

INTERLOCAL AGREEMENT FOR  
REGIONAL ROAD IMPROVEMENTS

This Interlocal Agreement for Regional Road Improvements (the "Agreement"), effective as of the 31<sup>st</sup> day of December, 2013, is entered into by Fort Bend County (the "County"), the City of Missouri City (the "City"), Reinvestment Zone Number Two, City of Missouri City (the "Zone"); Missouri City Development Authority (the "Authority"); Fort Bend County Municipal Utility District No. 47 ("FB47") and Fort Bend County Municipal Utility District No. 48 ("FB48") ("FB47" and "FB48" collectively, the "Districts") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the City; and

WHEREAS, the City created the Zone pursuant to Chapter 311, Texas Tax Code; and

WHEREAS, the Board of Directors of the Authority, the Board of Directors of the Zone and the City Council of the City each approved and adopted a Project Plan and a Financing Plan for the Zone; and

WHEREAS, Vicksburg Boulevard is located in Fort Bend County and the City and serves the residents of the County, the City, and the Districts; and

WHEREAS, as development in the region has progressed, the Parties have determined the expansion and improvement of a portion of Vicksburg Boulevard is necessary to serve the developed areas of the County, the City, and the Districts and to provide for regional mobility; and

WHEREAS, the Parties have determined that it would be economically advantageous for each Party to contribute to the expansion and improvement of Vicksburg Boulevard pursuant to a series of construction contracts administered by the City; and

WHEREAS, the Parties are political subdivisions of the State of Texas and are authorized to provide certain governmental functions, including, but not limited to the provision of road and/or drainage improvements; and

WHEREAS, the Parties wish to enter into an interlocal agreement pursuant to Chapter 791, Texas Government Code, to provide for the shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage; and

WHEREAS, the County, the Authority and the Districts have current revenues available to pay for the costs of such expansion and improvement of Vicksburg Boulevard and associated drainage, as proposed under this Agreement.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

Section 1. Scope of Project. The Parties agree that the scope of the contemplated improvements to Vicksburg Boulevard includes construction of the following: (1) a four-lane, boulevard-type road, beginning at the intersection of Vicksburg Boulevard and Aldridge Drive, and continuing north for a distance of approximately 2,800-feet to Lake Olympia Parkway; (2) a storm sewer collection system within the proposed Vicksburg Boulevard extension from Aldridge Drive to Lake Olympia Parkway; (3) a ten foot bicycle lane immediately adjacent and attached to Vicksburg Boulevard from Aldridge Drive to Lake Olympia Parkway; (4) an outfall drainage channel (the "Outfall Channel") from Vicksburg Boulevard to the Kitty Hollow Ditch (unless the County elects to construct such channel itself prior to the advertisement of the competitive bid for the construction of the Improvements); (5) an intersection at Vicksburg Boulevard and Lake Olympia Parkway, including two 600-foot transitions on Lake Olympia Parkway; and (6) the construction of a traffic signal at the intersection of Lake Olympia Parkway and Vicksburg Boulevard (the "Improvements").

Section 2. Allocation and Reimbursement of Improvement Costs. The total estimated costs for the design (except for design commissioned pursuant to the Interlocal Project Agreement between Fort Bend County and the City of Missouri City, Texas for the Design Costs of Extending Vicksburg Boulevard including Change Order Numbers 1 through 3), construction, engineering, testing, land, or other related costs (the "Improvement Costs") are \$3,125,963 as detailed in Exhibit A. Among the Parties, the Improvement Costs shall be allocated as detailed in Exhibit A and as follows:

- 1) The Districts will pay all actual costs, including contingency, associated with the sidewalks, ramps, storm sewer facilities and the Outfall Channel included in the Improvements, estimated at \$768,986.90. Regardless of whether the County elects to construct the Outfall Channel, each District agrees to pay no less than the estimated amount of \$384,493.45. Prior to advertising for bids, the Districts may oversize or cause to be oversized the Outfall Channel at their own election and at their own costs.
- 2) Subject to reimbursement as described in Section 2(4) below, the County will pay \$1,530,000.00. This amount does not include any costs the County incurs

for the construction of the Outfall Channel as such costs will be fully paid by the Districts.

- 3) The Authority will pay an initial \$642,000 and the rest of the actual costs of the Improvements estimated at \$184,976 and also will provide reimbursements as specified herein.
- 4) The County understands and acknowledges that it shall be responsible for funding \$1,000,000 of the Project from County funds without reimbursement. Subject to the limitations set forth herein, the Authority shall reimburse the County \$530,000.00. Such reimbursement shall be funded from certain current and future unallocated increment of the Zone. The reimbursements shall not include any amounts from bonds, notes or other debt proceeds. The Districts understand and agree that any costs the Districts incur, except as provided in Section 6, are not subject to reimbursement. On January 1 of each year beginning with January 1, 2016, the Authority shall begin to reimburse the County from any and all unallocated increment in the Zone; provided however, such reimbursement shall no longer be payable when the Authority has reimbursed the County \$530,000.00. The Parties understand and agree that the reimbursements provided herein are subject to actual tax increment revenues being collected in the Zone not otherwise allocated to other projects heretofore and hereafter and to the following projects: Creekmont, Fort Bend Town Center, Lakeshore Harbour, Vicksburg Point/Oyster Creek Crossing, Wal-Mart, and City of Missouri City Planned Development PD 88. The Parties further agree that the Authority shall not issue debt to fund the reimbursements. Interest and financing costs for the reimbursement from the Authority to the County shall be applied as of the date the County deposits the \$1,530,000.00 as provided in Section 3(b) herein. The interest and financing costs for the reimbursement of \$530,000.00 shall not exceed two percent (2%) per annum. The County agrees to create a special account to deposit the interest funds derived under this Agreement and to allocate such funds to future County's mobility projects located within the City of Missouri City's city limits.

