

YOLANDA FORD
Mayor

VASHAUNDR A EDWARDS
Councilmember at Large Position No. 1

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



CHERYL STERLING
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, July 6, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

NOTICE REGARDING PUBLIC PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting.

The meeting will be available to members of the public and allow for two-way communications for those desiring to participate. Any person interested in speaking on any item on the agenda must notify the City by one of the following methods **before 4:00 p.m. on the day of the City Council meeting**:

1. Email or call the City Secretary at CSO@missouricitytx.gov or 281-403-8686; or,
2. Submit a "Public Comment Form" to the City Secretary from the following webpage: <https://bit.ly/39pw73Q>.

The request must include the speaker's name, address, email address, phone number and the agenda item number.

To livestream the meeting, the public may access the following link:
<https://www.missouricitytx.gov/780/MCTV>.

To access the meeting agenda packet in PDF format, the public may access the following link:
<https://www.missouricitytx.gov/407/City-Council>.

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1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **PRESENTATIONS AND RECOGNITIONS**
 - (a) Administer the oath of office to certain members of the City of Missouri City's boards, committees, and commissions.
 - (b) Proclaim the month of July as "Parks and Recreation Month" in the City of Missouri City, Texas.

- (c) Proclaim July 6, 2020, as "Missouri City Police Department Appreciation Day" in Missouri City, Texas.

4. PUBLIC COMMENTS

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

5. STAFF REPORTS

- (a) Receive the Police Department's Annual Report.

6. CONSENT AGENDA

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

- (a) Consider approving the minutes of the special and regular City Council meetings of June 15, 2020, and the special City Council meetings of June 22, 2020, June 23, 2020 and June 24, 2020.

7. PUBLIC HEARINGS AND RELATED ACTIONS

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

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

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

9. AUTHORIZATIONS

- (a) Consider authorizing the execution of a professional services contract for the design of the Parks Department maintenance facility.
- (b) Consider authorizing the negotiation and execution of a contract for the remodeling of Fire Station No. 3 and No. 4.
- (c) Consider authorizing a change order for vehicle equipment.
- (d) Consider authorizing a change order for sidewalk construction and repair.
- (e) Consider withdrawing authorization for the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 12646 Grove Park Drive and 12622 Grove Park Drive.
- (f) Consider authorizing the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 4402 Ringrose Drive.

10. ORDINANCES

- (a) Consider an ordinance amending the personnel policy of the City of Missouri City by establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees,

and requiring notification to the human resources department for certain employee absences; and consider the ordinance on the first of two readings.

- (b) Consider an ordinance amending Chapter 62, Municipal Court, of the Missouri City Code; deleting provisions regarding certain municipal court fees; and consider the ordinance on the first of two readings.

11. RESOLUTIONS

- (a) Consider a resolution finding a public purpose and ratifying certain donations related to the Coronavirus Disease 2019 (COVID-19) disaster.

12. CITY COUNCIL ANNOUNCEMENTS

Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.

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

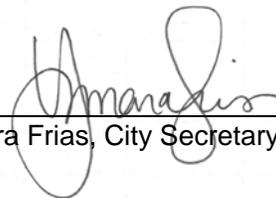
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

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 July 6, 2020, agenda of items to be considered by City Council was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on July 2, 2020, at 4:00 p.m.



Yomara Frias, City Secretary Department



**Council Agenda Item
July 6, 2020**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Administer the oath of office to certain members of the City of Missouri City's boards, committees, and commissions.
- (b) Proclaim the month of July as "Parks and Recreation Month" in the City of Missouri City, Texas.
- (c) Proclaim July 6, 2020, as "Missouri City Police Department Appreciation Day" in Missouri City, Texas.

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FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, June 15, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.

1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:18 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Director of Communications Walker, Director of Public Works Kumar, Director of Development Services Spriggs, Director of Parks and Recreation Mangum, Assistant Director of Public Works Brouhard, Media Specialist II Sanders, and MCTV Producer Penalba. Also present: Sirous Alavi and Tahmid Rahman consultants from Fugro.

2. DISCUSSION/POSSIBLE ACTION

- (a) Update on city-wide sidewalk and pavement assessments as part of the Pavement Maintenance and Management Program (PMMP).

Director of Public Works Kumar presented an update on the city-wide sidewalk and pavement assessments as part of the Pavement Maintenance and Management Program. Assistant Director of Public Works Brouhard addressed the Sidewalk Rehabilitation Program. Sirous Alavi, Paving Engineering Manager from Fugro, provided an overview of the findings on pavement assessments. Director Kumar then discussed the proposed funding moving forward.

Councilmember Sterling asked if the Colony Crossing items were completed or ongoing. Assistant Director Brouhard stated that he would check and it was possible that they were not on the original list, which was why it was not shown on the map. He noted the map was based on the original 2017 work order list. Interim City Manager Atkinson stated they were talking to the financial advisor and looking at the potential for capacity.

At 6:59 p.m., without objection, City Council recessed the special City Council meeting.

At 8:49 p.m., City Council reconvened the special City Council meeting. Mayor Ford conducted another roll call.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Director of Communications Walker, Director of Development Services Spriggs, Director of Parks and Recreation Mangum, Media Specialist II Sanders, and MCTV Producer Penalba.

- (b) Discuss the proposed ordinance adding Chapter 17, "Arts in Public Places Program," to the City Code of the City of Missouri City, Texas.

Director of Parks and Recreation Mangum presented on the proposed ordinance adding Chapter 17, "Arts in Public Places Program," to the City Code. Mayor Ford asked about the maintenance component of the art. Mangum noted the ordinance stated the Arts Commission would make an annual review of the City's art collection. He stated that before placing a piece of art they would take into consideration how durable it was. Mangum recommended having a maintenance agreement with the artist and noted anything major would go to the consideration of the public art program and anything minor would be taken care of by the department.

Mayor Ford asked for a budget to be set aside for the maintenance. Mangum stated the budgeted amount under the HOT funds was about \$50,000. Interim City Manager Atkinson stated they would look into what the exact amount was and report to City Council. Ford stated the ordinance should state if the City would need to provide maintenance and the costs if the artist were not to maintain their art.

Councilmember Edwards asked Mangum to share the type of art residents wanted to see. Mangum stated they held two public meetings with residents and noted their desire for murals and public sculptures. He noted they spoke mostly about outside art installation and not indoor art. Ford asked if there was a process of installation for murals and if there were hot spots for tagging. Mangum stated there was not a process of installation in the ordinance as it pertained to operations. He noted there were a couple of organizations that have great processes and stated the City would work with them before any requests or proposals.

Councilmember Edwards asked if the maintenance of the landscape would be included in the maintenance. Mangum stated it would be part of the Parks and Recreation Department budget. Ford noted the City of Houston stopped permanent murals and only allowed murals on plywood because of tagging issues. She requested to have information pertaining to maintenance requests added to the ordinance and come before Council.

Councilmember Emery asked if the murals on the traffic control boxes were covered under this ordinance. Mangum stated most of those were designed and placed with a decal so it was not covered under the ordinance but could be placed on it.

Mayor Pro Tem Preston asked that Mangum go over the public participation. Mangum noted they had two public meetings with residents, artists and art educators. Preston stated it would be wise to circle back around with the community to make sure everyone had an opportunity to give their input.

Councilmember Boney asked when they anticipated filling the seats for the Arts Commission. Mangum stated they were not in a rush to hit a date deadline, as they want to make sure they get it right with the ordinance and processes.

Buddy Snyder, 2602 Creekway Circle, stated he had been in support of public art in the City for years but was disappointed with the wording within the ordinance, revision or elimination of Definition C, as he believes there are a lot of talented individuals who would be willing to donate public art. He would like the following deleted from the ordinance: Section (c) Artist means a practitioner in the visual and or performing arts, recognized by critics and peers as a professional with the ability to produce fine art. He stated there were many talented individuals in the community that could create and donate public art if it were not for such definition.

Councilmember Edwards stated it would be a great idea to involve the community in the survey and that they collaborate with the Communications Department to get the word out. Mangum stated he would work with Communications to discuss community input. Ford thanked Mangum for moving the program forward as she has wanted public art in the City for years. Atkinson stated Mangum would put together a timeline of actions.

- (c) Consider and discuss the Missouri City Parks Foundation member appointments.

City Secretary Jackson stated that during the June 8, 2020, special City Council meeting, City Council requested that she contact Mr. James Davidson and Ms. Debbie Poncik to determine if they would be interested in serving the Missouri City Parks Foundation as both submitted candidate applications to serve other city boards. Jackson contacted both and they agreed to serve.

Mayor Pro Tem Preston moved to appoint James Davidson and Debbie Poncik to the Missouri City Parks Foundation. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery

Nays: None

- (d) Consider and discuss the charter review process.

City Attorney Iyamu presented on the charter review process. She stated the City's Charter was last reviewed in 2016 and the election was held in 2017. Mayor Ford asked if Council could provide Iyamu with updates and she could present them during a special meeting for the Commissions consideration. Iyamu stated that would work or she could place an item on the July 6 meeting and she could receive their recommendations at that time. Councilmember Emery asked if she was going to put a list together of the items that needed to be reviewed based on new state legislation. Iyamu confirmed and added that at this time the charter complied with state law. She stated she had requests and/or recommendation from staff for the charter. Ford asked that Iyamu send them a timeline of dates of when Council needs to submit items to her.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 9:33 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: Ivy Kenneth Miraflor and Josefina P. Serrano v. City of Missouri City, Texas, and Yolanda Ford, as Mayor and Councilmember (Case number 4:20-CV-010504 in the United States District Court for the Southern District of Texas Houston Division).

4. RECONVENE

At 9:44 p.m., City Council reconvened into open session. No action was taken.

3. ADJOURN

The special City Council meeting adjourned at 9:44 p.m.

Minutes PASSED AND APPROVED this the 6th day of July 2020.

Maria Jackson, City Secretary

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CITY COUNCIL SPECIAL MEETING MINUTES

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2. DISCUSSION/POSSIBLE ACTION

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Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery

Nays: None

- (d) Consider and discuss the charter review process.

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3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 9:33 p.m.

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4. RECONVENE

At 9:44 p.m., City Council reconvened into open session. No action was taken.

3. ADJOURN

The special City Council meeting adjourned at 9:44 p.m.

Minutes PASSED AND APPROVED this the 6th day of July 2020.

Maria Jackson, City Secretary

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CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, June 22, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.

1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:13 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis and Emery; Interim City Manager Atkinson, Assistant City Manager Martel, City Attorney Iyamu, City Secretary Jackson, Director of Financial Services Portis, Budget and Financial Reporting Manager Alexander, Accounting Technician Su, Director of Human Resources and Organizational Development Russell, HOA Liaison Matte, Media Relation Specialist III Kalimkoottil, Sr. MCTV Producer McBean Jr., MCTV Producer Penalba, Media Relation Specialist II Sanders, Web/Social Media Manager Henry, Director of Communications Walker, Director of Economic Development Esch, IT Manager Mathew, and Director of Information Technology, Sedrick Cole.

2. DISCUSSION/POSSIBLE ACTION

(a) Presentation of the Fiscal Year 2021 proposed budget.

Interim City Manager Atkinson and Director of Financial Services Portis provided overview of the presentations scheduled for today.

Director of Financial Services Portis went over the City Council priorities as economic development and redevelopment, infrastructure, fire department, employees, beautification, and partnerships; the Missouri City fund structure; the general fund revenues preliminary estimates; general fund expenditures –base; funds available/planned expenditures; general fund expenditures – supplemental; and, uses of the coronavirus aid, relief, and economic security act.

Interim City Manager Atkinson provided an overview of City Council's FY 2021 budget; and, provided an overview of the City Manager's Office mission, vision, FY 2020 accomplishments, FY 2021 goals, and proposed budget.

City Secretary Jackson provided an overview of the City Secretary's Office mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and supplemental requests.

City Attorney Iyamu provided an overview of the City Legal Division's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and supplemental requests.

Director of Human Resources and Organizational Development Russell provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and supplemental requests.

Director of Communications Walker provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, supplemental requests, and special revenue fund – PEG/MCTV account.

Director of Economic Development Esch provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, and proposed budget.

Director of Financial Services Portis provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and supplemental requests.

Director of Information Technology Cole provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, supplemental requests, and the IT replacement innovation and technology account.

City Council and City Staff members discussed historical and current processes for preparing the budget; and, analyzing budgets to ensure systems were in place to determine variances.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 7:47 p.m.

Texas Government Code, Section 551.074 – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the city manager, the city attorney and the city secretary.

4. RECONVENE

At 8:11 p.m., City Council reconvened into open session.

Councilmember Edwards asked about the reach of the citizen's newsletter or the approximate number of newsletter publications. Director of Communications Walker stated the printing company they work with pulls a mail list from the US postal service and mails the newsletter to all the residential households and commercial businesses citywide. Councilmember Emery asked if rental homes were included, Walker stated yes.

Councilmember Edwards asked if the City Council district meetings were included in the budget and requested further detail on the two positions requested by the Communications Department. Director of Communications Walker stated that regarding the council district meetings, they requested funding for two meetings per City Councilmember. She added that in regards to staffing, they highlighted the Web Social Media Manager and the MCTV producers' positions as former City Manager Snipes stated they would be included in a premium pay structure; and, further discussed the experience each brings to the table and requested that they be compensated accordingly. Interim City Manager Atkinson stated City Staff members were looking at all areas of the City where premium pay may be taken into consideration.

Councilmember Boney noted he was in receipt of messages from citizens regarding viewing the special meeting held this evening on MCTV. Director of Communications Walker apologized to the residents who have been inconvenienced this evening as they were unsure of the specific source regarding the livestreamed meeting; however, they were working on measures to ensure similar issues would not take place in the future and that today's meeting would be posted to the web.

The Mayor stated a news release might need to be sent out, notifying residents where they may view official notices and responses from the City. Director of Communications Walker stated this a part of their business plan and budget requests.

5. ADJOURN

The special City Council meeting adjourned at 8:26 p.m.

Minutes PASSED AND APPROVED this the 6th day of July 2020.

Maria Jackson, City Secretary

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CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Tuesday, June 23, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

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1. CALL TO ORDER

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

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis and Emery; Interim City Manager Atkinson, Assistant City Manager Martel, City Attorney Iyamu, City Secretary Jackson, Director of Financial Services Portis, Budget and Financial Reporting Manager Alexander, Accounting Technician Su, Director of Communications Walker, Police Chief Berezin, Radio System Manger Pahl, Recognition & Compliance Program Coordinator Murray, Fire Chief Campbell, and Deputy Court Administrator West.

2. DISCUSSION/POSSIBLE ACTION

(a) Presentation of the Fiscal Year 2021 proposed budget.

Interim City Manager Atkinson provided overview of the presentations scheduled for today and addressed follow up questions from yesterday's proposed budget presentations.

Fire Chief Campbell provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and supplemental requests. Councilmember Emery asked if the supplemental requests have been prioritized. Fire Chief Campbell stated he submitted a submittal letter which prioritized the requests; and, he will ensure City Council was provided a copy of the letter.

Councilmember Emery asked how the funds from Harvey were utilized. Director of Financial Services Portis stated the funds were used to reimburse the City. Councilmember Emery asked if they go back in the general fund. Director of Financial Services Portis stated that was correct; however, the revenue was accounted for in 2019.

