, Chapter 2270:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of this Agreement with the City of Missouri City.

Pursuant to Section 2270.001, Texas Government Code, the following term has the following meaning:

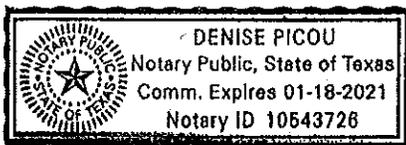
- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Handwritten Signature]  
Signature

1/4/19  
Date

STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me this 4 day of January, 2019,  
by Kathryn Williams.



Denise Picou  
Notary Public, State of Texas



**Council Agenda Item  
January 7, 2019**

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

January 7, 2019

**To:** Mayor and City Council

**Agenda Item:** 11(a) Consider authorizing a resolution denying request from Fort Bend County MUD 24 to annex 519.354 acres of land into the City's Groundwater Reduction Plan (GRP) area, based on recommendation from the GRP Oversight Committee.

**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works/City Engineer  
Dan McGraw, Utilities Manager

### SYNOPSIS

Fort Bend County Municipal Utility District (MUD) No. 24 participates in the City of Missouri City's Groundwater Reduction Plan (GRP), but is located entirely within the City of Houston's extraterritorial jurisdiction (ETJ). On October 11, 2018, the City received an e-mail request from the Fort Bend County MUD No. 24 Engineer stating that the District is applying to the City of Houston for consent to annex additional land, and that the District is required to submit to City of Houston a letter from the groundwater reduction plan sponsor, "acknowledging that the water demand of this project/district is being included in their regional plan."

At its December 5, meeting, the GRP Oversight Committee discussed the request and concluded that accepting additional development into the GRP in excess of the District's projected development included in the original 2008 GRP agreement would negatively impact the GRP's achievement of the Fort Bend Subsidence District's 2025 groundwater reduction mandate, and potentially result in future water supply shortages which could restrict new developmental projects within Missouri City limits and ETJ.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

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

### BACKGROUND

From its creation until today, MUD No. 24 has received water supply from plants belonging to Fort Bend MUD No. 23. For this reason, the City of Missouri City's 2008 GRP agreement was executed only with MUD No. 23, and not with MUD No. 24. The water pumped and used by both the MUD's No. 23 and No. 24 is included in the Missouri City GRP, and both MUDs provide monthly groundwater pumpage reports and pumpage fee payments to the City of Missouri City GRP. Both MUDs are also required to convert to surface water, if in the future the City requests that they do so, but the City would be required to build the surface water transmission system to serve the converting MUD's.

In order to serve the proposed new development in the MUD No. 24 annexation area, MUD No. 24 plans to build its own water plant and wastewater treatment plant.

Within MUDs No. 23 and No. 24, the existing 2008 GRP agreement allows a total of up to 6,000 equivalent single family connections (ESFC) at ultimate build-out, and 622 million gallons per year of water usage. The annexation area is projected to add an additional 1,231 ESFCs, beyond what is identified within the GRP. This annexation would also require an additional 29 million gallons per year to meet the MUD No. 24

projected water demand and thus would negatively impact the City's GRP conversion to surface water. The City's GRP consulting engineering firm Enprotec/Hibbs & Todd, Inc., assisted staff in the analysis of the annexation request and its potential impact on the City's adopted GRP.

### BUDGET/FISCAL ANALYSIS

Adding the District's proposed annexation area to the City's GRP area can negatively impact the City of Missouri City by restricting future development within City limits and its ETJ. In addition, this proposed annexation could add the cost of constructing transmission pipeline infrastructure to the GRP participants, if the MUD is required in the future to convert to City's surface water supply.

**Purchasing Review:** N/A

**Financial/Budget Review:** N/A

### SUPPORTING MATERIALS

1. Resolution
2. Vicinity Map
3. Fort Bend MUD No. 24 Conceptual Plan
4. December 20, 2018 letter from City Utilities Manager to Fort Bend MUD No. 24 Engineer.

### STAFF'S RECOMMENDATION

Staff recommends City Council to concur with the GRP Oversight Committee's recommendation of denying Fort Bend MUD No. 24's request to add the proposed MUD No. 24 annexation area to the City's Groundwater Reduction Plan (GRP) area and to authorize a resolution denying this request from Fort Bend County MUD No. 24.