### Section 3. Competitive Bid and Award of the Project.

a. Within 90 days of the latter of (1) the conveyance to and acquisition by the City of all road right-of-way described in Section 6 hereof, (2) the acquisition by the City of any road right-of-way pursuant to eminent domain, or (3) the submission to City of all appropriate plans, the City shall advertise for competitive bids for the construction of the Improvements (together or in separate contracts) in accordance with state law and City policy for City purchases for the Project with an alternate of excluding the Outfall Channel. Upon receipt of bids for the Improvements, the City will notify the Parties (the "Notice of Intent to Award") of the amount of the recommended bid (with a

10% contingency) and each Party's apportionment of the Improvement Costs, as determined in accordance with Section 2 of this Agreement. If any Party desires to object to the award of the contract, it must provide written notice to each other Party within fifteen (15) days of the date the Notice of Intent to Award is sent by the City. If any Party so objects, the Agreement terminates in accordance with Section 13 of this Agreement. Otherwise, the Party will be deemed to have approved the award of the contract to the lowest responsible bidder, in the City's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Improvements.

b. If there are no objections to the award of the contract, the County will deposit \$1,530,000.00, the Authority shall deposit \$642,000.00, and FB 47 and FB 48 will each deposit an estimated \$384,493.45, with the City within forty-five (45) days of the date the Notice of Intent to Award is sent to each Party. On April 15, 2015, the Authority will deposit the rest of the actual costs of the Improvements estimated at \$184,976.00.

c. Upon receipt of all funds from the Parties, with the exception of the April 15, 2015 payment from the Authority, the City will present for City Council's consideration the award of a construction contract with the qualified bidder (the "Construction Contract"), which, if awarded, may be subject to change orders that increase, decrease, or otherwise alter the Improvement Costs under such Construction Contract. If the City constructs the Improvements in multiple contracts, the provisions of this Agreement shall apply to each such construction contract.

d. In the event the City Council ultimately does not award the Construction Contract, the City will return any payments made hereunder.

#### Section 4. Construction Contract.

a. After award of the Construction Contract, the City shall administer the Construction Contract for the benefit of the Parties. The City, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Improvements in accordance with the Construction Contract.

b. Change orders resulting in an increase to the improvement cost price submitted under the Construction Contract and recommended by the City shall be subject to administrative review and approval by the County engineer and the Districts' engineers, or their respective authorized agents, which review and approvals will not be unreasonably withheld, conditioned or delayed. If the County engineer or a District engineer desires to object to a proposed change order, such Party must provide written notice to each other Party within fifteen (15) days of the date the proposed change order is sent to the Party. Otherwise, the Party will be deemed to have approved the change order.

c. The County, the Authority and the Districts, through their authorized representatives, may observe all construction for conformity with the construction specifications and applicable City standards and shall immediately request changes or corrections to work performed under the Construction Contract if the County, the Authority or the Districts find such changes or corrections to be necessary upon such inspection. Any change orders for work requested by the County, the Authority or the Districts shall be subject to review and approval by the City, which shall not be unreasonably withheld, conditioned or delayed if the work being performed is clearly shown to be out of compliance with such specifications or standards.

d. The Parties agree that the City does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Improvements, nor for compliance of the same with the County or the Districts' standards and other governmental codes and regulations applicable thereto, nor shall the City be deemed to be responsible for any such compliance.

e. Within 45 days of the execution of any change order and only after the applicable ten percent contingency is spent, the Authority or the Districts, as applicable, will deposit with the City an amount equal to the amount of the change order. Each District's payments pursuant to this subsection shall be half of the amount of the change order, as applicable.

f. The City shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the City to be necessary. In the event of any such termination, the City shall have the right to complete and/or cause the completion of the Improvements itself and/or through such other contractor(s) as the City determines to be appropriate and as are approved by the County, the Authority and the Districts; provided that all work done in connection with such completion shall be in compliance with the City standards for road work. The costs of any necessary and approved completion work shall be considered an Improvement Cost and shall be paid for by the County, the Authority or the Districts as provided herein.

Section 5. Vicksburg Boulevard Extension Development Agreement. The Zone is depicted in Exhibit B. City staff will submit to the Authority and the County for consideration a development agreement, setting out with specificity the responsibilities of the various entities, the mechanism for project financing and funding and other relevant terms and conditions specifically related to the Vicksburg Boulevard extension. The Parties understand and agree that adoption of such agreement is subject to the approval of the Zone, the Authority, the City, and the County.

Section 6. Acquisition of Property or Right-of-Way. The Districts will acquire from any developer of land within the Districts and will use best efforts to acquire all remaining land at no cost to the City any necessary property for the Improvements and

will dedicate at no cost to the City the necessary road right-of-way to the City by general warranty deed prior to the advertisement of competitive bids as described in Section 3; provided however, should any property need to be condemned, the City shall be responsible for such condemnation. These acquisition and dedication obligations of the Districts and these condemnation obligations of the City are limited to real property located within the City's territorial limits. The Districts and the City are responsible for complying with all local, state and federal laws or rules governing the acquisition of such land. Any fees, including, but not limited to, compensation to property owner(s), legal, surveying, and appraisal fees, incurred by the Districts or the City for the acquisition of necessary road right-of-way are included in the Improvements costs, and the Districts and the City shall be reimbursed by the Authority for all such costs. The Districts shall be required to acquire ownership or right-of-way necessary for the storm sewer below the inlet and for the Outfall Channel. Should County own or acquire any property necessary for the Improvements other than the storm sewer below the inlet and other than the Outfall Channel, County agrees to dedicate by general warranty deed to the City, at no cost to the City, such property prior to the advertisement of competitive bids as described in Section 3. Except as explicitly provided herein, no Party shall be entitled to impute right of way costs for land. In the event the necessary property for the Improvements have not been dedicated to or acquired by the City by September 1, 2014, the City may terminate this Agreement in accordance with Section 13 of this Agreement.