Deputy Court Administrator West provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, and proposed budget, the special revenue fund for municipal courts. Councilmember Emery requested further detail on the court payment methods. Deputy Court Administrator West responded with those methods such as the drop box, a phone system to pay by phone, web based payment system, pay in person, by mail and the use of a public computer in the lobby to pay their fees.

Councilmember Maroulis questioned the stripping at Municipal Court and the Police Department. Interim City Manager Atkinson stated he would follow up with Staff and provide City Council with a response on a later date.

Police Chief Berezin provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, and the special revenue fund for police. Councilmember Maroulis asked about the commercial vehicle inspections and the possibility of expanding the division. Police Chief Berezin stated there were no plans on expanding as the primary focus was to make sure they have resources for in progress calls. Mayor Pro Tem Preston stated he was aware that several of the officers were training handling crisis situations and asked if the department has looked into hiring a mental health officer. Police Chief Berezin stated he was not looking at hiring one mental health officer but working to ensure all police officers were trained with mental crisis. Mayor Ford stated that during previous budget sessions, there was reference to a dispatcher up north who would handle mental health crisis calls. Police Chief Berezin stated he was down a few dispatchers and there were four dispatchers who would be going through the training. Recognition & Compliance Program Coordinator Murray stated that per their state recognition system, all of the public safety employees were required to have some type of mental health training and due to COVID, some of the plans were placed on hold. Councilmember Emery asked about the succession planning. Police Chief Berezin discussed the FBI academy process and executive level training.

(b) Discuss Police Department policies relating to the use of force.

Mayor Ford stated she requested that this item be placed on the agenda so that the police chief may provide an overview of use of force within the department. Police Chief Berezin went over the eight questions the City was asked by the public as follows:

1. Does Missouri City ban chokeholds and strangleholds?
 - Yes, per the federal definition of BAN, as it is to be used only when deadly force would be justified.
2. Does Missouri City require de-escalation?
 - Yes, when possible officers are expected to de-escalate.
3. Does Missouri City require warning before shooting?
 - No, there is no requirement to provide a warning before discharging their firearm.
4. Does Missouri City exhaust all other means before shooting?
 - Refer to answer for question # 2.
5. Does Missouri City have a duty to intervene?
 - Yes, all police officers are expected to uphold the law, regardless of whom is breaking the law.
6. Does Missouri City ban shooting at moving vehicles?
 - No, there is not a ban on shooting at moving vehicles.
7. Does Missouri City require a use of force continuum?
 - Yes, Missouri City has an established use of force continuum.
8. Does Missouri City require comprehensive reporting?
 - Yes, use of force incidents are documented.

Mayor Ford asked that he work with the Communications Department so that a news release may be sent out to the public.

3. ADJOURN

The special City Council meeting adjourned at 7:19 p.m.

Minutes PASSED AND APPROVED this the 6th day of July 2020.

Maria Jackson, City Secretary

YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

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



CHERYL STERLING
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 **Wednesday, June 24, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.

1. CALL TO ORDER

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

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis and Emery; Interim City Manager Atkinson, Assistant City Manager Martel, City Attorney Iyamu, City Secretary Jackson, Director of Financial Services Portis, Budget and Financial Reporting Manager Alexander, Accounting Technician Su, Communications Walker, Director of Public Works/City Engineer Kumar, Assistant Director of Public Works Brouhard, Utilities Manager Hoover, Director of Development Services Spriggs, Planning Manager Thomas Gomez, Director of Parks and Recreation Mangum, Recreation Superintendent Browne, Golf Course Manager Stittleburg, and Director of Human Resources and Organizational Development Russell.

2. DISCUSSION/POSSIBLE ACTION

(a) Presentation of the Fiscal Year 2021 proposed budget.

Interim City Manager Atkinson discussed questions addressed by City Council during the previous budget meetings held this week.

Director of Public Works/City Engineer Kumar provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, supplemental requests, capital projects, five-year capital improvement plan (CIP), the special revenue fund for fleet/equipment replacement and supplemental requests, and the enterprise fund. Councilmember Emery asked about contract services for the street sweeper. Director of Public Works/City Engineer Kumar stated the service was evaluated and he felt it was more feasible to own the equipment and cost effective. Councilmember Edwards requested elaboration of the sidewalk replacement program for this year and next fiscal year. Director of Public Works/City Engineer Kumar explained the processes and priorities. Mayor Ford asked for the date of when the medians would be completed. Director of Public Works/City Engineer Kumar stated the contractor who won the bid also won the bid for the City of Friendswood and he would work with communications to provide notice to the public via a news release.

Director of Development Services Spriggs provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, supplemental requests, and the special revenue fund

for the community development block grant. Councilmember Emery requested further information about the Development Coordinator position and asked if they were planning to reduce the hours from a part-time position. Director of Development Services Spriggs stated they were looking to compensate for the overage with the new fee schedule imposed and increased revenues.

Director of Parks and Recreation Mangum provided an overview of the department's mission, vision, FY 2020 accomplishments, FY 2021 goals, proposed budget, supplemental requests, and the special revenue fund for the hotel occupancy tax. Councilmember Maroulis asked if there was a desire to set funds aside for the Herrin Tract. Director of Parks and Recreation Mangum stated that this time, cost was prohibiting them from moving forward with developing this tract; however, he understands the Herrin Tract was a priority project. Councilmember Maroulis asked about cricket, Mangum stated the re-masterplan of StaMo Park was addressed with the community; and, the concept plan was presented to the Parks Board and later to City Council to repurpose this park. Mayor Ford asked when the last master plan was done. Director of Parks and Recreation Mangum stated it was approved in 2015. Mayor Ford stated there needs to be a focus on re-evaluating the master plan every five-years, moving forward. She added the City needed to work on building public and private partnerships. Councilmember Emery stated that in the 2020 accomplishments, Mangum did not recognize himself and two staff members who received recognition. Director of Parks and Recreation Mangum expressed support of City Staff members for their talents and devotion to the Parks and Recreation team. Councilmember Sterling commended the team. Mayor Pro Tem Preston asked how often infrastructure status checks were done. Mangum stated explained. Mayor Pro Tem Preston requested to speak about the art which was donated and how would be maintained. Mangum stated Tom and Regina Nichols donated the art and an agreement would need to be in place with the artist.

Director of Financial Services Portis addressed the debt service fund.

Missouri City Recreation and Leisure Local Government Corporation Golf Course Manager Stittleburg provided an overview of the corporation's mission, vision, FY 2020 accomplishments, FY 2021 goals, and proposed budget. Councilmember Emery asked about the fee structure. Golf Course Manager Stittleburg stated several of the fees were increased and they look to keep the prices at mid-market.

Director of Financial Services Portis went over the solid waste fund and supplemental requests of recurring and non-recurring expenses. Mayor Ford asked if the budget presented was based on the 3.5-percent increase of the base budget, Portis confirmed it was. Director of Financial Services Portis moved forward to present the estimated and distribution of property tax assessments and the general fund (GF) estimates for discussion purposes only uses preliminary assessed values that may be subject to change. Councilmember Boney asked if exemptions were included. Director of Financial Services Portis stated exemptions were not included in the models. Mayor Ford stated if the city choose to stay at the no-new revenue rate, would the city be able to fund all the supplemental requests. Director of Financial Services Portis confirmed. Councilmember Emery asked if the fund balance was at 32-percent, what impact it would have on the tax rate. Interim City Manager Atkinson the impact would be to the fund balance, not tax rate.

Councilmember Boney stated supplemental requests may need to be analyzed to determine which the City would be moving forward with; and, if that information could be provided to City Council in advance of them receiving the final proposed budget. Interim City Manager Atkinson stated supplemental requests were prioritized by departments, which would assist in analyzing the requests should cuts need to take place.

3. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 7:48 p.m.

Texas Government Code, Section 551.074 – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the city manager, the city attorney and the city secretary.

4. RECONVENE

At 8:34 p.m., City Council reconvened into open session.

Councilmember Edwards moved to interview the top two candidates for the City Manager position. Mayor Pro Tem Preston seconded.

Councilmember Boney stated he does not believe now would be a good time to bring in a city manager in the mist of the pandemic and budget preparations; and, believes this has been a rushed processed. Councilmember Maroulis stated he believed the search should be expanded. Mayor Ford added over 50 applications were received and added for all the reasons Councilmember Boney noted, the City should move forward. Councilmember Emery stated the two candidates who were selected to be interviewed were adequate enough to run our City and requested an extensive city manager search with the search firm. Councilmember Sterling stated the top candidates were selected out of the pool of candidates. Councilmember Edwards stated the top candidates were over-qualified for the position of city manager and the city saved money due to moving forward the way the City did.

Councilmember Edwards moved interview the top two candidates for the City Manager position. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

- Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards and Councilmember Sterling
- Nays: Councilmember Boney, Councilmember Maroulis and Councilmember Emery

The Mayor stated City Council would conduct the city attorney and city secretary evaluations during the next City Council meeting.

5. ADJOURN

The special City Council meeting adjourned at 8:41 p.m.

Minutes PASSED AND APPROVED this the 6th day of July 2020.

Maria Jackson, City Secretary



**Council Agenda Item
July 6, 2020**

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



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(a) Authorize the City Manager to execute a Professional Services Contract with Ziegler Cooper (ZCA) for the design of Park Maintenance Facility.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

The Department of Public Works requests authorization for the City Manager to enter into a Professional Services Contract with Ziegler Cooper (ZCA) for the design of the Park Maintenance Facility.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The project consists of designing a new Park Maintenance Facility on the current site to replace the existing facility that has reached its useful life. Funding for this project is budgeted in the FY 20 Capital Improvements Program.

In February 2020, Public Works along with the Purchasing Division, prepared and advertised a request for Qualification (RFQ # 20-327). Notices were published in the local newspaper; the City's website, and the State of Texas Electronic Business Daily sites.

In accordance with the Council adopted 2013 Consultant Selection Policy, a Staff Selection Committee evaluated the submitted statements of qualifications from 9 firms expressing interest in the project. The selection committee included representatives from the Parks and Public Works Departments. Further, three (3) short listed firms were presented to the Planning Development and Infrastructure (PDI) Committee on May 7, 2020. The PDI committee authorized staff to move forward to negotiate a Professional Services Contract with Ziegler Cooper (ZCA). The PDI committee packet is attached here for reference.

Based on the scope of services required and the fees negotiated with Ziegler Cooper (ZCA), the total amount of this design contract is \$337,388.00. Funding is being appropriated in the FY 21 CIP for construction.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	411-58400-16-999-20019	20019 / Parks Maintenance Facility	\$500,000	\$500,000	\$337,388

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager

Financial/Budget Review: *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

SUPPORTING MATERIALS

1. Ziegler Cooper (ZCA), proposal and scope of services.
2. PDI Committee packet

STAFF'S RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services contract with Ziegler Cooper (ZCA) in the amount of \$337,388.00

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

**Assistant City Manager/
City Manager Approval:** Glen A. Martel, ACM



June 9, 2020

Mark Law, Project Manager
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
281.403.8539
mlaw@missouricitytx.gov

Re: Professional Design Services Agreement for new Missouri City Parks and Building Maintenance Facility

Dear Mark:

We appreciate the opportunity to submit this Agreement for professional design services. We look forward to working with you, The Parks & Building Maintenance Departments, and your associates on this important project.

Ziegler-Cooper, Inc. (d/b/a Ziegler Cooper Architects) ("ZCA") will begin providing design services when this Agreement is duly executed by your organization to which this Agreement is addressed, above ("Client") and is received by ZCA. If before this Agreement is executed Client asks ZCA to proceed with any services described in this Agreement, or if Client makes any payment to ZCA on account of such services, such request or payment shall constitute Client's ratification and acceptance of all terms and conditions of this integrated Agreement.

PROJECT UNDERSTANDING

ZCA agrees to provide Basic Services to Client for this project located at the Parks and Building Maintenance property, Texas Parkway, Missouri City, Texas ("Project") according to the terms and conditions of this Agreement. Specifically, ZCA shall provide complete architectural design, structural engineering and mechanical/electrical engineering, and other professional consultant services for the new facility as conceptually programmed and designed and illustrated in the attachments.

ZCA compensation is based upon this initial information, and any subsequent substantial change will impact the amount of ZCA compensation.

DESCRIPTION OF SERVICES

ZCA shall provide the architectural Basic Services to Client described in the attached "Description of Services" (Exhibit A). To the extent Exhibit A requires any type or phase of services to be provided, such services shall be provided in the manner described in AIA document B101-2007; and to the extent applicable to ZCA's services for this Project, consistent with "General Conditions of the Contract for Construction," AIA document B305-1993. Any limitations in Basic Services of the type described in B101-2007 § 4.3, are provided in Exhibit A.

COMPENSATION

Compensation paid to ZCA under this Agreement shall consist of three components: a Percentage of Construction Cost Fee, Fees for any Additional Services, and Reimbursable Expenses. Architectural Design, Site Surveying, Civil Engineering, Geotechnical Engineering, Structural Engineering and Mechanical/Electrical/Plumbing Engineering, Environmental Consulting, Landscape Architecture, Energy and Accessibility Consulting services are included.

<u>Discipline</u>	<u>Firm</u>
Architecture	ZCA
Civil Engineering/Surveying	Daniel Scott Engineering
Surveying/Subdivision Plat	FMS Surveying
Geotechnical Engineering	Alpha Testing
Structural Engineering	Pinnacle Structural Engineers



MEP Engineering	DBR
Environmental Consulting	ERC (Asbestos & lead paint testing only. Documentation and bidding/demolition services will be provided under separate contract.)
Landscape Architecture	Lauren Griffith
Energy & Accessibility Consulting	Mikala Architects

Architect shall be compensated Eleven percent (11%) of the Cost of the Work designed and constructed, not including reimbursable expenses. Architect shall be compensated seventy-three percent (73%) of Eleven percent (11%), for a total of eight (8%) of the Cost of the Work designed but not constructed. The following fee **example** is estimated based upon ZC's current understanding of the project:

Estimated Construction Cost: \$3,043,478.00

Fee for Architectural/Engineering Services: \$337,388.00

Breakdown of Architectural Fees: ZCA's compensation for each phase of services shall be as follows:

	<u>% of Fee</u>
Schematic Design Phase	15%
Design Development Phase	25%
Construction Documents Phase	28%
Bidding and Negotiation Phase	5%
Construction Phase	25%
Warranty Phase	<u>2%</u>
Total Basic Services	100%

Additional Services: Any services ZCA provides not described in the Agreement as Basic Services shall be provided as Additional Services without invalidating this Agreement. Additional Services by ZCA shall be billed in addition to compensation for Basic Services on an hourly basis according to the "Schedule of Fees - Hourly DPE Basis" (Exhibit B). Additional Services provided by any consultant retained by ZCA shall be billed at a multiple of 1.10 times the amount for such services billed to ZCA. The billing rates in the Schedule of Fees (Exhibit B) will be revised periodically, generally once per year, and shall replace the preceding Exhibit B without invalidating this Agreement.

If a change in the Project is requested by Client that constitutes Additional Services, ZCA will provide an estimate to Client of the increase in fees and the necessary extension of the Project Schedule. Upon recognizing the need to perform Additional Services, as described in § 4.3 of B101-2007, or otherwise, the Architect shall promptly notify the Client and explain the facts and circumstances leading to the need.