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

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson, Assistant City Manager

**RESOLUTION NO. R-19-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, ADOPTING THE GROUNDWATER REDUCTION PLAN OVERSIGHT COMMITTEE'S RECOMMENDATION TO DENY FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 24'S REQUEST TO ADD ADDITIONAL LAND TO THE GROUNDWATER REDUCTION PLAN AREA AND MAKING CERTAIN FINDINGS RELATING THERETO.**

\* \* \* \* \*

WHEREAS, pursuant to Goals 2 and 5 of the City of Missouri City, Texas Strategic Plan, adopted by Resolution No. R-14-34 on October 6, 2014, the City of Missouri City (the "City") strives to maintain a financially sound city government by providing municipal services that are responsive to the Missouri City community and to provide quality development through buildout; and

WHEREAS, pursuant to the Joint Missouri City Groundwater Reduction Plan Participant Agreement, the City participates in and serves as the administrator of the Joint Groundwater Reduction Plan ("GRP") to guide in the development of investment strategies and the provision of water services in the City and in the extraterritorial jurisdiction of the City, and areas adjacent to the extraterritorial jurisdiction of the City in furtherance of the City's strategic goals; and

WHEREAS, pursuant to the GRP, an oversight committee provides recommendations to the City on a variety of issues that affect the GRP, including, but not limited to, oversight of the administration of the GRP and the operation of the surface water treatment plant facilities ("GRP Oversight Committee"); and

WHEREAS, the GRP Oversight Committee has received and considered a request by a GRP participant, Fort Bend County Municipal Utility District No. 24 ("MUD 24") for the GRP's and the City's support to annex an additional 519.35 acres into the GRP; and

WHEREAS, the GRP provides that MUD 24, in conjunction with Fort Bend County Municipal Utility District No. 23, is projected to have 6,000 connection counts at build out; and

WHEREAS, the proposed expansion would increase MUD 24's allocation requirement by an estimated 29 million gallons; and

WHEREAS, the GRP Oversight Committee has found that MUD 24's proposed expansion would negatively impact the GRP and the City's ability to fulfill its conversion requirements; and

WHEREAS, the City Council has considered the GRP Oversight Committee's findings and recommendation and has determined that it is in the best interest of the

residents of the City to adopt such recommendation and deny MUD 24's request to add additional land to the GRP; now therefore,

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

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

Section 2. The City of Missouri City hereby adopts the GRP Oversight Committee's recommendation to deny Fort Bend County Municipal Utility District Number 24's request for GRP and City support of its request to annex additional land into the GRP.

Section 3. The officers and employees of the City are hereby authorized and directed to take such actions as are consistent with the provisions of this Resolution.

Section 4. Repeal. All other resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

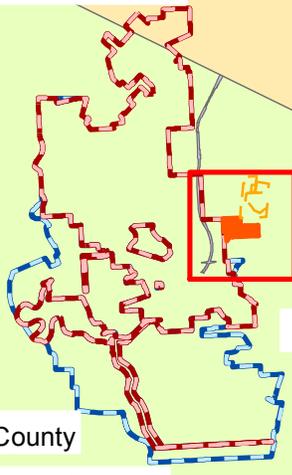
APPROVED AS TO FORM:

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

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

# Vicinity Map

Harris County



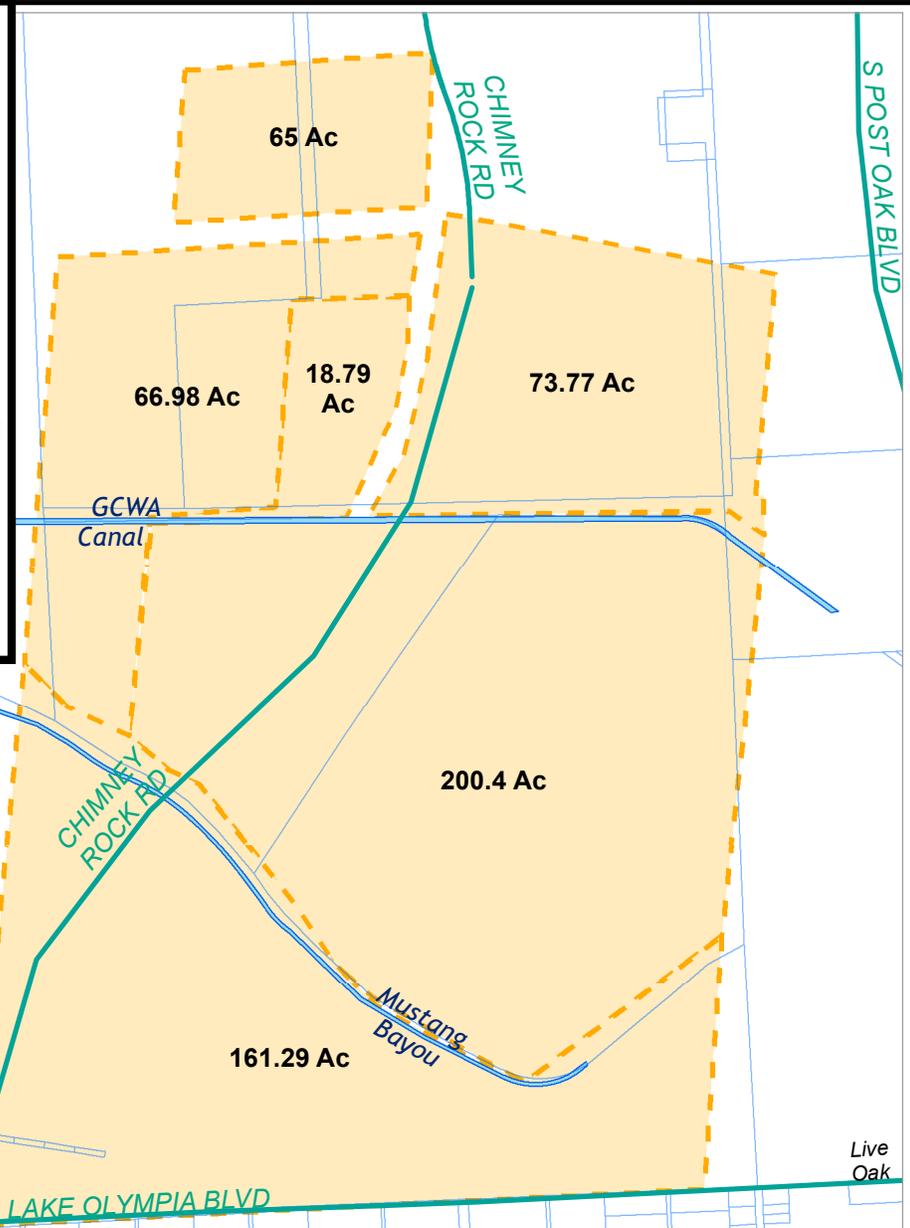
Area of Detail

Fort Bend County



**Legend**

- Parcel Boundary
- FBC MUD #24
- Annex
- Proposed Major Thoroughfare
- City Limits
- ETJ Line

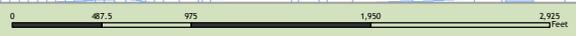


## Fort Bend County MUD #24



Map By:  
GIS Division  
December 2018

# FB MUD 24 Annex



Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. No guarantee is given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the information on this map.





**Public Works**

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
[www.missouricitytx.gov](http://www.missouricitytx.gov)

December 20, 2018

Ms. Shanya Helvey, P.E.  
Project Manager  
LJA Engineering & Surveying, Inc.  
25211 Grogan's Mill Road  
Spring, TX 77380

**Re: Fort Bend County MUD 24 – proposed annexation of additional land into the District**

Dear Ms. Helvey,

The City is in receipt of your e-mail request dated October 11, 2018 to provide a letter of acknowledgement and support for the annexation of additional land into the District. Subsequently, City staff requested additional information pertaining to the proposed annexation, which included acreage, proposed density, etc., to better evaluate the impact of the proposed development on the adopted Groundwater Reduction Plan (GRP).

Based on the information your office furnished, the proposed annexation would add 519.54 acres of land and serve 1,875 Equivalent Single Family Connections (ESFC) at ultimate build-out. This information and staff analysis of the estimated impact from the proposed annexation to the GRP was presented to the GRP committee at the December 5, 2018 meeting. The GRP Oversight Committee reviewed your request and does not support the proposed annexation, as it would negatively impact the GRP. The recommendation from the GRP committee is expected to be placed before City Council for authorization at the January 7, 2019 Council meeting.

Although, the land that MUD 24 proposes to annex is located within the limits of Fort Bend Subsidence District Regulatory (FBSD) Area "A", there is an exceedance of the Equivalent Single Family Connections (ESFC's) and the total water volume needed to support the ultimate growth within the District's boundaries with this proposed annexation. Within the approved GRP, the ESFC's allocated for MUD 23 and MUD 24 is a total of 6,000 at ultimate buildout, and a total water demand of 622 million gallon (MG). Based on our estimates, with this proposed annexation, the total combined ESFC's for the District will exceed the previously designated amount by 1,231 ESFC (above the allocated 6,000 ESFC). In addition, this annexation would result in a total water demand of 651 MG for the District, which will be an increase in 29 MG above what is allocated in the GRP.

This projected increase in ESFC's and the demand on the water system from the proposed annexation would also negatively impact the mandated surface water conversion requirement. This was the basis for the GRP committee to provide a negative recommendation to the City

Council. Upon authorization and adoption of a resolution by City Council on this issue, the City will forward a copy for your reference.

Sincerely,

A handwritten signature in black ink that reads "Daniel McGraw". The signature is written in a cursive style with a large, sweeping initial "D".

Daniel McGraw  
Utility Manager

Cc: GRP Committee Members

E. Joyce Iyamu – City Attorney

Shashi K. Kumar, P.E. – Director of Public Works/City Engineer



**Council Agenda Item  
January 7, 2019**

**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 Title 5, Chapter 551 of the Texas Government Code.*

**14. RECONVENE**

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

**15. ADJOURN**

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