Section 7. Ownership and Maintenance of Improvements. Upon completion of the Improvements, the City will own, operate and maintain the Improvements, except for the storm sewer below the inlet and the Outfall Channel, both of which will be owned, operated and maintained by the Districts.

Section 8. Outfall Channel.

a. In the event the County elects to construct the Outfall Channel, the alternate bid shall be utilized and the award of the Construction Contract shall be contingent upon the completion of the County's construction of such Outfall Channel.

b. Upon completion of construction of the Outfall Channel, the Parties agree that it will be owned, operated and maintained by the Districts.

Section 9. Traffic Analysis. One year after completion of the Improvements, the City will conduct an intersection traffic control warrant analysis and, subject to available funding and City Council approval, construct, at its own cost, any warranted improvements at the following intersections along Vicksburg Boulevard: Truesdale Drive, Cumberland Drive and Aldridge Drive.

Section 10. Abandonment of Senior Road. The Parties agree that, upon completion of the Improvements, City Staff will present for City Council's consideration

the abandonment of a certain part of Senior Road and associated right-of-way that lies within the Districts' boundaries, provided that the City receives a petition for such abandonment from all applicable property owners. The property owners shall be responsible for providing easements for those remaining utilities or for the cost of relocation of utilities from such right-of-way, if any. However, if the property owners fail to pay such utility relocation costs, the City shall be responsible for such costs. Any such costs incurred by the City shall be subject to reimbursement by the Authority as an Improvement Cost pursuant to this Agreement

Section 11. Final Accounting. Within 90 days of the completion of the Improvements, the City shall submit to the Parties a final accounting of each Party's allocated costs under Section 2 above. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are more than amounts previously remitted to the City, the Authority and the Districts shall pay any outstanding amounts due within forty-five (45) days of the receipt of the final accounting. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are less than amounts previously remitted to the City, the City shall remit any overage to the Authority and/or the Districts within forty-five (45) days of the submission of the final accounting. Any additional amounts paid by the Authority or the Districts as a result of this final accounting shall be subject to reimbursement in accordance with Section 2 of this Agreement. Any overages remitted to the Authority or the Districts as part of the final accounting shall cause the reimbursement provided for in Section 2 to be reduced in an amount corresponding to the overage.

Section 12. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the FB47:      Fort Bend County Municipal Utility District No. 47  
                             c/o Johnson Radcliffe Petrov & Bobbitt PLLC  
                             1001 McKinney, Suite 1000  
                             Houston, TX 77002-6424  
                             Attn: Jonathan D. Polley  
                             [jpolley@jrpblaw.com](mailto:jpolley@jrpblaw.com)  
                             Tel: (713) 237-1221  
                             Fax: (713) 237-1313

If to the FB48: Fort Bend County Municipal Utility District No. 48  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Richard L. Muller, Jr.  
[rmuller@abhr.com](mailto:rmuller@abhr.com)  
Tel: (713) 860-6415  
Fax: (713) 860-6615

With a copy to  
Jones & Carter, Inc.  
6335 Gulfport, Suite 200  
Suite 450, North Building  
Houston, Texas 77081  
Attn: Terry Reeves  
[treeves@jonescarter.com](mailto:treeves@jonescarter.com)  
Tel: (713) 777-5337  
Fax: (713) 777-5976

If to the City: City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)

If to Zone: City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)

If to Authority City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)



If to the County: Fort Bend County, Precinct 2  
303 Texas Parkway, Suite 213  
Missouri City, Texas 77489  
Sugar Land, Texas 77478  
Attn: The Honorable Grady Prestage  
[Grady.Prestage@co.fort-bend.tx.us](mailto:Grady.Prestage@co.fort-bend.tx.us)  
Tel: (281) 403-8000  
Fax: (281) 403-8009

With a copy to:  
Fort Bend County Judge  
301 Jackson Street, Suite 719  
Richmond, Texas 77469  
Attn: The Honorable Robert Hebert  
[hebertb@co.fort-bend.tx.us](mailto:hebertb@co.fort-bend.tx.us)  
Tel: (281) 341-8608  
Fax: (281) 341-8609

Section 13. Termination of Agreement. This Agreement is subject to termination by any Party if (1) any Party objects to the award of the Construction Contract pursuant to Section 3, (2) all appropriate plans are not submitted to the City as set forth in Section 3 within three months of execution of this Agreement, (3) the property or right-of-way is not dedicated and acquired as set forth in Section 6 within ten months of execution of this Agreement or (4) construction of the Improvements do not begin within eighteen (18) months from the effective date hereof. Otherwise, this Agreement is to remain in full force and effect unless terminated by mutual agreement of the Parties.

Section 14. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Improvements. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any Party unless reduced to writing and signed by the Parties.

Section 15. Merger. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

Section 16. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Districts, the City, and the County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the Districts, the City, or the County.

Section 17. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 18. Successors and Assigns. This Agreement shall apply to and be binding upon the Parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any Party hereto without the express written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 19. Authorization. Each Party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such Party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 10. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

Section 21. Effective Date. This Agreement will be effective as of the date of the execution by the last Party to execute this Agreement.