Reimbursable Expenses: Reimbursable expenses are included in the fees described above.

Assistance with Project Budget: Fees described above include assisting the owner with project budgeting.

Periodic Payments: ZCA will invoice Client for compensation on a monthly basis, and payments shall be made as provided in the "Schedule of Fees - Hourly DPE Basis" (Exhibit B). Fees will be invoiced according to the percentage completion of the phase of services provided.

PERSONNEL

The following personnel have been assigned to provide services on this Project:

Principal-in-Charge	Stephen A. Lucchesi, AIA
Project Manager	Stephanie Kaup
Project Architect	Eric Korth, AIA
Architectural Staff	To be determined

Hourly compensation ranges for each of the personnel listed above is outlined in the attached "Schedule of Fees - Hourly DPE Basis" (Exhibit B), dated June 9, 2020.



SCHEDULE

ZCA is prepared to begin providing services and estimates the following schedule contingent upon receiving timely information about the Project from Client:

<u>Phase Number</u>	<u>Phase</u>	<u>No. of Week(s)</u>
Phase 02	Schematic Design	8-12 Weeks
Phase 03	Design Development	12-16 Weeks
Phase 04	Construction Documents	12-16 Weeks
Phase 05a	Bidding/Negotiation and Permitting	8 Weeks
Phase 05b	Accessibility Review	Concurrent with Phase 05a
Phase 06	Construction Phase Services	<u>12 Months</u> <u>(estimate, general contractor to confirm)</u>
Total Estimated Project Design and Construction Schedule		88-100 Weeks

Estimated Completion Date: April 2022

SCOPE OF AGREEMENT

The "Agreement" is composed of this letter and its designated exhibits.

INFORMATION FROM CLIENT

The Client shall be responsible for timely providing the information necessary for ZCA and its consultants to provide their services.

Applicable Law

This Agreement shall be governed by the laws of the State of Texas with exclusive venue in Harris County, Texas.

Statement of Jurisdiction

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas. For more information, contact TBAE at P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, or visit their website at www.tbae.state.tx.us.

Again, thank you for this opportunity to submit this Agreement. We are excited about your Project and are anxious to begin. I would be happy to discuss this Agreement with you and answer any questions you may have. If this Agreement meets with your approval, please return an executed copy of this Agreement for our files.

ZIEGLER-COOPER, INC.

AGREED TO AND DULY ACCEPTED:

Stephen A. Lucchesi, AIA
Principal

Printed Name:
Title:
Company:

Enclosures: Description of Services (Exhibit A), dated June 9, 2020
Schedule of Fees - Hourly DPE Basis (Exhibit B), dated June 9, 2020
Certificate of Insurance (Exhibit C), dated June 9, 2020

cc: Susan Dieterich, Ziegler Cooper

EXHIBIT A | DESCRIPTION OF SERVICES

Phase 01 Schematic Design (Basic Service)

- 1.1.0 Prepare schematic drawings describing the size, character, finishes and materials of the entire Project.
- 1.2.0 Three (3) meetings are allocated for this phase of service. Any additional meetings will be considered a Change in Service and billed hourly in accordance with the enclosed "Schedule of Fees - Hourly DPE Basis" (Exhibit B).
- 1.3.0 If Client is dissatisfied with ZCA's initial schematic design, ZCA shall make one (1) modification as a part of Basic Services. Should additional modifications be required after the allotted number of revisions is performed, ZCA is available to modify the schematic design on an hourly basis upon request of Client. Revisions after initial design shall be as a Change in Service and billed at the hourly rates described in the enclosed "Schedule of Fees - Hourly DPE Basis" (Exhibit B).

Phase 02 Design Development (Basic Service)

- 2.1.0 Based on approved Schematic Design and any adjustments in the program or budget, prepare Design Development drawings and other such documents to fix and describe the size and character of the Project, including special design features to be incorporated into floors, walls, partitions or ceilings.
- 2.2.0 Select Client requested finishes.
- 2.3.0 Three (3) meetings with the Client are allocated for this phase of service. Any additional meetings shall be considered a Change in Service and billed hourly in accordance with the enclosed "Schedule of Fees - Hourly DPE Basis" (Exhibit B).
- 2.4.0 If Client is dissatisfied with ZCA's design development drawings, ZCA shall make one (1) modifications as a part of Basic Services. Should additional modifications be required after the allotted number of revisions is performed, ZCA is available to modify the design development documents on an hourly basis upon request by Client. Revisions after initial design shall be as a Change in Service and billed at the hourly rates described in the enclosed "Schedule of Fees - Hourly DPE Basis" (Exhibit B).

Phase 03 Construction Documents (Basic Service)

- 3.1.0 Based upon Design Development Drawings approved by Client, prepare Contract Documents consisting of drawings, specifications and other documents setting forth the requirements for the Work of the Project. Contract Documents shall include: Survey, Civil Engineering, Architectural, Structural Engineering, MEP Engineering, Landscape Architecture.
- 3.2.0 Three (3) meetings with the Client are allocated for this phase of service. Any additional meetings shall be considered a Change in Service and billed hourly in accordance with the enclosed "Schedule of Fees - Hourly DPE Basis" (Exhibit B).
- 3.3.0 One (1) final revision to coordinate contract documents shall be provided as part of Basic Services. Any changes to Contract Documents thereafter shall be as a Change in Services.

Phase 04 Bidding or Negotiation/Permit Application (Basic Service)

- 4.1.0 Assist Client in the preparation of the necessary bidding and procurement forms to be issued to an approved list of candidate contractors for construction of the Project.
- 4.2.0 Assist Client in awarding and preparing contract for construction of the Project between the Client and the Contractor.
- 4.3.0 Submit drawings to building code authorities for building permit application and accessibility review. Respond to issues regarding proposed capital improvements designed by ZCA. Two (2) meetings with the Client are allocated for this phase of service.
- 4.4.0 Submit Contract Documents to Client for review and approval.

Phase 05 Full Construction Phase Services (Basic Service)

- 5.1.0 Arrange for and conduct a pre-construction conference with major Contractors, Subcontractors, Manufacturers and Suppliers to explain the Project, set the tone for quality performance, review critical areas of interface and determine the impact of long-lead products.
- 5.2.0 Review submittals, shop drawings and samples submitted by Contractor for conformance with the design concept set forth in the respective Contract Documents.
- 5.3.0 Consult with Client, Consultants and Contractor in order to determine their schedules.
- 5.4.0 Provide periodic observation (neither exhaustive nor continuous) at the site to observe the quality and/or quantity of Work in an endeavor to guard against defects or deficiencies in the Work. For purposes of this Agreement, ZCA has allocated two (2) trips per month, including the punch list, to Project site for this activity. ZCA shall not, by reason of such activity, be liable for any defects or deficiencies in any such Work.
- 5.5.0 Review Contractor's Punch List of items to be corrected, if any, before final payment by Client.
- 5.6.0 Review and issue Certificate(s) of Payment to Client certifying that, to the best of ZCA's knowledge and information, the quality of the Work is in accordance with Contract Documents, and that such entities are entitled to payment by the Client in the amounts certified.

EXHIBIT B | SCHEDULE OF FEES – HOURLY DPE BASIS

For purposes of this Agreement, *Direct Personnel Expense* shall:

- Mean the cost of salaries of employees engaged on the Project in consultation, research, design and in producing drawings, specifications and other documents pertaining to the project and in performing professional services.
- Include the costs of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits. In computing the hourly rates due under this Agreement, a thirty-eight percent (38%) benefit factor shall be multiplied times employees' actual salaries to determine Direct Personnel Expense (DPE).
- The DPE rate will be multiplied by a 2.4 multiplier to establish the actual billing rates. Our published billing rates with DPE and multiplier are as follows:

Administrative	\$ 75.00
Design Professional	\$ 105.00
FF&E Coordinator	\$ 75.00 - \$110.00
Project Designer	\$ 170.00
Project Architect or Job Captain	\$ 170.00
Project Manager	\$ 170.00
Principal-in-Charge	\$ 220.00

Hourly rates will be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

SERVICES EXCLUDED FROM BASIC SERVICES

Unless specifically identified as part of Basic Services, the services below form a non-comprehensive list of potential Additional Services:

1. Custom design services, whether for individual offices, furniture, desks, rugs, accessories, etc. within the Project.
2. Services relating to lease or work letter review, negotiations and documentation.
3. Audio/Visual coordination.
4. Services caused by revision to services or documents previously approved or services requested out of sequence by the Client.
5. Accompany Client on inspection tours to view other buildings that are outside the Houston metropolitan area that might be of assistance in the evaluation of possible design solutions, or project budget parameters.
6. Services required to render additional or significant revisions to Contract Documents or other documents due to changes in code requirements, third-party requirements or Client requirements, such as Change Orders when such changes are caused by events not solely within the control of Architect.
7. Consulting services required due to failure on the part of any Contractor, Supplier or Vendor to perform their work under agreement with the Client or to complete the work within thirty (30) days after the date of Substantial Completion.
8. Coordination of art consultation services involving an art program including selection, placement and custom framing.
9. Services as outlined under Section 4.0 Additional Services in the AIA Document B101-2007.
10. Branding and signage coordination services to develop identification signage standards.
11. Change Management Services, Pre/Post Occupancy Review, Visioning, Benchmarking, 360° Virtual Interactive Tour or LEED Coordination.
12. Any other service requested by Client which is not delineated under Basic Services.

CONSULTING SERVICES

Consulting services are in addition to hourly compensation and are calculated at actual cost to ZC plus ten percent (+10%).

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to hourly compensation and are calculated at actual cost to ZC plus ten percent (+10%). Travel, automobile (current IRS allowance), office supplies, parking, document reproduction, check plots, mylar ink plots, CAD plots, mock-ups, typography, technical specifications, offset printing, laser plots, long-distance telephone, photography, photographic supplies and prints, renderings, models, postage, delivery, and any other Project-related expenses. Based on limited document distribution, we estimate cost of reimbursable expenses to range between 10-15% of the total professional fee.

We have not included reproduction or distribution of documents for the use of the contractor or others. If a more extensive distribution of documentation is required, reimbursable expenses will increase accordingly. Cost for copying of CAD diskette files, swapping or changing of CAD backgrounds and/or layers, copying of CAD files for use by others and similar data file manipulation beyond the initial project set-up, when permitted, shall be reimbursed at our normal hourly staff rates.

Fees for State of Texas accessibility review services by the Texas Department of Licensing and Regulation (TDLR) or a Registered Accessibility Specialist (RAS) currently include:

- Project Filing Fee - \$175.00 (\$300.00 for late filing fee)
- Plan Review Fee - varies according to construction cost
- Inspection Fee - varies according to construction cost

ZC will invoice Client for the applicable Project Filing Fee in effect at the conclusion of the Schematic Design. The invoice is due and payable upon receipt. Contract documents will not be sealed or submitted by ZC for accessibility review or building permit until after payment is received from the Client. Plan Review and Inspection Fees will be invoiced directly to the Client from TDLR or the RAS. Invoices are due and payable upon receipt. Accessibility provider will not proceed with the plan review until payment is received for plan review and inspection fee. Consultant shall not be liable for Client's failure to promptly pay such fees.

PAYMENTS TO ZC

Payments are due upon invoice date and are past due thirty (30) days following the invoice date. Amounts owed but past due shall bear interest at the lower of the highest legal rate or the JPMorgan Chase prime rate plus two percent (+2%) *per annum*.

The unexcused failure of Client to pay ZC within thirty (30) days of invoice date shall grant ZC the right, in addition to any and all other rights provided, to refuse to render further service to the Client.

Mark Law

From: Mark Law
Sent: Tuesday, June 9, 2020 12:48 PM
To: 'Steve Lucchesi'
Subject: RE: Parks & Buildings Maintenance Proposal

Thanks. I have it placed on the July 6th council meeting for approval. At this point we are still doing virtual meetings and you will not need to be there. If we do have a normal meeting you will need to attend. Let's keep in touch and maybe a week before the meeting we can confirm you being here or not.

Mark Law
Project Manager
City Of Missouri City
281.403.8539
Cell: 979.676.1390
mlaw@missouricitytx.gov

From: Steve Lucchesi [mailto:slucchesi@zieglercooper.com]
Sent: Tuesday, June 9, 2020 12:40 PM
To: Mark Law <Mark.Law@Missouricitytx.gov>
Subject: RE: Parks & Buildings Maintenance Proposal

CAUTION: This email originated from outside of the City of Missouri City organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes sir. Printing is a reimbursable expense, now covered.

Stephen A. Lucchesi, | **ZCA**
T:713.374.0151 m: 713.299.1502
slucchesi@zieglercooper.com

From: Mark Law <Mark.Law@Missouricitytx.gov>
Sent: Tuesday, June 9, 2020 12:33 PM
To: Steve Lucchesi <slucchesi@zieglercooper.com>
Subject: RE: Parks & Buildings Maintenance Proposal

Steve,

Looks like we are there. Just to confirm printing is covered under reimbursables correct?

Thanks

Mark Law
Project Manager
City Of Missouri City
281.403.8539
Cell: 979.676.1390

From: Steve Lucchesi [<mailto:slucchesi@zieglercooper.com>]

Sent: Tuesday, June 9, 2020 11:13 AM

To: Mark Law <Mark.Law@Missouricitytx.gov>

Cc: Steve Lucchesi <slucchesi@zieglercooper.com>

Subject: Parks & Buildings Maintenance Proposal

CAUTION: This email originated from outside of the City of Missouri City organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mark,

Attached is our revised proposal based on our last conversation.

Changes include:

- Added Subdivision Plat Services;
- Added IT/Data design by MEP Engineer;
- Noted that Environmental Consulting includes Asbestos and lead paint testing only (Design and bidding by separate contract with city at a later time);
- Added Assistance with overall project budgeting;
- Included Reimbursable Expenses in the overall fee;
- Added meetings in Schematic Design, Construction Documents, and Bidding/Negotiations phases;

Please let me know if you have any other comments or questions.

Thank you,

Steve

Stephen A. Lucchesi, AIA

ZCA | Worship, Education & Community Studio | Senior Practice Area Leader

700 Louisiana Street, Suite 350, Houston, Texas 77002

T: 713.374.0151 m: 713.299.1502

slucchesi@zieglercooper.com

[Worship Facilities](#) | [Education Projects](#) | [Community Buildings](#)

["How-To" start a Church Project: GoForth Guide](#)

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CITY OF MISSOURI CITY, TEXAS

PLANNING, DEVELOPMENT AND INFRASTRUCTURE COMMITTEE

Vashaundra Edwards
Chair
Council At Large Position #1

CHERYL STERLING
Councilmember District A

FLOYD EMERY
Councilmember District D

A meeting of the Planning, Development and Infrastructure Committee will be held on **Thursday, May 7, 2020 at 5:45 p.m.** in the City Hall, Council Conference Room, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, to consider the following:

NOTICE REGARDING PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the committee will not be physically present at this meeting.

The toll-free dial-in number and access code to participate in the telephonic meeting are as follows:

- +1415-655-0003
- Access Code: 801 903 832

-
- 1. CALL TO ORDER**
 - 2. DISCUSSION/POSSIBLE ACTION**
 - (a) Discuss consultant selection for RFQ 20-327 Park Maintenance Facility Design.
 - 3. ADJOURN**
-



Public Works

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

To: Planning, Development & Infrastructure (PDI) Committee
From: Shashi K. Kumar, P.E., Director of Public Works and City Engineer
Date: May 7, 2020
Project: Park Maintenance Facility (RFQ 20-327)

Summary

This is an update on the status of the Park Maintenance Facility Architect Selection Process. On February 18, 2020, Missouri City received Statement of Qualifications (SOQs) from nine (9) firms expressing their interest in providing Architectural and Engineering Design Services for the Park Maintenance Facility. The current parks maintenance facility located across City Hall has reached its useful life. In the City's adopted 2020 Capital Improvement Program (CIP), the replacement of this existing facility was funded with a total budget allocation of \$3.5 Million Dollars. The CIP description for this project is as adopted is attached here for reference. The following, in alphabetical order, is the list of firms submitting SOQs:

Brave / Architecture
Brinkley Sargent Wiginton Architects
Martinez Architects, LP
Method Architecture

PGAL, Inc.
Powers Brown Architecture
Prozign, Inc.
Slattery Tackett Architects, LLP
Ziegler Cooper Inc.

The services that will be provided include but are not limited to: Park Maintenance Facility, preliminary design, design development, architectural design, civil engineering, MEP engineering, structural engineering, surveying, geotechnical report, bid specifications, final design, TDLR review, and construction phase engineering.

The evaluation team, consisting of representatives from the Public Works and Parks Departments, all of who will play a valuable role throughout this project, conducted an objective evaluation based on the following criteria:

- The qualifications of the assigned Principal/Project Manager/Design Architect/Engineer.
- The firm's past experience in performing similar assignments for other owners, and the overall reputation of the firm.
- The depth of experience of the firm in the particular field.
- Ability to assign qualified engineering staff that will be in responsible charge of the project and will be able to complete the work within the time schedule required.
- Location of project staff with respect to the general geographic area of the project.
- The consultant has, on past projects, demonstrated innovative concepts.
- Suggested project approach.
- Previous experience on municipal projects.
- Knowledge of local conditions.



Public Works

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

Each evaluator scored each firm individually and the evaluations were tallied after all evaluators completed their scoring. This Evaluator Tabulation is attached here for reference. The top three (3) scoring firms in alphabetical order are:

1. Martinez Architects, LP
2. PGAL, Inc.
3. Ziegler Cooper Inc.

Staff consisting of representatives from Public Works and Parks Department invited the top three (3) scoring firms to make presentations on April 28, 2020. From these interviews and presentations the firms were re-ranked in the following order.

1. Ziegler Cooper, Inc.
2. PGAL, Inc.
3. Martinez Architects, LP

Staff Recommendation and next steps

Staff recommends to the PDI committee to accept these rankings presented here and authorize staff to begin negotiations with the top ranked firm (Ziegler Cooper, Inc.). Upon acceptance by the PDI committee of the rankings presented here, staff will begin negotiations with the top ranked firm to come-up with a detailed scope of work and cost proposal. If the City cannot agree on the scope and fee, the City will drop negotiations with the top ranked firm and continue the process with next firm until a mutual accord has been reached.

Finally, staff will recommend this firm to the City Council for the award of a professional services contract, which is anticipated in June 2020.

=====CAPITAL IMPROVEMENT PROGRAM=====

PROJECT NAME	PROJECT NO.	INDEX NO.	TYPE	ORIGINAL BUDGET	PROJECT TOTAL
PARKS MAINTENANCE FACILITY	20019	008	C-FC	\$2,000,000	\$3,500,000
DESCRIPTION			JUSTIFICATION		STATUS
Design and construct a new Parks Maintenance Facility. The current building has outdated systems, poor work space and is inadequate for storage of equipment, supplies and future growth.			The cost of maintaining this facility is no longer feasible. A new facility will allow staff to provide services to City parks safely and more effectively.		Design is planned for FY2020.

PROJECT IMAGES 	FUNDING SOURCES		FY Projected Revenue						Project Total
		Prior Years*	Expected	Budgeted	Estimated				
			2019	2020	2021	2022	2023	2024	
	GENERAL BOND		\$500,000	\$400,000					\$900,000
	CERT. OF OBLIGATION								\$0
	METRO FUNDS								\$0
	DEVELOPER								\$0
	OTHER GOVT/AGENCY			\$2,600,000					\$2,600,000
	MISC.								\$0
									\$0
	TOTAL SOURCE	\$0	\$0	\$500,000	\$3,000,000	\$0	\$0	\$0	\$3,500,000
	SPENDING PHASES		FY Projected Expenditure						Project Total
		Prior Years*	Expected	Budgeted	Estimated				
			2019	2020	2021	2022	2023	2024	
	PROF SERVICES		\$500,000						\$500,000
STUDY/ANALYSIS								\$0	
LAND / ROW								\$0	
CONSTRUCTION			\$3,000,000					\$3,000,000	
EQUIPMENT								\$0	
REPAIR								\$0	
MISC.								\$0	
PROJECT TOTAL	\$0	\$0	\$500,000	\$3,000,000	\$0	\$0	\$0	\$3,500,000	
ASSOCIATED OPERATING COSTS:		2019	2020	2021	2022	2023	2024	Total	
PERSONNEL								\$0	
OPERATIONS & MAINTENANCE								\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(b) Authorize the City Manager to negotiate and execute a contract with Construction Masters of Houston for the provision of renovation services to the remodel Fire Station 3 and 4.
Submitted by: Eugene Campbell Jr., Fire Chief

SYNOPSIS

The Fire Department requests authorization for the City Manager to negotiate and execute a contract with Construction Masters of Houston for the provision of services to remodel of Fire Station 3 and 4.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Fire Stations 3 and 4 were built in 1999, operate 24 hours a day, seven days a week, and provide Fire and Emergency Medical specialized rescue services from both facilities. Due to the full-time use by operational staff, both facilities require remodeling to address functional maintenance and issues to secure future longevity from both facilities. The Huitt-Zollars 2017 facilities study identified remodeling and maintenance needs at these two stations.

This year both Fire and Public Works staff worked to perform a follow-up analysis at each station to identify areas that needed repair and renovation. The renovations include new flooring, painting, replacing ceiling tiles and HVAC grill returns, refinishing of ceramic tiles, resurfacing lockers, installing ceiling fans, adjusting and repairing cabinets, new sinks faucets and countertops, in various spaces including the dorms, bathrooms, kitchens, dayrooms, physical fitness areas, and offices. Fire and Public Works then worked with Construction Masters of Houston, who has partnered with the City on several remodeling projects in the last year to identify costs. Construction Masters of Houston met with Fire staff and leadership and have developed a satisfactory plan to move forward with this remodel project, including COVID-19 safe practices for their contractors and sub-contractors. We anticipate this project to last not more than ninety (90) days so as not to disrupt normal operations any more than necessary.

This project will be based on Harris County Department of Education/Choice Partners contract # 15/041JN-04. As such, this project meets all of the State of Texas and Missouri City procurement requirements.

Construction Masters of Houston total proposal amount for both of these renovations is \$212,528.85

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	410-58400-40-407-40026	40026 / Renovate FS #3	\$131,000	\$131,000	\$131,000
General Bond	404-58400-14-999-40026	40026 / Renovate FS #3	\$3,047	\$3,047	\$3,047
General Bond	404-58400-14-999-40013	40013 / Renovation FS #4	\$67,940	\$67,940	\$67,940
General Fund	101-52007-14-136	40013 / Renovation FS #4	10,800	\$10,589	10,542

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager

Financial/Budget Review: *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

SUPPORTING MATERIALS

1. Construction Masters Proposals Fire Station 3 & 4 Remodel

STAFF'S RECOMMENDATION

The Fire Department requests authorization for the City Manager to negotiate and execute a contract with Construction Masters of Houston for the provision of services to remodel Fire Station 3 and 4 in the amount of \$212,528.85

Director Approval: Eugene Campbell, Jr.

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



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 2020 Renovations – Dorm Rooms and Corridor
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	51,713.44
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(6,205.61)
Project Price Subtotal	\$	45,507.83
Payment Bonds (Pass-thru cost)		
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	45,507.83

Scope of Work: EMS Storage Room, Dorms (7) and 1- Office

- Remove/Replace all ceiling tiles.
- Install new ceiling tiles.
- Install new carpet and base in dorm rooms.
- Install new vct and base in corridor, office and storage. VCT floor to receive seven (7) coats of wax.
- Clean and paint ceiling grid. Color to be White.
- Install one (1) ceiling fan in each dorm room with a new toggle switch to control the light kit.
- Install one (1) receptacle and one (1) box with pull string for A/V cord for owner supplied tv's.
- Supply and install tv wall mount brackets for owner supplied tv's.
- Repair as needed and paint all dorm walls. Color TBD.



- Skim float walls in corridor and prime and paint. Color TBD.
- Remove/Replace plam doors (new color) on wardrobes in the door rooms. Use existing door hardware. Replace the plam on the wardrobe edges. Scope does not include any work inside the wardrobes.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.

Alternate #1 – Polish Floors in lieu of adding VCT – Add \$8,060.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$2,850.00

EXCLUSIONS:

Permits and drawings.

All fire alarm and fire sprinkler work.

All furniture moving.

All communications equipment.

Any items not listed above.

Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/23/2020

Missouri City FS 3 Dorm Rooms Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	3.00	M.S.F.	\$55.87	\$167.61
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	4.00	M.S.F.	\$76.74	\$306.96
Division 01 General Requirements Subtotal					\$7,924.57
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	2.00	Week	\$850.00	\$1,700.00
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	20.00	C.Y.	\$38.70	\$774.00
Division 02 Existing Conditions Subtotal					\$2,474.00
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	150.00	Ea.	\$7.85	\$1,177.50
090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	1,200.00	S.F.	\$0.26	\$312.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	1,200.00	S.F.	\$0.46	\$552.00
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	900.00	S.F.	\$0.28	\$252.00
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	250.00	L.F.	\$0.28	\$70.00
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	300.00	S.F.	\$0.56	\$168.00
090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	35.00	S.F.	\$1.64	\$57.40

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
092116333800	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	125.00	S.F.	\$3.11	\$388.75
092523100000	vinyl composition tile, clean, apply 7 coats of wax	1.00	S.F.	\$950.00	\$950.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	1,470.00	S.F.	\$2.99	\$4,395.30
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	1,252.00	S.F.	\$3.83	\$4,795.16
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	250.00	L.F.	\$2.79	\$697.50
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	256.00	S.F.	\$2.17	\$555.52
096816103700	Carpet, commercial grade, direct cement, Olefin, 32 oz., medium to heavy traffic	120.00	S.Y.	\$38.82	\$4,658.40
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	8,000.00	S.F.	\$0.64	\$5,120.00
Division 09	Finishes Subtotal				\$24,149.53
Division 11	Equipment				
115200001100	TV, wall mount, 25" - 55"	10.00	Ea.	\$75.00	\$750.00
Division 11	Equipment Subtotal				\$750.00
Division 12	Furnishings				
123570130000	Wardrobe doors, relaminate doors, exposed edge of cabinets	60.00	Ea.	\$165.00	\$9,900.00
Division 12	Furnishings Subtotal				\$9,900.00
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233423103020	Fans, ceiling fan, paddle blade air circulator, 5,000 CFM high, 3,000 CFM low, 42", includes 3 speed switch	7.00	Ea.	\$294.49	\$2,061.43
233423103300	Fans, ceiling fan, paddle blade air circulator, for light adapter kit, add	7.00	Ea.	\$43.96	\$307.72
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	20.00	Ea.	\$83.43	\$1,668.60
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$4,037.75
Division 26	Electrical				
260140513000	Switch cover, maintenance, remove and replace (reinstall), incl. remove, store, and reinstall	60.00	Ea.	\$7.46	\$447.60
260505102120	Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	7.00	Ea.	\$27.23	\$190.61
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	4.00	C.L.F.	\$55.11	\$220.44
260533160150	Outlet boxes, pressed steel, 4" square	16.00	Ea.	\$29.45	\$471.20

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
262726201200	Toggle switch, quiet type, double pole, 20 amp	11.00	Ea.	\$62.37	\$686.07
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	8.00	Ea.	\$28.19	\$225.52
262726202600	Wall plates, stainless steel, 1 gang	11.00	Ea.	\$8.53	\$93.83
Division 26	Electrical Subtotal				\$2,335.27
Division 27	Communications				
271543130300	Data outlets, single opening, excl voice/data devices	8.00	Ea.	\$17.79	\$142.32
Division 27	Communications Subtotal				\$142.32
Subtotal					\$51,713.44
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$51,713.44
General Conditions				0.00%	\$0.00
Subtotal					\$51,713.44
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$51,713.44



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 Day Room 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	19,295.39
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(2,315.45)
Project Price Subtotal	\$	16,979.94
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	16,979.94

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Remove/Replace lay in HVAC ceiling grills. Color to be white
- Repair walls as needed and paint all walls. Color TBD.
- Demo Walls and Cabinets for new layout.
- Construct new wall per new layout.
- Re-due switching to accommodate ne layout.
- Bring 3 existing switches out flush with wall.
- Re-install existing door and frame.
- Remove flooring and base.
- Install new vct and base. Apply seven (7) coats of wax.



Alternate #1 – Polish Floors in lieu of adding VCT – Add \$6,200.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$2,350.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/23/2020

Missouri City FS 3 Day Room Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	\$1,736.10	\$3,472.20
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$11,054.81
Division 02 Existing Conditions					
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	10.00	C.Y.	\$38.70	\$387.00
Division 02 Existing Conditions Subtotal					\$387.00
Division 08 Openings					
080505100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	1.00	Ea.	\$13.34	\$13.34
080505101520	Door demolition, interior door, Solid, 1-3/8" thick, remove and reset, minimum	1.00	Ea.	\$59.62	\$59.62
Division 08 Openings Subtotal					\$72.96
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	364.00	S.F.	\$0.46	\$167.44
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	110.00	S.F.	\$0.46	\$50.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	364.00	S.F.	\$0.28	\$101.92
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	364.00	L.F.	\$0.28	\$101.92
090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	190.00	S.F.	\$1.64	\$311.60
092116333800	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	110.00	S.F.	\$3.11	\$342.10
092116339600	Partition wall, for work over 8' high, add	110.00	S.F.	\$0.43	\$47.30
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	738.00	S.F.	\$2.99	\$2,206.62
095123300800	Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	110.00	S.F.	\$4.65	\$511.50
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	364.00	S.F.	\$3.83	\$1,394.12
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	115.00	L.F.	\$2.79	\$320.85
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	364.00	S.F.	\$2.17	\$789.88
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	364.00	S.F.	\$0.64	\$232.96
099123740940	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, roller	1,160.00	S.F.	\$0.50	\$580.00
Division 09	Finishes Subtotal				\$7,315.81
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	5.00	Ea.	\$83.43	\$417.15
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$417.15
Division 26	Electrical				
260140513000	Switch cover, maintenance, remove and replace (reinstall), incl. remove, store, and reinstall	2.00	Ea.	\$7.46	\$14.92
260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	4.00	Ea.	\$3.20	\$12.80
262726200500	Toggle switch, quiet type, single pole, 20 amp	1.00	Ea.	\$19.94	\$19.94
Division 26	Electrical Subtotal				\$47.66

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$19,295.39
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$19,295.39
	General Conditions			0.00%	\$0.00
	Subtotal				\$19,295.39
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$19,295.39



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 Restrooms 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	29,653.89
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(3,558.47)
Project Price Subtotal	\$	26,095.42
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	26,095.42

Scope of Work: Restrooms/ Hallway/ Sink Area/ Washroom/Laundry

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.
- Repair walls as needed and paint all walls. Color TBD.
- Acid Wash Tile
- Install new vct and base. In hallway and sink area Apply seven (7) coats of wax.
- Repair tile.
- Install new solid surface top with new sinks and faucets.
- Install 2 upper wall cabinets in the Laundry Room and 1 upper cabinet in each of the restrooms.
- Remove/Replace 1 recessed can light in each of the restroom ceilings.