## EXHIBITS

**Exhibit A** Improvement Costs and Allocation

**Exhibit B** Reinvestment Zone Number Two, City of Missouri City Depiction

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

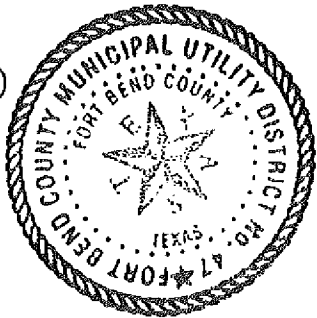
FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 47

By: Jerome Cogan  
President, Board of Directors  
Date: 12-18-13

ATTEST:

Warren P. Mass  
Secretary, Board of Directors

(SEAL)



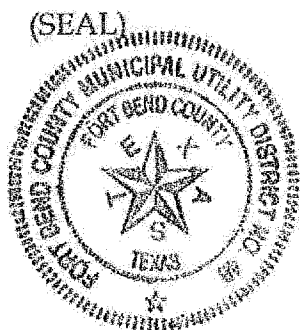
FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 48

By: Victor J. Ben  
President, Board of Directors

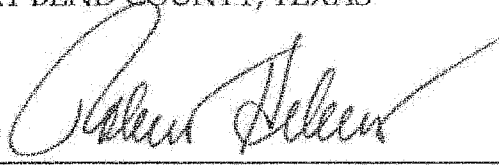
Date: 12/12/2013

ATTEST:

  
Secretary, Board of Directors



FORT BEND COUNTY, TEXAS

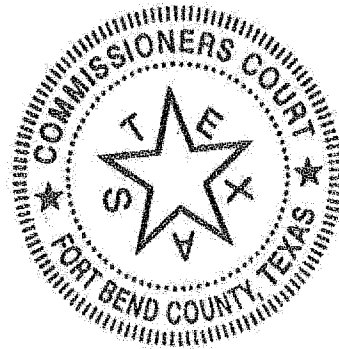
By:   
Robert E. Hebert, County Judge

Date: 12-3-2013

ATTEST:

  
Dianne Wilson, County Clerk

(SEAL)



CITY OF MISSOURI CITY, TEXAS

By: Allen Owen  
Allen Owen, Mayor

Date: 12.2.2013

ATTEST:

Maria Gonzalez  
Maria Gonzalez, City Secretary

(SEAL)

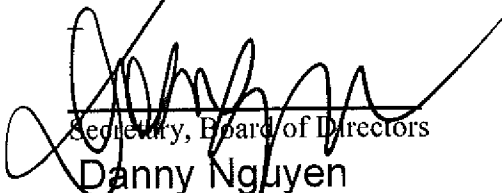


MISSOURI CITY DEVELOPMENT  
AUTHORITY

By:   
Chairman, Board of Directors

Date: 12.16.2013

ATTEST:

  
Secretary, Board of Directors  
Danny Nguyen



REINVESTMENT ZONE NUMBER TWO,  
CITY OF MISSOURI CITY, TEXAS

By: W. Frank Hest  
Chairman, Board of Directors

ATTEST:

David Hest  
Secretary, Board of Directors

**Preliminary Engineers Estimate and Cost Allocation  
For  
Vicksburg Boulevard**

Date: 11/21/2013

Approximate Length of Roadway = 2900' = 0.55 mi.  
Plus two (2) 900-foot Transitions on Lake Olympia Pkwy

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
<b>Fort Bend County</b>					
<b>ROADWAY - Vicksburg &amp; Lake Olympia</b>					
1	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	\$ 5,000
2	SWPPP INSPECTION & MAINTENANCE	MO	12	\$ 6,000.00	\$ 72,000
3	PREP ROW, INCLUDING RELOCATE 3 FHs	STA	50.0	\$ 1,000.00	\$ 50,000
4	PAVING SUBGRADE CUT, FILL, COMPACTION, DISPOSAL	CY	10,964	\$ 11.00	\$ 120,604
5	REMOVE & DISPOSE OF EXISTING PAVING	SY	920	\$ 10.00	\$ 9,200
6	REMOVE & DISPOSE OF EXISTING STORM SEWER	LF	1,250	\$ 10.00	\$ 12,500
7	REMOVE OLD STRUCTURES (INLETS & MANHOLES)	EA	6	\$ 500.00	\$ 3,000
8	LIME FOR SUBGRADE STABILIZED 38 LBS./SY	TON	549	\$ 160.00	\$ 87,840
9	MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	28,870	\$ 2.50	\$ 72,175
10	8-INCH REINFORCED CONCRETE PAVING	SY	25,644	\$ 35.00	\$ 897,540
11	6-INCH REINFORCED CONCRETE CURB	LF	14,790	\$ 2.50	\$ 36,975
14	HMAC BASE COURSE (9")	TON	579	\$ 100.00	\$ 57,900
15	HMHL SURFACE COURSE (3")	TON	177	\$ 130.00	\$ 23,010
16	PRIME COAT (0.25 GAL/SY)	GAL	286	\$ 6.00	\$ 1,716
17	TACK COAT (0.06 GAL/SY)	GAL	63	\$ 6.00	\$ 378
18	BLOCK SODDING	AC	0.45	\$ 15,000.00	\$ 6,750
19	HYDRO-MULCH SEEDING	AC	4	\$ 1,500.00	\$ 5,490
20	LOW PROFILE CONCRETE BARRIER (FURNISH AND INSTALL)	LF	400	\$ 20.00	\$ 8,000
21	LOW PROFILE CONCRETE BARRIER (RELOCATE)	LF	400	\$ 15.00	\$ 6,000
22	LOW PROFILE CONCRETE BARRIER (REMOVE)	LF	400	\$ 7.00	\$ 2,800
23	BARRICADE (TYPE III)	EA	6	\$ 800.00	\$ 4,800
24	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	12	\$ 2,000.00	\$ 24,000
25	VERTICAL DELINEATOR POSTS	LF	1,100	\$ 45.00	\$ 49,500
26	CENTERPOINT ENERGY STREET LIGHT REMOVAL	EA	2	\$ 4,801.50	\$ 9,603
27	CENTERPOINT ENERGY NEW STREET LIGHTS (16 TOTAL)	LS	1	\$ 28,770.00	\$ 28,770
28	CENTERPOINT ENERGY NEW TRAFFIC SIGNAL SERVICE	LS	1	\$ 15,568.00	\$ 15,568
29	CONCRETE PIPELINE CROSSING PROTECTION	CY	69	\$ 130.00	\$ 8,970
30	MOBILIZATION	LS	1	\$ 51,271.43	\$ 51,271
<b>SUBTOTAL - ROADWAY</b>					<b>\$ 1,671,360</b>
<b>TRAFFIC</b>					
1	STREET & STOP SIGNS	EA	18	\$ 500.00	\$ 9,000
2	PAVING TRAFFIC MARKINGS	LS	1	\$ 19,100.00	\$ 19,100
3	TRAFFIC SIGNAL IMPROVEMENTS	LS	1	\$ 300,000.00	\$ 300,000
<b>SUBTOTAL - TRAFFIC</b>					<b>\$ 328,100</b>
<b>SUBTOTAL - ROADWAY &amp; TRAFFIC</b>					<b>\$ 1,999,460</b>
<b>FORT BEND COUNTY MAXIMUM CONTRIBUTION</b>					<b>\$ 1,530,000</b>
<b>Balance for AUTHORITY</b>					<b>\$ 469,460</b>