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Alternate #1 – Polish Floors in lieu of adding VCT – Add \$11,400.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$4,050.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



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Cost Estimate Report

Mark Law

Date: 03/24/2020

Missouri City Fire Station 3 Restrooms

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.00	Week	\$1,736.10	\$1,736.10
013113200240	Field personnel, superintendent, minimum	2.00	Week	\$2,125.00	\$4,250.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	10.00	M.S.F.	\$55.87	\$558.70
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	2.00	M.S.F.	\$76.75	\$153.50
Division 01 General Requirements Subtotal					\$6,698.30
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$775.00	\$775.00
024119192000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	40.00	C.Y.	\$40.50	\$1,620.00
Division 02 Existing Conditions Subtotal					\$2,395.00
Division 06 Wood, Plastics and Composites					
060505201220	Selective demolition, millwork and trim, casework, selective area, remove	30.00	S.F.	\$2.85	\$85.50
Division 06 Wood, Plastics and Composites Subtotal					\$85.50
Division 09 Finishes					
090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	25.00	L.F.	\$6.99	\$174.75
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	562.00	S.F.	\$0.50	\$281.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	150.00	L.F.	\$0.30	\$45.00
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	600.00	S.F.	\$0.60	\$360.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	562.00	S.F.	\$2.99	\$1,680.38
095123101190	Suspended acoustic ceiling tiles, for fire rating, add	562.00	S.F.	\$0.59	\$331.58
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	562.00	S.F.	\$4.00	\$2,248.00
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	500.00	S.F.	\$2.17	\$1,085.00
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	2,855.00	S.F.	\$1.23	\$3,511.65
Division 09	Finishes Subtotal				\$9,717.36
Division 12	Furnishings				
123570132500	Casework, wall cabinets, laminated plastic	12.00	L.F.	\$388.70	\$4,664.40
123640102800	Countertops, granite, average, 24" wide, 1-1/4" thick, excl. backsplash	10.00	L.F.	\$224.05	\$2,240.50
123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	2.00	Ea.	\$91.00	\$182.00
Division 12	Furnishings Subtotal				\$7,086.90
Division 22	Plumbing				
220505101300	Fixture, sink, single compartment, selective demolition	2.00	Ea.	\$61.59	\$123.18
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	2.00	Ea.	\$33.47	\$66.94
224116132040	Lavatory, vanity top, stainless steel, self-rimming, ledge, round, single bowl, 18-3/4", includes trim	2.00	Ea.	\$1,006.24	\$2,012.48
224139102120	Faucets/fittings, lavatory faucet, center set with pop-up drain	2.00	Ea.	\$133.38	\$266.76
Division 22	Plumbing Subtotal				\$2,469.36
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	9.00	Ea.	\$83.43	\$750.87
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$750.87
Division 26	Electrical				
265113503535	Fluorescent fixture, interior, downlight, recess mounted, incl lamps, mounting hardware and connections	2.00	Ea.	\$225.30	\$450.60
Division 26	Electrical Subtotal				\$450.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$29,653.89
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$29,653.89
	General Conditions			0.00%	\$0.00
	Subtotal				\$29,653.89
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$29,653.89



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 2020 Renovations – 2 Offices
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	5,390.53
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(646.86)
Project Price Subtotal	\$	4,743.67
Payment Bonds (Pass-thru cost)		
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	4,743.67

Scope of Work: EMS Storage Room, Dorms (7) and 1- Office

- Remove/Replace all ceiling tiles.
- Install new ceiling tiles.
- Install new VCT and base. VCT floor to receive seven (7) coats of wax.
- Clean and paint ceiling grid. Color to be White.
- Remove door hardware as needed.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.



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Alternate #1 – Polish Floors in lieu of adding VCT – Add \$4,730.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$1,650.00

EXCLUSIONS:

Permits and drawings.

All fire alarm and fire sprinkler work.

All furniture moving.

All communications equipment.

Any items not listed above.

Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



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Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/23/2020

Missouri City FS 3 Offices

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	0.50	Week	\$3,725.00	\$1,862.50
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$1,995.11
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	240.00	S.F.	\$0.46	\$110.40
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	110.00	S.F.	\$0.46	\$50.60
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	100.00	L.F.	\$0.28	\$28.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	240.00	S.F.	\$2.99	\$717.60
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	100.00	S.F.	\$3.83	\$383.00
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	100.00	L.F.	\$2.79	\$279.00
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	250.00	S.F.	\$2.17	\$542.50
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	1,240.00	S.F.	\$0.64	\$793.60
Division 09 Finishes Subtotal					\$3,061.70
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	4.00	Ea.	\$83.43	\$333.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$333.72
	Subtotal				\$5,390.53
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$5,390.53
	General Conditions			0.00%	\$0.00
	Subtotal				\$5,390.53
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$5,390.53



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/2020 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 2020 Renovations – Kitchen Renovation
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	17,142.81
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(2,057.14)
Project Price Subtotal	\$	15,085.67
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	15,085.67

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Repair walls as needed and paint all walls. Color TBD.
- Adjust cabinet doors.
- Install 2 lovers in wall above panty doors.
- Repair door hardware as need.
- Install new VCT and base. VCT floor to receive seven (7) coats of wax.



Alternate #1 – Polish Floors in lieu of adding VCT – Add \$11,400.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$4,025.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/23/2020

Missouri City FS 3 Kitchen Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	\$1,736.10	\$3,472.20
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$7,329.81
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$850.00	\$850.00
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	10.00	C.Y.	\$38.70	\$387.00
Division 02 Existing Conditions Subtotal					\$1,237.00
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	50.00	Ea.	\$7.85	\$392.50
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	600.00	S.F.	\$0.46	\$276.00
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	250.00	L.F.	\$0.28	\$70.00
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	600.00	S.F.	\$0.56	\$336.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	600.00	S.F.	\$2.99	\$1,794.00
095123101190	Suspended acoustic ceiling tiles, for fire rating, add	600.00	S.F.	\$0.59	\$354.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	600.00	S.F.	\$3.83	\$2,298.00
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	250.00	L.F.	\$2.79	\$697.50
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	600.00	S.F.	\$2.17	\$1,302.00
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	1,650.00	S.F.	\$0.64	\$1,056.00
Division 09	Finishes Subtotal				\$8,576.00
Subtotal					\$17,142.81
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$17,142.81
General Conditions				0.00%	\$0.00
Subtotal					\$17,142.81
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$17,142.81



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 3 GYM 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	6,207.81
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(744.94)
Project Price Subtotal	\$	5,462.87
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	5,462.87

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Repair walls as needed and paint all walls. Color TBD.



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- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/24/2020

Missouri City FS 3 Gym

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$3,857.61
Division 02 Existing Conditions					
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	5.00	C.Y.	\$38.70	\$193.50
Division 02 Existing Conditions Subtotal					\$193.50
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	330.00	S.F.	\$0.46	\$151.80
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	330.00	S.F.	\$2.99	\$986.70
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	330.00	S.F.	\$0.64	\$211.20
099123740940	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, roller	1,300.00	S.F.	\$0.50	\$650.00
Division 09 Finishes Subtotal					\$2,156.70

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$6,207.81
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$6,207.81
	General Conditions			0.00%	\$0.00
	Subtotal				\$6,207.81
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$6,207.81



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/24/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567

Vincent.silva@missouricitytx.gov

Re: Fire Station 4 Day Room 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	19,295.39
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(2,315.45)
Project Price Subtotal	\$	16,979.94
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	16,979.94

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.
- Repair walls as needed and paint all walls. Color TBD.
- Demo Walls and Cabinets for new layout.
- Construct new wall per new layout.
- Re-due switching to accommodate ne layout.
- Bring 3 existing switches out flush with wall.
- Re-install existing door and frame.
- Remove flooring and base.
- Install new vct and base. Apply seven (7) coats of wax.



www.cmhou.com

Alternate #1 – Polish Floors in lieu of adding VCT – Add \$6,200.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$2,350.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/25/2020

Missouri City FS 4 Day Room Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	\$1,736.10	\$3,472.20
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$11,054.81
Division 02 Existing Conditions					
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	10.00	C.Y.	\$38.70	\$387.00
Division 02 Existing Conditions Subtotal					\$387.00
Division 08 Openings					
080505100500	Door demolition, interior door, single, 3' x 7' high, 1-3/8" thick, remove	1.00	Ea.	\$13.34	\$13.34
080505101520	Door demolition, interior door, Solid, 1-3/8" thick, remove and reset, minimum	1.00	Ea.	\$59.62	\$59.62
Division 08 Openings Subtotal					\$72.96
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	364.00	S.F.	\$0.46	\$167.44
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	110.00	S.F.	\$0.46	\$50.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	364.00	S.F.	\$0.28	\$101.92
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	364.00	L.F.	\$0.28	\$101.92
090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	190.00	S.F.	\$1.64	\$311.60
092116333800	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	110.00	S.F.	\$3.11	\$342.10
092116339600	Partition wall, for work over 8' high, add	110.00	S.F.	\$0.43	\$47.30
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	738.00	S.F.	\$2.99	\$2,206.62
095123300800	Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	110.00	S.F.	\$4.65	\$511.50
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	364.00	S.F.	\$3.83	\$1,394.12
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	115.00	L.F.	\$2.79	\$320.85
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	364.00	S.F.	\$2.17	\$789.88
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	364.00	S.F.	\$0.64	\$232.96
099123740940	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, roller	1,160.00	S.F.	\$0.50	\$580.00
Division 09	Finishes Subtotal				\$7,315.81
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	5.00	Ea.	\$83.43	\$417.15
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$417.15
Division 26	Electrical				
260140513000	Switch cover, maintenance, remove and replace (reinstall), incl. remove, store, and reinstall	2.00	Ea.	\$7.46	\$14.92
260505101790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	4.00	Ea.	\$3.20	\$12.80
262726200500	Toggle switch, quiet type, single pole, 20 amp	1.00	Ea.	\$19.94	\$19.94
Division 26	Electrical Subtotal				\$47.66

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$19,295.39
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$19,295.39
	General Conditions			0.00%	\$0.00
	Subtotal				\$19,295.39
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$19,295.39



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/23/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567

Vincent.silva@missouricitytx.gov

Re: Fire Station 4 GYM 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	6,207.81
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(744.94)
Project Price Subtotal	\$	5,462.87
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	5,462.87

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Repair walls as needed and paint all walls. Color TBD.



www.cmhou.com

- EXCLUSIONS:
 - Permits and drawings.
 - All fire alarm and fire sprinkler work.
 - All furniture moving.
 - All communications equipment.
 - Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/24/2020

Missouri City FS 3 Gym

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$3,857.61
Division 02 Existing Conditions					
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	5.00	C.Y.	\$38.70	\$193.50
Division 02 Existing Conditions Subtotal					\$193.50
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	330.00	S.F.	\$0.46	\$151.80
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	330.00	S.F.	\$2.99	\$986.70
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	330.00	S.F.	\$0.64	\$211.20
099123740940	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, roller	1,300.00	S.F.	\$0.50	\$650.00
Division 09 Finishes Subtotal					\$2,156.70

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$6,207.81
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$6,207.81
	General Conditions			0.00%	\$0.00
	Subtotal				\$6,207.81
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$6,207.81



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/24/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 4 2020 Renovations – Dorm Rooms and Corridor
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	52,242.28
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(6,269.07)
Project Price Subtotal	\$	45,973.21
Payment Bonds (Pass-thru cost)		
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	45,973.21

Scope of Work: EMS Storage Room, Dorms (8)

- Remove/Replace all ceiling tiles.
- Install new ceiling tiles.
- Install new carpet and base in dorm rooms.
- Install new vct and base in corridor, office and storage. VCT floor to receive seven (7) coats of wax.
- Clean and paint ceiling grid. Color to be White.
- Install one (1) ceiling fan in each dorm room with a new toggle switch to control the light kit.
- Install one (1) receptacle and one (1) box with pull string for A/V cord for owner supplied tv's.
- Supply and install tv wall mount brackets for owner supplied tv's.
- Repair as needed and paint all dorm walls. Color TBD.



- Skim float walls in corridor and prime and paint. Color TBD.
- Remove/Replace plam doors (new color) on wardrobes in the door rooms. Use existing door hardware. Replace the plam on the wardrobe edges. Scope does not include any work inside the wardrobes.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.

Alternate #1 – Polish Floors in lieu of adding VCT – Add \$8,060.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$2,850.00

EXCLUSIONS:

Permits and drawings.

All fire alarm and fire sprinkler work.

All furniture moving.

All communications equipment.

Any items not listed above.

Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/25/2020

Missouri City FS 4 Dorm Rooms Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	3.00	M.S.F.	\$55.87	\$167.61
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	4.00	M.S.F.	\$76.74	\$306.96
Division 01 General Requirements Subtotal					\$7,924.57
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	2.00	Week	\$850.00	\$1,700.00
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	20.00	C.Y.	\$38.70	\$774.00
Division 02 Existing Conditions Subtotal					\$2,474.00
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	150.00	Ea.	\$7.85	\$1,177.50
090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	1,200.00	S.F.	\$0.26	\$312.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	1,200.00	S.F.	\$0.46	\$552.00
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	1,125.00	S.F.	\$0.28	\$315.00
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	250.00	L.F.	\$0.28	\$70.00
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	300.00	S.F.	\$0.56	\$168.00
090505302300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	35.00	S.F.	\$1.64	\$57.40

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
092116333800	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	125.00	S.F.	\$3.11	\$388.75
092523100000	vinyl composition tile, clean, apply 7 coats of wax	1.00	S.F.	\$950.00	\$950.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	1,470.00	S.F.	\$2.99	\$4,395.30
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	1,252.00	S.F.	\$3.83	\$4,795.16
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	250.00	L.F.	\$2.79	\$697.50
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	256.00	S.F.	\$2.17	\$555.52
096816103700	Carpet, commercial grade, direct cement, Olefin, 32 oz., medium to heavy traffic	132.00	S.Y.	\$38.82	\$5,124.24
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	8,000.00	S.F.	\$0.64	\$5,120.00
Division 09	Finishes Subtotal				\$24,678.37
Division 11	Equipment				
115200001100	TV, wall mount, 25" - 55"	10.00	Ea.	\$75.00	\$750.00
Division 11	Equipment Subtotal				\$750.00
Division 12	Furnishings				
123570130000	Wardrobe doors, relaminate doors, exposed edge of cabinets	60.00	Ea.	\$165.00	\$9,900.00
Division 12	Furnishings Subtotal				\$9,900.00
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233423103020	Fans, ceiling fan, paddle blade air circulator, 5,000 CFM high, 3,000 CFM low, 42", includes 3 speed switch	7.00	Ea.	\$294.49	\$2,061.43
233423103300	Fans, ceiling fan, paddle blade air circulator, for light adapter kit, add	7.00	Ea.	\$43.96	\$307.72
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	20.00	Ea.	\$83.43	\$1,668.60
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$4,037.75
Division 26	Electrical				
260140513000	Switch cover, maintenance, remove and replace (reinstall), incl. remove, store, and reinstall	60.00	Ea.	\$7.46	\$447.60
260505102120	Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	7.00	Ea.	\$27.23	\$190.61
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	4.00	C.L.F.	\$55.11	\$220.44
260533160150	Outlet boxes, pressed steel, 4" square	16.00	Ea.	\$29.45	\$471.20

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
262726201200	Toggle switch, quiet type, double pole, 20 amp	11.00	Ea.	\$62.37	\$686.07
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	8.00	Ea.	\$28.19	\$225.52
262726202600	Wall plates, stainless steel, 1 gang	11.00	Ea.	\$8.53	\$93.83
Division 26	Electrical Subtotal				\$2,335.27
Division 27	Communications				
271543130300	Data outlets, single opening, excl voice/data devices	8.00	Ea.	\$17.79	\$142.32
Division 27	Communications Subtotal				\$142.32
Subtotal					\$52,242.28
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$52,242.28
General Conditions				0.00%	\$0.00
Subtotal					\$52,242.28
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$52,242.28



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/24/2020 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 4 2020 Renovations – Kitchen Renovation
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	17,142.81
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(2,057.14)
Project Price Subtotal	\$	15,085.67
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	15,085.67

Scope of Work:

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Repair walls as needed and paint all walls. Color TBD.
- Adjust cabinet doors and repair millwork.
- Install 2 lovers in wall above panty doors.
- Repair door hardware as need.
- Install new VCT and base. VCT floor to receive seven (7) coats of wax.



Alternate #1 – Polish Floors in lieu of adding VCT – Add \$11,400.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$4,025.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/25/2020

Missouri City FS 4 Kitchen Reno

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	\$1,736.10	\$3,472.20
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$7,329.81
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$850.00	\$850.00
024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	10.00	C.Y.	\$38.70	\$387.00
Division 02 Existing Conditions Subtotal					\$1,237.00
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	50.00	Ea.	\$7.85	\$392.50
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	600.00	S.F.	\$0.46	\$276.00
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	250.00	L.F.	\$0.28	\$70.00
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	600.00	S.F.	\$0.56	\$336.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	600.00	S.F.	\$2.99	\$1,794.00
095123101190	Suspended acoustic ceiling tiles, for fire rating, add	600.00	S.F.	\$0.59	\$354.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	600.00	S.F.	\$3.83	\$2,298.00
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	250.00	L.F.	\$2.79	\$697.50
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	600.00	S.F.	\$2.17	\$1,302.00
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	1,650.00	S.F.	\$0.64	\$1,056.00
Division 09	Finishes Subtotal				\$8,576.00
Subtotal					\$17,142.81
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$17,142.81
General Conditions				0.00%	\$0.00
Subtotal					\$17,142.81
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$17,142.81



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3/24/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 4 2020 Renovations – Dispatch Offices
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	5,390.53
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(646.86)
Project Price Subtotal	\$	4,743.67
Payment Bonds (Pass-thru cost)		
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	4,743.67

Scope of Work: EMS Storage Room, Dorms (7) and 1- Office

- Remove/Replace all ceiling tiles.
- Install new ceiling tiles.
- Install new VCT and base. VCT floor to receive seven (7) coats of wax.
- Clean and paint ceiling grid. Color to be White.
- Remove door hardware as needed.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.



Alternate #1 – Polish Floors in lieu of adding VCT – Add \$4,730.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$1,650.00

EXCLUSIONS:

Permits and drawings.

All fire alarm and fire sprinkler work.

All furniture moving.

All communications equipment.

Any items not listed above.

Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

CITY OF MISSOURI CITY

Date: 03/25/2020

Missouri City FS 4 Offices

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	0.50	Week	\$3,725.00	\$1,862.50
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	\$55.87	\$55.87
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	\$76.74	\$76.74
Division 01 General Requirements Subtotal					\$1,995.11
Division 09 Finishes					
090170100120	Gypsum wallboard, repairs, fill and sand, dents, up to 2" square	20.00	Ea.	\$7.85	\$157.00
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	240.00	S.F.	\$0.46	\$110.40
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	110.00	S.F.	\$0.46	\$50.60
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	100.00	L.F.	\$0.28	\$28.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	240.00	S.F.	\$2.99	\$717.60
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	100.00	S.F.	\$3.83	\$383.00
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	100.00	L.F.	\$2.79	\$279.00
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	250.00	S.F.	\$2.17	\$542.50
099123720800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	1,240.00	S.F.	\$0.64	\$793.60
Division 09 Finishes Subtotal					\$3,061.70
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	4.00	Ea.	\$83.43	\$333.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$333.72
	Subtotal				\$5,390.53
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$5,390.53
	General Conditions			0.00%	\$0.00
	Subtotal				\$5,390.53
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$5,390.53



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

3/24/20 REVISED

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489
Attn: Vincent Silva
Project Manager, CIP
281-402-8567
Vincent.silva@missouricitytx.gov

Re: Fire Station 4 Restrooms 2020 Renovations
Choice Partners ID: 15/041JN-04

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract 15/041JN-04.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	30,009.19
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(3,601.10)
Project Price Subtotal	\$	26,408.09
Payment Bonds (Pass-thru cost)	\$	-
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	26,408.09

Scope of Work: Restrooms/ Hallway/ Sink Area/ Washroom/Laundry

- Remove/Replace all ceiling tiles.
- Clean and paint ceiling grid. Color to be White.
- Remove/Replace lay in HVAC ceiling grills. Color to be white.
- Repair walls as needed and paint all walls. Color TBD.
- Acid Wash Tile
- Install new vct and base. In hallway and sink area Apply seven (7) coats of wax.
- Repair tile.
- Install new solid surface top with new sinks and faucets.
- Install 2 upper wall cabinets in the Laundry Room and 1 upper cabinet in each of the restrooms.
- Remove/Replace 1 recessed can light in each of the restroom ceilings.



www.cmhou.com

Alternate #1 – Polish Floors in lieu of adding VCT – Add \$11,400.00

Alternate #1 – LVT Floors in lieu of adding VCT – Add \$4,050.00

- EXCLUSIONS:

- Permits and drawings.
- All fire alarm and fire sprinkler work.
- All furniture moving.
- All communications equipment.
- Any items not listed above.

- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Dennis Busby
Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

Mark Law

Date: 03/25/2020

Missouri City Fire Station 4 Restrooms

Year 2020

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.00	Week	\$1,841.40	\$1,841.40
013113200240	Field personnel, superintendent, minimum	2.00	Week	\$2,125.00	\$4,250.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	10.00	M.S.F.	\$58.74	\$587.40
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	2.00	M.S.F.	\$80.72	\$161.44
Division 01 General Requirements Subtotal					\$6,840.24
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$775.00	\$775.00
024119192000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	40.00	C.Y.	\$42.98	\$1,719.20
Division 02 Existing Conditions Subtotal					\$2,494.20
Division 06 Wood, Plastics and Composites					
060505201220	Selective demolition, millwork and trim, casework, selective area, remove	30.00	S.F.	\$3.20	\$96.00
Division 06 Wood, Plastics and Composites Subtotal					\$96.00
Division 09 Finishes					
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	562.00	S.F.	\$0.55	\$309.10
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	150.00	L.F.	\$0.33	\$49.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	600.00	S.F.	\$0.66	\$396.00
095123101125	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	562.00	S.F.	\$2.99	\$1,680.38
095123101190	Suspended acoustic ceiling tiles, for fire rating, add	562.00	S.F.	\$0.58	\$325.96
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	562.00	S.F.	\$4.23	\$2,377.26
096519197000	Flooring, vinyl composition tile, 12" x 12" x 1/16"	500.00	S.F.	\$2.28	\$1,140.00
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	2,855.00	S.F.	\$1.27	\$3,625.85
Division 09	Finishes Subtotal				\$9,904.05
Division 12	Furnishings				
123570132500	Casework, wall cabinets, laminated plastic	12.00	L.F.	\$400.62	\$4,807.44
123640102800	Countertops, granite, average, 24" wide, 1-1/4" thick, excl. backsplash	10.00	L.F.	\$230.80	\$2,308.00
123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	2.00	Ea.	\$108.03	\$216.06
Division 12	Furnishings Subtotal				\$7,331.50
Division 22	Plumbing				
220505101300	Fixture, sink, single compartment, selective demolition	2.00	Ea.	\$64.97	\$129.94
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	2.00	Ea.	\$34.98	\$69.96
224116132040	Lavatory, vanity top, stainless steel, self-rimming, ledge, round, single bowl, 18-3/4", includes trim	2.00	Ea.	\$1,046.05	\$2,092.10
224139102120	Faucets/fittings, lavatory faucet, center set with pop-up drain	2.00	Ea.	\$138.24	\$276.48
Division 22	Plumbing Subtotal				\$2,568.48
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
233713300380	Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	9.00	Ea.	\$86.08	\$774.72
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$774.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$30,009.19
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$30,009.19
	General Conditions			0.00%	\$0.00
	Subtotal				\$30,009.19
	General Contractor's Overhead and Profit			0.00%	\$0.00
	Grand Total				\$30,009.19



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(c) Authorize an increase to Purchase Order #200038 Lone Star Products
Submitted by: Mike Tubbs, Fleet Superintendent

SYNOPSIS

The Fleet Maintenance Division requests an increase to our purchase order #200038 (Lone Star Products & Equipment LLC an authorized Buy Board Contractor #524-17) to accommodate the cost of unplanned make ready equipment.

STRATEGIC PLAN 2020 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

Staff has been using Lone Star Products & Equipment for at least five (5) years or more to outfit City vehicles. Staff anticipated spending \$45,000 in fiscal year 2020, based on the number of vehicles being replaced. However, due to some unforeseen losses in our Fleet, additional funds are needed.

These additional funds will be used for outfitting four (4) total loss vehicles that occurred after the approval of the current Fiscal Year budget, in which three of these were public safety units. The average outfitting cost each vehicle is approximately \$6,800. This increase will cause the purchase order to exceed \$50,000 thus needing council approval.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
Fleet Replacement Fund	606-58650-15-999	Transportation Equipment	\$792,629	\$49,069	\$20,800

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager

Financial/Budget Review: *Bertha P. Alexander, Budget & Financial Reporting Manager*

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

SUPPORTING MATERIALS

1. Vehicle Outfitting Quote for one unit

Estimate

Date	Estimate #
5/28/2020	20870

Name / Address	Ship To
City of Missouri City Accounts Payable 1522 Texas Parkway Missouri City, Texas 77489	1919 Scanlin Rd. Missouri City, Texas 77489

Item	Description	Qty	Rate	Total
	2020 Explorer - Buy Board Contract 603-20			
425-6512	Ford PI Utility (2020+) Max Depth Contour Console	1	468.75	468.75
425-3704	Jotto-Dual ABS Cup Holder (Internally Mounted)	1	32.7625	32.76
425-6260	Jotto-Armrest - Upper Structure (7.75" x 8" x 8")	1	39.6875	39.69
CM-SDMT-SA-L...	Troy Products - Console side ht. adj. mount w/ swing arm for docking station	1	290.55	290.55
INTG51S-TX1	Federal Signal Integrity Lightbar, 51"	1	1,521.40	1,521.40
AC-MCM1	Troy Products - Dog-ear type microphone clip plate and clip assembly, no-holes-drilled design	2	10.125	20.25
5700W	Go Rhino - -- Universal Sliding Window Cage Transfer Kit is required to install Multi-Fit Partitions	1	375.1375	375.14
5700SCR	Go Rhino - -- Universal Optional Mesh Screen (only compatible w/ sliding window cage) Transfer Kit is required to install Multi-Fit Partitions	1	58.2375	58.24
570721	SCA Transfer Kit	1	135.45	135.45
5700FIR	Recessed Storage Panel	1	161.44	161.44
5706FEM	Rear Partition, Expanded Metal	1	371.33	371.33
571723	Window Barrier, Vertical, Steel	1	181.33	181.33
GK10342UHKSS...	Setina - Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	1	326.50625	326.51
PEPL9GTT1C	SoundOff - Opticom™ Low-Profile Infrared LED Emitter Module, Model 795H – for use with Pinnacle (EPL9000) LED Lightbars only	1	1,207.25	1,207.25
NMO-COAX	17' Coax, NMO Mount	2	29.95	59.90
MLPV700	MAXRAD 740-870 MHz Low Profile Vertical 2 dB gain antenna. 2.4" high. Black over chrome base. Order Motorola style mount separately.	1	32.97	32.97
22050	Streamlight DC2 Direct Wire	2	12.70	25.40
22052	SL20 Charging Sleeve	1	9.55	9.55
75103	Stinger Charging Base	1	29.00	29.00
Installation	Standard Installation of Equipment	1	1,295.00	1,295.00

Subtotal

Sales Tax (8.25%)

Total

Phone #	Fax #	E-mail
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com

Lone Star Products & Equipment LLC

28242 Robinson Rd.

Conroe, Texas 77385

Estimate

Date	Estimate #
5/28/2020	20870

Name / Address	Ship To
City of Missouri City Accounts Payable 1522 Texas Parkway Missouri City, Texas 77489	1919 Scanlin Rd. Missouri City, Texas 77489

Item	Description	Qty	Rate	Total
Shipping	Standard Shipping	1	95.00	95.00

EIN: 26-2856037 Cage Code: 5EV45 DUNS: 010355268			Subtotal	\$6,736.91
			Sales Tax (8.25%)	\$0.00
Phone #	Fax #	E-mail	Total \$6,736.91	
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com		



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(d) Consider authorizing a change order to existing contract with Brooks Concrete for sidewalk construction and repair
Submitted by: Clifford Brouhard, P.E., PTOE, Assistant Director of Public Works

SYNOPSIS

The Streets Division is charged with the responsibility of repairing and maintaining the citywide network of sidewalks. Due to the large volume of sidewalk repairs required, the city is nearing the maximum allowed under this contract. The streets division would like to increase this contract by 25% (maximum allowed) so that we can continue to complete sidewalk work in current fiscal year.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

Concrete sidewalk pavements over time require maintenance and repairs to eliminate cracking, separations, tripping hazards, and other related failures. Per the City's Sidewalk Maintenance Program, sidewalk pavement should be maintained to protect the general public from injury by identifying hazards and ensuring their timely correction and to protect the general public's investment into the transportation system.

Therefore, the Public Works Department initiated a term contract with Brooks Concrete to accomplish the City's stated goals. Typically the City has approximately \$400,000 in funds allocated through a METRO reimbursement for sidewalk repairs each year. In 2017, Council allocated a one-time bond in the amount of \$2 million to help accelerate the completion of outstanding sidewalk work orders. With these additional funds the City was able complete this list in the summer of 2019. Due to the amount of sidewalks completed in 2019, the city has reached the maximum threshold (\$1.6 Million) of the sidewalk contract previously authorized by City Council. A copy of the previous City Council authorization is attached here for reference.