**Districts 47 & 48**

<b>SIDEWALKS &amp; RAMPS</b>					
12	5-FOOT CONCRETE SIDEWALKS	SY	987	\$ 80.00	\$ 78,960
13	HC RAMP FOR FUTURE SIDEWALK	EA	4	\$ 1,500.00	\$ 6,000
<b>DRAINAGE ITEMS - OUTFALL DITCH</b>					
1	DITCH EXCAVATION & DISPOSAL	CY	20,065	\$ 6.00	\$ 120,390
2	BACKSLOPE INTERCEPTOR STRUCTURE, INC. SLOPE PAVING	EA	4	\$ 3,500.00	\$ 14,000
3	BACKSLOPE DRAINAGE SWALE	LF	3,156	\$ 4.00	\$ 12,624
4	48" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	42	\$ 155.00	\$ 6,510
5	60" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	451	\$ 195.00	\$ 87,945
6	MANHOLE (COMPL) (TY C)(48" & LARGER)	EA	2	\$ 3,000.00	\$ 6,000
7	CONCRETE SLOPE PAVING	SY	166	\$ 60.00	\$ 9,960
<b>SUBTOTAL - DRAINAGE EASEMENT</b>					<b>\$ 257,429</b>

STORM SEWER COLLECTION SYSTEM - VICKSBURG						
1	24" RCP (ASTM C76 CLASS III) RG	LF	426	\$	60.00	\$ 25,560
2	36" RCP (ASTM C76 CLASS III) RG	LF	600	\$	105.00	\$ 63,000
3	42" RCP (ASTM C76 CLASS III) RG	LF	580	\$	135.00	\$ 78,300
4	48" RCP (ASTM C76 CLASS III) RG	LF	681	\$	160.00	\$ 108,960
5	MANHOLE (COMPL) (TY C)	EA	5	\$	2,500.00	\$ 12,500
6	MANHOLE (COMPL) (TY A)(48" & LARGER)	EA	4	\$	3,000.00	\$ 12,000
7	TYPE A INLET	EA	2	\$	1,900.00	\$ 3,800
8	TYPE H2 INLETS	EA	10	\$	2,500.00	\$ 25,000
9	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
10	TRENCH SAFETY (ALL DEPTHS)	LF	2950	\$	1.00	\$ 2,950
SUBTOTAL - STORM SEWER COLLECTION SYSTEM VICKSBURG						\$ 334,570
STORM SEWER COLLECTION SYSTEM - LAKE OLYMPIA						
1	24" RCP (ASTM C76 CLASS III) RG	LF	202	\$	60.00	\$ 12,120
2	TYP C1 INLETS	EA	3	\$	2,500.00	\$ 7,500
3	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
SUBTOTAL - STORM SEWER COLLECTION SYSTEM LAKE OLYMPIA						\$ 22,120
10% CONTINGENCY						\$ 69,907.9
TOTAL DISTRICTS						\$ 768,986.90

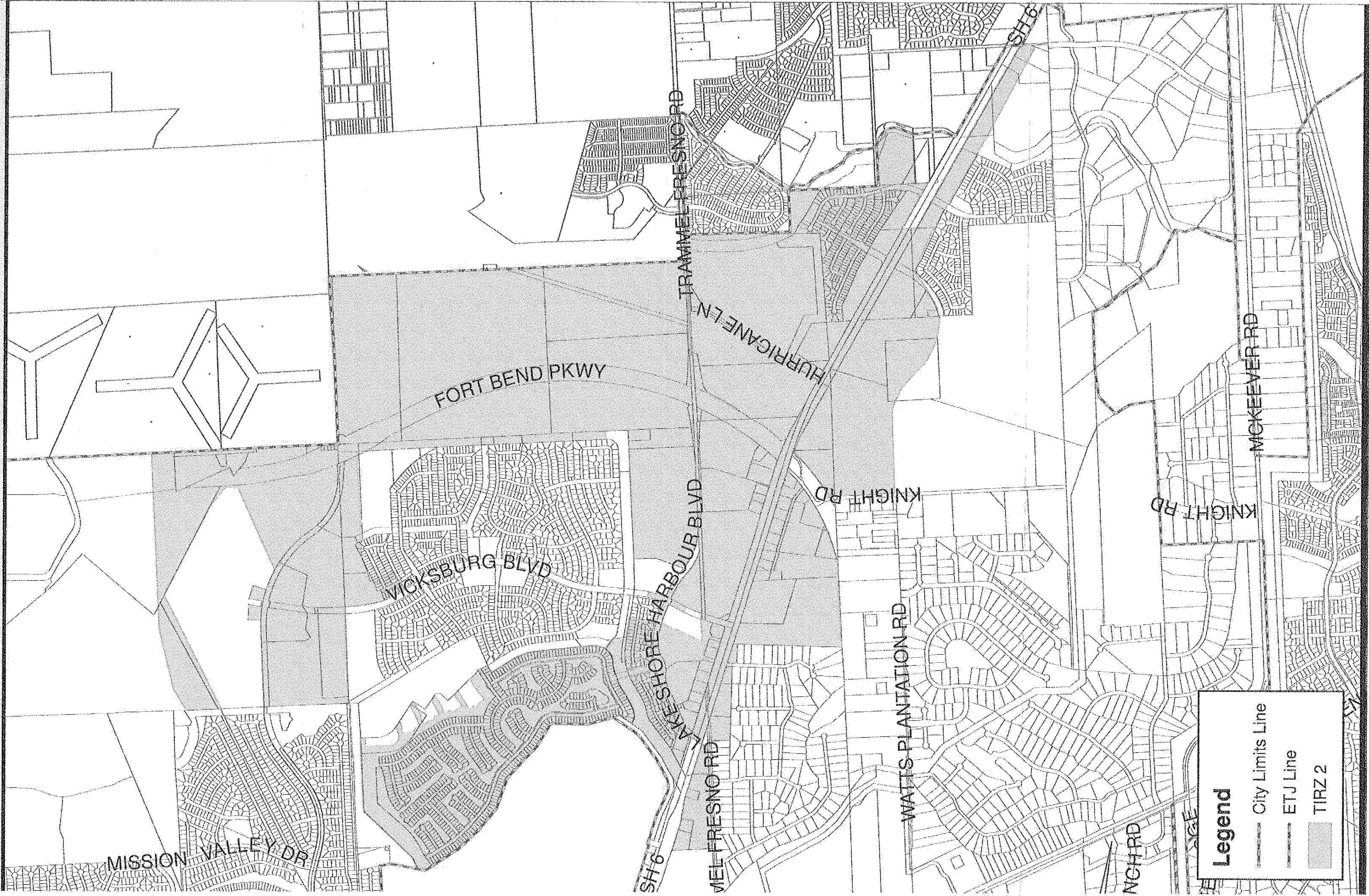
#### Authority

ROADWAY AND TRAFFIC BALANCE	\$ 469,460
MATERIALS & TESTING	\$ 45,000
BID & CONSTRUCTION PHASE SERVICES	\$ 23,246
ROW ACQUISITION	\$ 75,000
10% CONTINGENCIES	\$ 214,270.54
SUBTOTAL - AUTHORITY	\$ 826,976
TOTAL CONSTRUCTION AMOUNT ESTIMATED*	\$ 3,125,963

\* This estimate does not include landscaping or irrigation.

\*Actual construction costs may be higher, or lower than, this estimate.

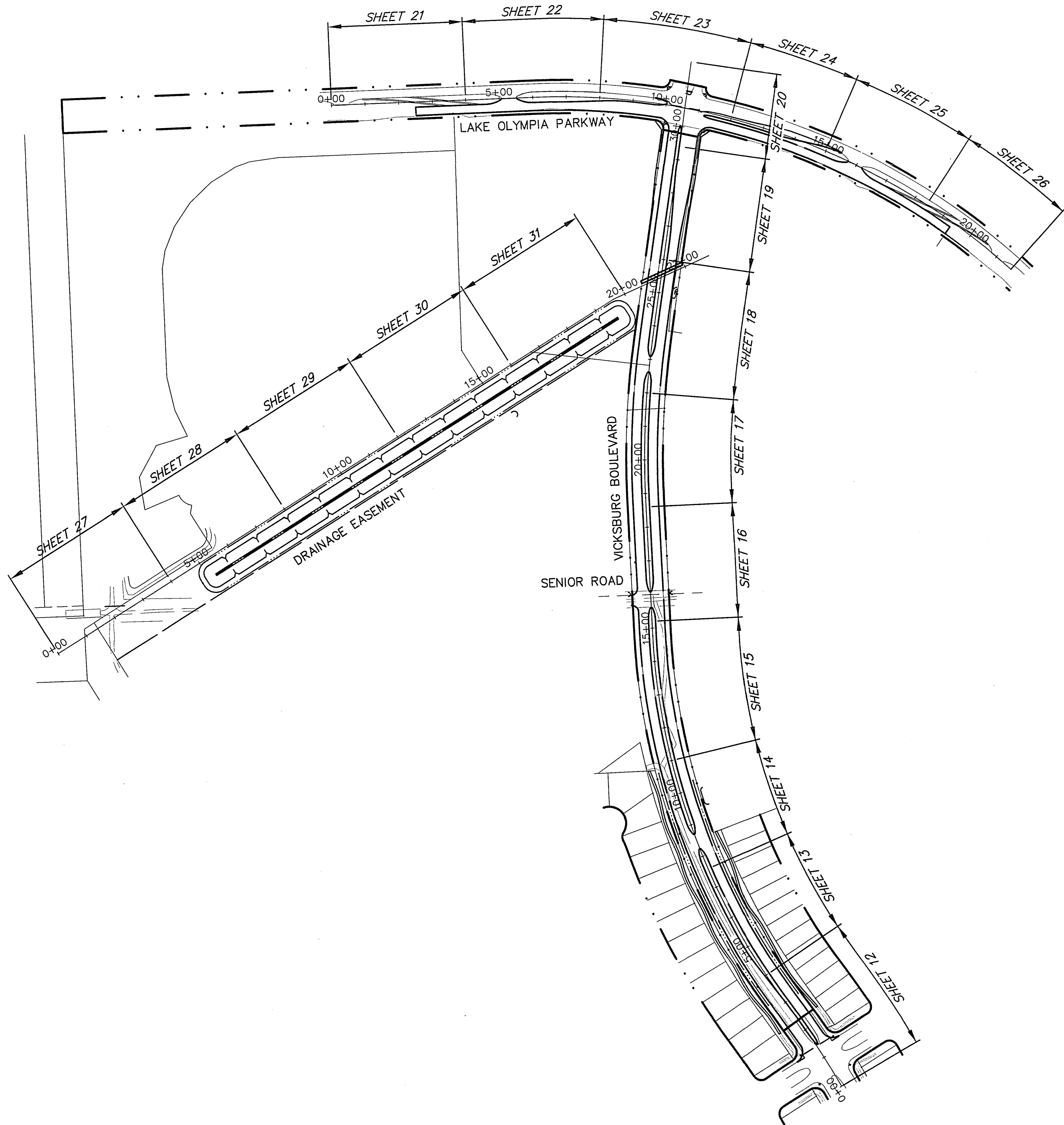
\*\*This is a preliminary cost estimate prepared without the benefit of any contractor bids.