Public Works staff is requesting authorization to increase the current sidewalk contract by 25% (as allowed under the city's purchasing policy) or \$400,000.00* in an effort to continue to deliver quality and timely sidewalk repairs in the current fiscal year. Staff intends to go out for bid for the next fiscal year to solicit prospective sidewalk contractors and will present the same for City Council authorization in the near future.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
Metro Funds	401-54109-15-401-50054	50054 / Sidewalk	\$708,807	\$8,807	\$8,807

Bond Funds	403-58200-15-999-50054	50054 / Land Improvement	\$168,553	\$37,341	\$37,342
Bond Funds	403-54109-40-403-50054	50054 / Sidewalk Repairs	\$200,000	\$60,400	\$60,400

*Of the \$400,000 requested approximately \$250,000 has been committed for previous sidewalk construction. An additional \$106,549 is still currently available for sidewalk repairs and the remaining \$43,451 of the \$400,000 requested will be transferred from other available funds.

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

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

SUPPORTING MATERIALS

1. Previous sidewalk contract authorization by City Council

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a change order to the existing contract with Brooks Concrete for sidewalk construction and repair.

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

**Assistant City Manager/
City Manager Approval:** Glen A. Martel, ACM

AGREEMENT/CONTRACT
FOR
CONCRETE SIDEWALK CONSTRUCTION & REPAIR
(LOCAL CONTRACT NO. 19-306)

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT MADE, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and Brooks Concrete Inc. hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide concrete pavement lifting as outlined in EXHIBIT A. For having provided said services, the CITY agrees to pay the CONTRACTOR compensation as stated in the sections to follow. The terms and conditions of this Agreement shall take precedence over all attachments. Any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR are intentionally excluded from this Agreement and will not be enforceable against the CITY.

**SECTION II
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The CITY shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III
TERM AND TERMINATION**

This AGREEMENT is effective October 12, 2018 and remains in effect for one (1) year from the effective date, unless sooner terminated under the terms of this AGREEMENT. Upon expiration of the initial term on October 11, 2019, this AGREEMENT may be renewed for three additional one-year options with the same terms and conditions.

The CITY reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

**SECTION IV
COMPLIANCE AND STANDARDS**

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate

with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

Force Majeure. Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts 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 prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the services order without penalty.

SECTION V THE CONTRACTOR'S COMPENSATION

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed \$1,600,000.00.

The City of Missouri City reserves the right to make changes in plans or specifications or to decrease or increase the quantity of work to be performed or materials equipment or supplies to be furnished. Change orders at the sole discretion of the City of Missouri City. The original contract price may not be increased by more than 25% without the consent of the contractor.

SECTION VI TIME OF PAYMENT

Payment by the CITY to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY.

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

Invoices shall be submitted via electronic mail to the following address:

City of Missouri City
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489
accountspayable@missouricitytx.gov

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the CITY'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent (1%) percent; and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

The CITY shall notify a vendor of an error in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice. If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue. If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.

SECTION VII TERMINATION

The CITY may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the CITY in the event the CITY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the CITY shall pay the CONTRACTOR all amounts due up to the time of termination.

SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given

in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

BROOKS CONCRETE INC.
ATTN: Chris Brooks – Vice President
4018 Allen Genoa Road
Pasadena, TX 77504
sales@brookskoncreteinc.com
713.947.8440

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City
Attn: Procurement and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489
purchasing@missouricitytx.gov

SECTION IX LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the CITY and 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 materials testing 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.

SECTION IX SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such 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

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 X MEDIA

Contact with the news media shall be the sole responsibility of the CITY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

SECTION XI AUTHORITY OF CITY PROJECT MANAGER

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work 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 XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

SECTION XIII FISCAL FUNDING

The CITY'S fiscal year is October 1st through September 30th.

If this contract extends beyond September 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION XIV INSURANCE REQUIREMENTS

If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, a current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document.

POLICY REQUIREMENTS (IF APPLICABLE)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the CITY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$100,000.00;
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence; and
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the CITY 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;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) Provide for notice to the CITY at the address shown in this Agreement;
- (d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and
- (e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to

the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

NOTICES

All notices shall be given to the CITY at the following address:

City of Missouri City
Purchasing and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489

APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

SECTION XV PROHIBITION ON BOYCOTTING ISRAEL

Pursuant to Section 2270.002, Texas Government Code, the 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 the contract. 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 and will not boycott Israel during the term of this Agreement.

SECTION XVI 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 XVII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

SECTION XVIII 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.

SECTION XIX BONDS

BID BOND

If the total estimated contract amount exceeds \$50,000.00, a Bid Bond from an acceptable Surety Company authorized to transact business in the State of Texas, in the total amount of not less than five percent (5%) of the maximum amount of the bid payable without recourse to the City of Missouri City, Texas, must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute required bonds on the forms provided. The bid security will be forfeited to the owner by the Bidder as liquidated damages if the bidder fails to execute and deliver a contract and bonds as required. The Cashier's Check or Certified Check or Bidder's Bond shall be enclosed in a separate envelope clearly marked and attached to the envelope containing the bid.

PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

Per Sec. 2253.021 of the Texas Local Government Code, when the City makes a public work contract with a prime contractor, the City shall require the contractor, before beginning the work, to execute bonds with the City. Upon notice of award, the successful bidder shall provide:

PERFORMANCE BOND: If the "Total Contract Amount" amount shown on the Bid Sheet – Exhibit "A" is \$100,000 or greater, the performance bond shall be 100% of that amount. If the "Total Contract Amount" amount shown on Bid Sheet – Exhibit "A" is less than \$100,000 a performance bond is not required. The performance bond shall be for a one year term. A new bond shall then be submitted each year if the contract is extended or renewed for an additional term. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

PAYMENT BOND: If the "Total Contract Amount" amount shown on the Bid Sheet – Exhibit "A" is \$50,000 or greater, the payment bond shall be 100% of that amount. If the "Total Contract Amount" amount shown on Bid Sheet – Exhibit "A" is less than \$50,000 a payment bond is not required. The payment bond shall be for a one year term. A new bond shall then be submitted each year if the contract is extended or renewed for an additional term. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City must be payable to the City of Missouri City and in the form provided in Section X of this document.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

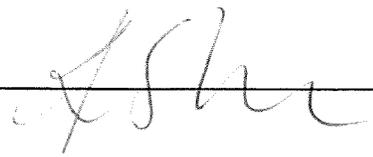
**SECTION XX
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Missouri City, Texas on the 11th day of October, 2018.

Reviewed by: 
Shannon Pleasant, CTPM - Procurement & Risk Manager

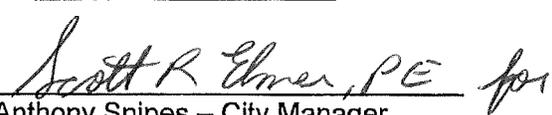
Department Director:  Date: 10/12/18

BROOKS CONCRETE INC.


Chris Brooks - Vice President

10/11/2018
Date

CITY OF MISSOURI CITY


Anthony Snipes - City Manager

10-11-18
Date

Scott Elmer - Assistant City Manager

Date

EXHIBIT A

BID SHEET - Concrete Sidewalk Construction and Repair Rebid CSP # 19-306					
Please note all items herein are to include all labor, materials and freight, complete for the unit price.					
Item No.	Est Qty	Unit	Description	Unit Price	Extended Price
1	10	EA.	Manhole Adjustments	\$ 100.00	\$ 1,000.00
2	20	EA.	Wheelchair Ramp, Standard, New	\$ 550.00	\$ 11,000.00
3	20	EA.	Wheelchair Ramp, Standard, Removal & Replacement	\$ 750.00	\$ 15,000.00
4	4,000	EA.	Bricks, Truncated, for Wheelchair Ramps	\$ 2.50	\$ 10,000.00
5	1,000	S.F.	Sidewalk, New, 6" Thick	\$ 5.18	\$ 5,180.00
6	1,000	S.F.	Sidewalk, New, 4" Thick	\$ 4.98	\$ 4,980.00
7	50,000	S.F.	Sidewalk, Removal & Replacement, 4" Thick	\$ 5.88	\$ 294,000.00
8	1,000	S.F.	Sidewalk, Removal & Replacement, 6" Thick	\$ 6.07	\$ 6,070.00
9	1,000	L.F.	6" Concrete Curb New	\$ 6.28	\$ 6,280.00
10	200	EA.	Tree Root Removal (Unit price shall not be less than \$ 200.00)	\$ 200.00	\$ 40,000.00
11	1,000	S.F.	Sod, block	0.45	450.00
				Sub Total	Total Contract Amount
				\$ 1,631.34	\$ 393,960.00

EXHIBIT B
AFFIDAVIT

I, Chris Brooks
being an adult over the age of eighteen (18) years and the undersigned authorized representative
of Brooks Concrete, Inc
(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:

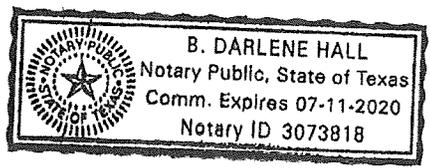
- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled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

Signature *Chris Brooks*

Date 10/11/2018

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was acknowledged before me this 11th day of October, 2018,
by Chris Brooks.



B. Darlene Hall
Notary Public, State of Texas



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(e) Consider withdrawing authorization for the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 12646 Grove Park Drive and 12622 Grove Park Drive.
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

This item seeks the City Council's withdrawal of its authorization for the City Attorney's Office to initiate civil code enforcement proceedings under Chapter 54 of the Texas Local Government Code because the filing of such lawsuits is no longer necessary or recommended.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

At the regular meeting of the City Council held on May 18, 2015, the City Council voted to authorize the City Attorney's Office to initiate civil proceedings against three properties within the City and their owners in District Court for different violations of the Missouri City Code. One of the properties was 12646 Grove Park Lane, which, after being inspected under the authority of an administrative search warrant, was alleged to, among other violations, be the location of an occupied residence with no connected water and sewer services. After further investigation, it was determined that the structure at 12646 Grove Park Lane was unoccupied, negating the necessity to enforce any Code violation through the civil enforcement process.

At the regular meeting of the City Council held on November 4, 2019, the City Council voted to authorize the City Attorney's Office to initiate civil proceedings against 12622 Grove Park Lane for a violation of Section 10-69(7) of the Missouri City Code, which provides, "[a]ny person who keeps bees or allows bees to colonize on his property in such a manner as to interfere with the peaceful enjoyment of adjacent property or otherwise endangers the health and safety of others" is a public nuisance and an unlawful condition. On March 20, 2020, staff reached out to the resident who made the initial complaint about the bees to assess the condition of the subject property then existing, and such complainant indicated that it appeared the violation had been abated. A subsequent inspection conducted under the authority of a warrant on April 16, 2020, confirmed that no bees were visible at that time and that a third party had taken action to seal the portions of the structure in which bees were entering and exiting the premises in order to nest within the structure.

Because the City Code violations present on these two properties have been corrected, this item withdraws the City Council's authority for the City to initiate lawsuits, as the conditions that would give rise to such lawsuits under Chapter 54 no longer exist.

BUDGET ANALYSIS

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. Photographs of correction of violation at 12622 Grove Park Drive.

STAFF'S RECOMMENDATION

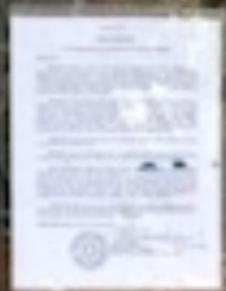
Staff recommends withdrawing authorization for the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 12646 Grove Park Drive and 12622 Grove Park Drive.

Director Approval:

E. Joyce Iyamu, City Attorney

Assistant City Manager/City Manager Approval:

Bill Atkinson, Assistant City Manager









CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 9(f) Consider authorizing the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 4402 Ringrose Drive.
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

Staff has identified a number of conditions that violate the Missouri City Code located at 4402 Ringrose Drive (the "Property"). Chief among them are conditions that could bring about substantial danger of injury or an adverse health impact to the general public, including an unsanitary swimming pool and accumulation of mildew on the Property's main structure. Staff requests authorization to initiate civil proceedings against the owner of the Property, or his representative, and against the Property itself, in order to enforce City ordinances for the offenses covered by Chapter 54 of the Texas Local Government Code, and to seek civil penalties for the ordinance violations and any other relief the court deems appropriate to remedy such violations.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

The residential structure located at the Property is occupied. Despite multiple City inspections and notices, and violations filed in municipal court in October, 2017, and September, 2019, for offenses involving high weeds or brush, an unsanitary swimming pool, and an unsanitary exterior structure, the Property's owner has failed to address some of the more serious issues and bring his Property into compliance with the City Code.

Chapter 54 of the Texas Local Government Code authorizes a home rule municipality to bring a civil action against a property owner, his representative with control over the premises, or the property itself in a district court or county court at law to enforce a city's ordinances necessary to protect health, life, and property and to preserve the good government, order and security of such city and its inhabitants. Such remedy is available to enforce ordinances specifically relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

City staff recommends that the City initiate civil proceedings against the Property owner or his representative, and against the Property itself in the District Court of Fort Bend County to (1) enforce the City's ordinances that are able to be enforced by Chapter 54; (2) seek civil penalties; and (3) request an injunction ordering compliance with City ordinances. The City may file a lis pendens with the Fort Bend County Clerk, and a subsequent purchaser or mortgagee who acquires an interest in the Property takes such Property subject to the enforcement proceeding and subsequent orders of the court.

BUDGET ANALYSIS

The cost of litigation may include, but is not limited to, court costs, service of process fees, and costs for mediation or deposition. Actual cost to remedy the violations may include the cost of draining or cleaning the swimming pool or washing the structure to remove mildew, if applicable.

SUPPORTING MATERIALS

1. Photographs of violations
2. Draft Notice letter to property owner

STAFF'S RECOMMENDATION

Staff recommends authorizing the initiation of civil proceedings against the Property owner or his representative, and against the Property itself, in the District Court of Fort Bend County or other court of appropriate jurisdiction, to enforce the City's ordinance by seeking civil penalties, injunctive relief, or any other relief necessary to remedy the Code violations as appropriate.