Legend

- City Limits Line
- ETJ Line
- TIRZ 2

11 Feb 2014 2:17PM, Terra Associates, Inc., ggerardo  
F:\Clients\1893-Missouri City Texas\1893-1003 Vicksburg Extension\Drawings\09-Layout.dwg



#### REFERENCE BENCHMARK:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE CITY OF MISSOURI CITY BENCHMARK SYSTEM, SURVEY MARKER NUMBERS 7152, 7153 AND POM-003 AS PUBLISHED ON THE CITY OF MISSOURI CITY WEB-SITE. FOR MORE INFORMATION VISIT THE WEB-SITE. (NAVD88 2001 ADJUSTMENT)  
HTTP://MS.CLMOCITY.TX.US/BENCHMARKS/VIEWER.HTM

#### TEMPORARY BENCHMARKS:

TEM-1 ELEVATION = 70.40 FEET (2001 ADJUSTMENT)  
BRASS DISK FOUND ON THE TOP OF A CURB INLET LOCATED ON THE NORTH SIDE OF ALDRIDGE DRIVE AT THE NORTHEAST CORNER OF THE INTERSECTION OF SAID ALDRIDGE DRIVE AND VICKSBURG DRIVE. (STAMPING NOT LEGIBLE) CITY OF MISSOURI CITY SURVEY MARKER NUMBER 817. PUBLISHED ELEVATION 71.97 FEET (NAVD27).

TEM-2 ELEVATION = 73.12 FEET (2001 ADJUSTMENT)  
BOX CUT ON THE TOP OF AN INLET LOCATED ON THE NORTH SIDE OF LAKE OLYMPIA PARKWAY AT THE NORTHWEST CORNER OF THE INTERSECTION OF SAID LAKE OLYMPIA PARKWAY AND VICKSBURG DRIVE.

#### FLOODPLAIN INFORMATION:

THIS SITE APPEARS TO LIE IN UNSHADED ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS DELINEATED IN THE NATIONAL FLOOD INSURANCE RATE MAP NO. 48157C0085 J, DATED WITH A REVISED DATE OF JANUARY 3, 1997.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.

#### NOTICE:

For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground line can be marked. This verification does not fulfill your obligation to call 811.

#### VERIFICATION OF PRIVATE UTILITY LINES

*N/A* Date: \_\_\_\_\_  
CenterPoint Energy/Natural Gas Facilities Verification ONLY  
(This signature verifies that you have shown CPEP Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.)  
Signature Valid for six months.

*N/A* Date: \_\_\_\_\_  
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY  
(This signature verifies existing underground facilities - not to be used for conflict verification.)  
Signature Valid for six months.

*N/A* Date: \_\_\_\_\_  
AT&T Texas/SWBT Approved for underground conduit facilities only.  
Signature valid for one year.

Verizon Date: \_\_\_\_\_  
Approved for underground conduit facilities only.  
Signature valid for one year.

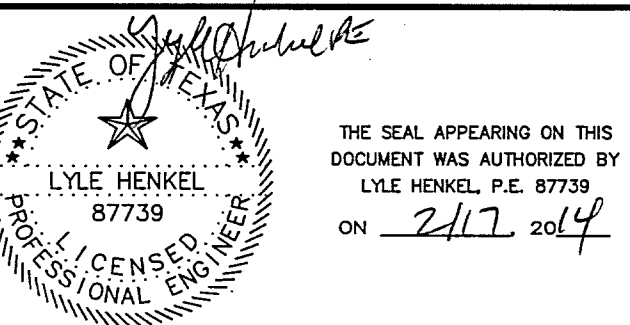
No.	DATE	REVISION



DEPARTMENT OF PUBLIC WORKS

SCOTT R. ELMER, P.E. CITY ENGINEER, DIRECTOR OF PUBLIC WORKS

**TERRA**  
ASSOCIATES, INC.  
CONSULTING ENGINEERS  
1445 NORTH LOOP WEST, SUITE 450  
HOUSTON, TEXAS 77008  
PHONE: 713-993-0333  
FAX: 713-993-0743  
TBPE Registration No.: F-003832



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LYLE HENKEL, P.E. 87739 ON 2/17/2014

CONSTRUCTION PLANS FOR:

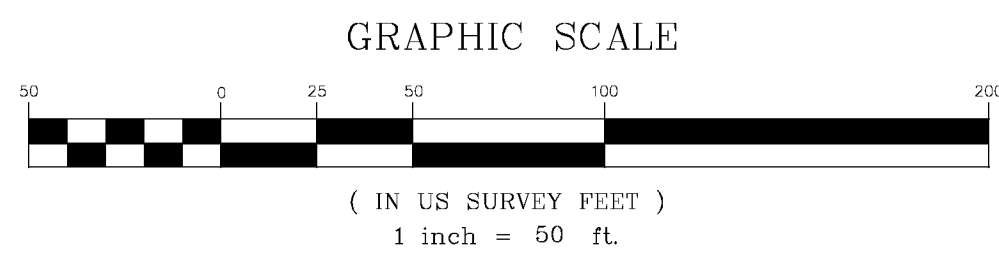
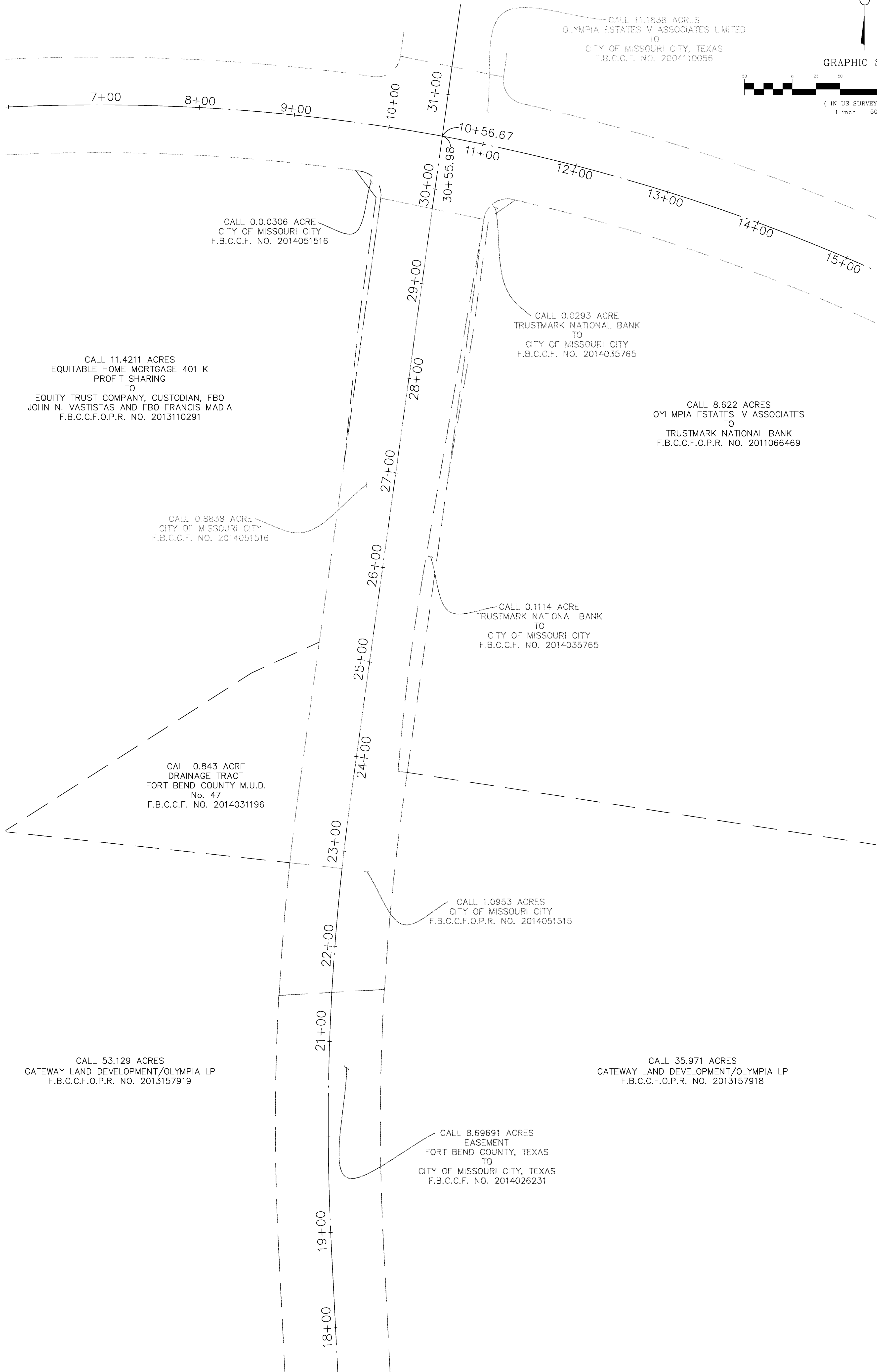
VICKSBURG BOULEVARD  
EXTENSION

OVERALL SHEET LAYOUT

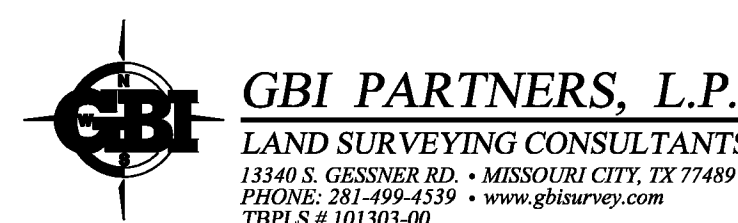
JOB No.: 1893-1003

SCALE: 1"=200'  
SUBMITTED: \*\*  
DATE: FEBRUARY 2014

SHEET 9 OF 137



DEED MAPPING EXHIBIT  
**VICKSBURG BOULEVARD**  
PROPOSED ROADWAY IN THE CITY OF MISSOURI CITY  
FORT BEND COUNTY, TEXAS



SCALE: 1"= 50'	JOB NO. MoCity	DATE: 06/17/2014
CREW CHIEF: N/A	FIELD BOOK: N/A	DWG.: MoCity_ Exhibit

## Vicksburg Boulevard Schedule of Improvements

Based on funding requirements being met as provided in the Vicksburg Boulevard Agreement, the following schedule of improvements is estimated:

- Advertise bid for construction on or about July 16, 2014
- Open bids around August 19, 2014
- City Council award consideration September 2, 2014
- Notice to Proceed for construction issued September 29, 2014
- Estimated time for construction is approximately nine months, possible substantial completion date around July 2015; however, contractor's bid will determine this time in calendar days.