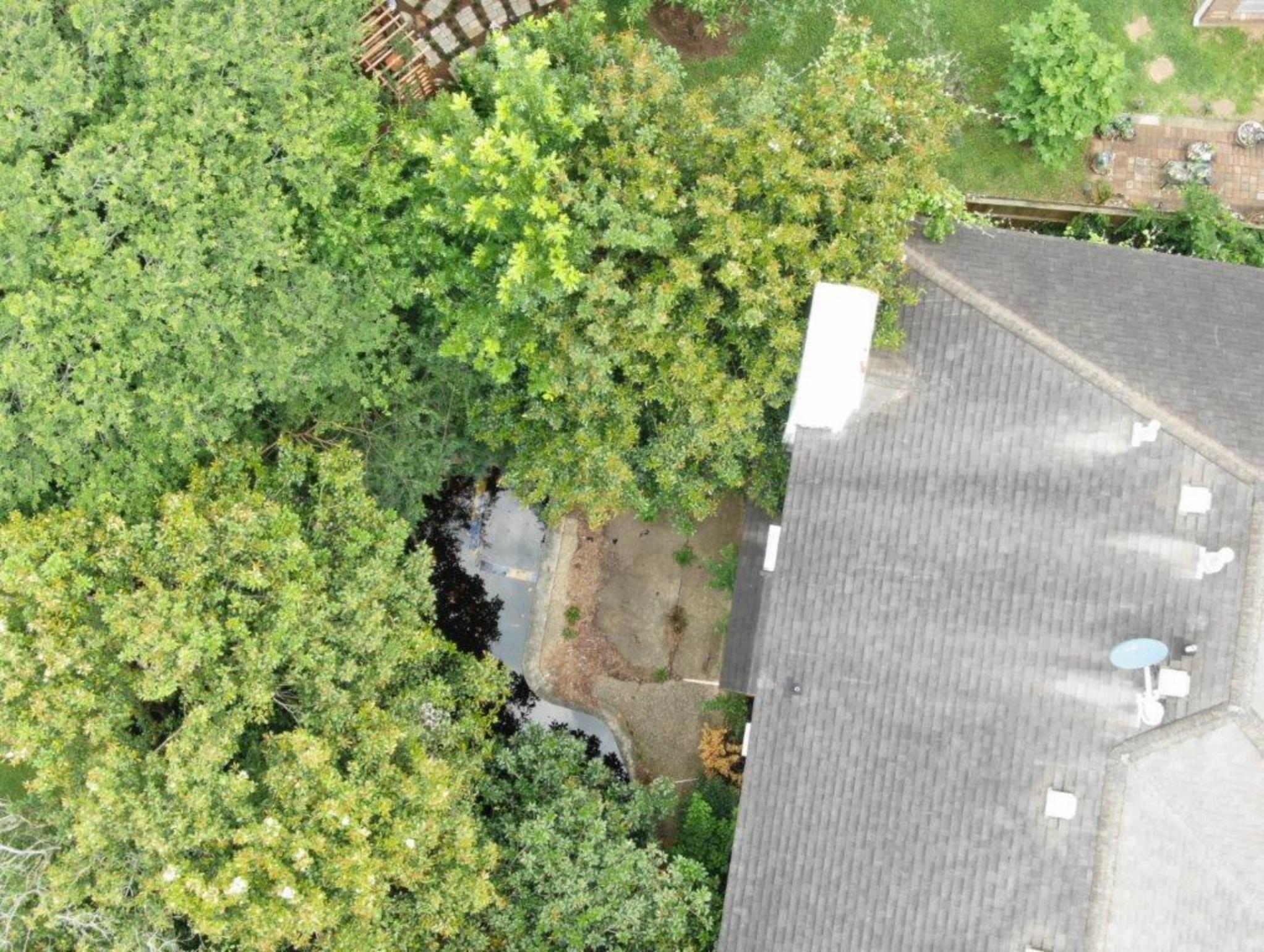
Director Approval:

E. Joyce Iyamu, City Attorney

Assistant City Manager/City Manager Approval:

Bill Atkinson, Assistant City Manager



















04/29/2020



04/29/2020



Police Department – Code Enforcement Division

3849 Cartwright Rd.
Missouri City, Texas 77459

Phone: 281.403.8500
www.missouricitytx.gov

July 7, 2020

Via CMRRR
and first class mail

Richard Haase
4402 Ringrose Drive
Missouri City, Texas 77459

Re: 4402 Ringrose Drive

Dear Mr. Haase,

I am writing to express the City of Missouri City's (the "City") concern with the condition of the property located at 4402 Ringrose Drive, Missouri City, Texas (the "Property"). As a person with an ownership interest in the Property, you are responsible for maintaining the Property in a safe and sanitary condition. The Property is in violation of the City's Code of Ordinances, which may create health and safety problems for the neighbors and the general public. The ordinance violations existing on the property is listed below. This letter does not purport to contain a complete list of all of the violations.

The following violations of the Missouri City Code exists or has existed on the Property:

1. Failure to maintain a swimming pool in a clean and sanitary condition, and in good repair, in violation of Section 303.1 of the 2015 International Property Maintenance Code as adopted in Section 14-371 of the Missouri City Code.
2. Failure to maintain the exterior of a structure in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare, in violation to Section 304.1 of the 2015 International Property Maintenance Code as adopted in Section 14-371 of the Missouri City Code.

A copy of the relevant ordinance provision that has been violated is attached to this letter.

According to the real property records of Fort Bend County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the

CITY OF MISSOURI CITY

affidavit, it will be presumed that you own the property described in this notice, even if you do not.

Please note that a suit may be filed in district court requesting injunctive relief if you fail to take all actions necessary to remedy the ordinance violations on your property. Also, note that the City may seek civil penalties of up to \$1,000 a day for each violation. Remedies may be requested under other law if necessary and appropriate. The City may, additionally or in lieu of a civil suit, file class C misdemeanor complaints for all of the violations existing on the property.

Nothing in this letter should be construed as legal advice to you. Consult your own attorney. If you have questions or reasonable offers as to a prompt resolution of all of these matters, I can be reached at 281-403-8500. Failure to contact the City or to remedy the ordinance violations cited above will result in further enforcement action against you by the City in order to obtain compliance.

Sincerely,

Cynthia Rex
Code Enforcement Supervisor

Enclosures: Applicable sections of the Missouri City Code.

cc: Bill Atkinson, Assistant City Manager
Mike Berezin, Police Chief
E. Joyce Iyamu, City Attorney

Exhibit "A"

INTERNATIONAL PROPERTY MAINTENANCE CODE OF 2015

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CHAPTER 3: GENERAL REQUIREMENTS

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SECTION 303. SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming Pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

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SECTION 304. EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not pose a threat to the public health, safety or welfare.

MISSOURI CITY CODE OF ORDINANCES

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CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS

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ARTICLE X. - PROPERTY MAINTENANCE CODE

Sec. 14-371. International Property Maintenance Code adopted.

The 2015 edition of the International Property Maintenance Code and all appendices thereto as published by the International Code Council, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this chapter, save and except those provisions amended, deleted or added in section 14-372 of this chapter.



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 10(a) Consider an ordinance establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees, and amending the City's leave policy.
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

Pursuant to a request from the City Council, this ordinance provides a notification process to councilmembers regarding both discrimination and harassment reports made against officials appointed by the City Council, as well as grievance reports made in response to personnel actions taken by such officials. On staff's recommendation, the proposed ordinance also imposes a limit of six months from the issuance of a City employee's paycheck to report an alleged error on such paycheck and amends the leave policy to provide for notice to the HR director for certain employee absences.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team

BACKGROUND

Under the current Missouri City Personnel Policy, which was adopted in 2017 and amended thereafter, employees have a duty to report discrimination or harassment to (1) their immediate supervisor; (2) their department director; (3) the HR director; (4) the City Manager; or (5) the Mayor. In the event such a report is given regarding the actions of the City Manager, City Attorney, or City Secretary, this ordinance requires such person who receives such a discrimination or harassment report to notify the Mayor not more than twenty-four hours after that person receives a report or complaint, and also notify the City Council not later than the next Council meeting for which legal notice under the Open Meetings Act can be provided.

Similarly, if a grievance report is taken through the process set forth in the Personnel Policy regarding the actions of the City Manager, City Attorney, or City Secretary, this ordinance imposes a duty on that appointed official to report the grievance to the Mayor within twenty-four hours and to Council not later than the next Council meeting for which notice can be posted.

The ordinance also requires employees to report any perceived errors in their paychecks within six months of the issuance of the paycheck in dispute, or else the ability to report such error is waived to the extent that the error can be waived pursuant to federal law.

Finally, the ordinance amends the leave policy by requiring an employee to report any unforeseeable leave to the HR Director before such employee is absent for more than three consecutive days or a forty-eight hour shift if the Family Medical Leave Act is to be invoked, and in any case, supervisors are required to report absences of more than three days to the HR Director under the proposed ordinance.

BUDGET ANALYSIS

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. Changes marked

STAFF'S RECOMMENDATION

Approve the ordinance.

Director Approval:

E. Joyce Iyamu, City Attorney

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

Bill Atkinson, Interim City Manager

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS; AMENDING THE PERSONNEL POLICY OF THE CITY OF MISSOURI CITY; PROVIDING A PROCESS FOR CITY COUNCIL NOTIFICATION OF DISCRIMINATION, HARASSMENT, AND GRIEVANCE REPORTS REGARDING CERTAIN CITY OFFICIALS AND PROVIDING TIME LIMITS TO REPORT ERRORS IN EMPLOYEE PAYCHECKS AND TO NOTIFY THE CITY OF ANY UNFORSEEABLE LEAVE TAKEN OR ANTICIPATED UNDER THE FAMILY MEDICAL LEAVE ACT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, Section 3.17 of the City of Missouri City Charter (“Charter”) grants the City Council of the City of Missouri City (“City Council”) the power to make investigations into the affairs of the City of Missouri City (“City”) and the conduct of any City department, division, or office; and

WHEREAS, Section 4.06.E of the Charter provides that the City Manager shall prepare personnel rules and the City Council will, by ordinance, adopt such rules with or without amendment; and

WHEREAS, the Interim City Manager has, at the request of the City Council, proposed a revision to the rules regarding the discrimination and harassment investigation process; and

WHEREAS, the Interim City Manager has also proposed a revision to the rules regarding the reporting of potential errors on the paychecks of City employees; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to consider the City Manager’s proposed revisions and amend the personnel policy; and

WHEREAS, such action furthers Strategic Plan 2019 Goal No. 4 by developing a high performance city team; 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. *Policy amendment, Chapter 4.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by adding a new subsection 4.3.3 of Section 4.3 of Chapter 4 of Exhibit “A” to provide as follows:

“Missouri City Personnel Policy

. . . .

CHAPTER 4: DISCRIMINATION AND HARASSMENT

. . . .

4.3 Procedure

. . . .

4.3.3 Notice to City Council of Report Regarding Appointed Officials

If an employee’s immediate supervisor or Department Director, the HR Director, or the City Manager receives a report of a potential violation of the protections in this policy under subsection 4.3.1 herein, such person shall notify the Mayor of such report if the person alleged to have committed the violation is the City Manager, City Attorney, or City Secretary in writing and within twenty-four hours after he receives such report.

Any person designated to receive a report of a potential violation of the protections in this policy under subsection 4.3.1 herein shall notify the City Council of such report if the person alleged to have committed the violation is the City Manager, City Attorney, or City Secretary no later than at the next properly called meeting of the City Council for which notice can be provided under Subchapter C of Chapter 551 of the Local Government Code, as such Subchapter may be amended, after such person receives a report.”

Section 3. *Policy amendment, Chapter 5.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by deleting Section 5.2 of Chapter 5 of Exhibit “A” thereof, and substituting therefor a new Section 5.2 of Chapter 5 of Exhibit “A” to provide as follows:

“Missouri City Personnel Policy

. . . .

CHAPTER 5: COMPENSATION AND BENEFITS

. . . .

5.2 Errors on Paychecks

Employees should examine each paycheck and direct deposit notice. If an employee believes there is an error in his pay, including, but not limited to, a deduction that has been incorrectly assessed, the employee should promptly report the matter to his supervisor, who shall coordinate with HR and the Finance Department. Any such error shall be reported in the manner provided in this Section within six months of the date that the paycheck containing the alleged error was issued. Employees waive any and all claims for damages for an error in pay reported after either six months after the date on which the paycheck containing the alleged error was issued, or, if applicable, within the limitations periods described in 29 U.S. Code § 255, as such Section may be amended. The City will not retaliate against an employee for making such a report in good faith, and encourages employees to do so.”

Section 4. *Policy amendment, Chapter 8.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by deleting Section 8.4 of Chapter 8 of Exhibit “A” thereof, and substituting therefor a new Section 8.4 of Chapter 8 of Exhibit “A” to provide as follows:

“Missouri City Personnel Policy

. . . .

CHAPTER 8: FAMILY MEDICAL LEAVE ACT

. . . .

8.4 Requests for Leave

Whenever leave is taken or anticipated to be taken that may be subject to the FMLA, the employee should fill out a FMLA leave request form. When the need for leave is foreseeable, the employee must provide the City with at least 30 days advanced written notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice to the HR Director within twenty-four (24) hours after being absent from work on sick leave for three (3) consecutive days or a forty-eight (48) hour shift. Employees must give the City sufficient information for it to make a determination as to whether the employee’s absence is an FMLA-qualifying event. An employee’s supervisor shall notify the HR Director of any employee under his or her supervision who fails to report to work for three (3) consecutive days or more by the close of business on the fourth day after the last day the employee reported to work. Employees shall not be retaliated against for requesting or taking FMLA leave. Employees should report any alleged retaliation to HR immediately.

Section 5. *Policy amendment, Chapter 13.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by deleting Section 13.1 of Chapter 13 of Exhibit “A” thereof, and substituting therefor a new Section 13.1 of Chapter 13 of Exhibit “A” to provide as follows:

“Missouri City Personnel Policy

. . . .

CHAPTER 13: GRIEVANCES

13.1 Grievance Report

An employee, other than a Department Director, an Assistant City Manager, or an appointed official, who is formally disciplined or to whom other personnel action has been taken may file a written grievance report as set forth herein. The report must be filed within 30 days of the action at issue.

An employee must first report any grievance(s) to the employee's supervisor. If the employee needs assistance in putting the grievance(s) in writing at any point in the grievance process, the employee may request assistance from his immediate supervisor or any supervisor in his chain of command (other than the City Manager), and that assistance will be provided.

If a grievance report is filed regarding a disciplinary or other personnel action taken by the City Manager, City Attorney, or City Secretary, such appointed official, as applicable, shall notify the Mayor in writing and within twenty-four hours after such appointed official learns of the grievance. Such appointed official shall also notify the City Council of such grievance report no later than at the next properly called meeting of the City Council for which notice can be provided under Subchapter C of Chapter 551 of the Texas Government Code, as such Subchapter may be amended, after such appointed official learns of the grievance.

The grievance report should include the following information:

- a. The employee's name and position title;
- b. The employee's supervisor's name and position title;
- c. The specific basis for the employee's grievance;
- d. The employee's desired outcome of the grievance report; and
- e. Whether the employee has previously reported the grievance to anyone and if so, when and to whom."

Section 6. *Repeal.* All ordinances or parts of ordinances in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 7. *Administrative procedures authorized.* The City Manager is hereby authorized to prepare and administer procedures and take such actions as are consistent with the provisions of this Ordinance and the Personnel Policy of the City of Missouri City, Texas.

Section 8. *Severability.* In the event any 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 6th day of July, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

Missouri City Personnel Policy

. . . .

CHAPTER 4: DISCRIMINATION AND HARASSMENT

. . . .

4.3 Procedure

4.3.1 Responsibility of Employees

Any employee who is subject to, a witness to, or becomes aware of any conduct that might be considered a violation of the protections in this policy (including discrimination, harassment, or retaliation) must report the incident in a timely manner. The employee should make the report to (1) the employee's immediate supervisor, (2) the employee's Department Director, (3) the HR Director, (4) the City Manager, or (5) the Mayor. Employees have the right to bypass the chain of command in selecting which person to whom to make a complaint. Informing the person alleged to be violating the policy that the conduct is unwelcome does not constitute a report under this Section. If the person alleged to be violating the policy is one of the persons listed above, the employee must notify a different person in the list so that the matter is appropriately addressed. An employee should not assume that others who witnessed the conduct will know that the conduct is unwelcome and report it in accordance with this Section. Employees must therefore report the conduct regardless of whether or not any other employees were witnesses. Employees should be prepared to provide the following information in connection with the complaint:

- a. The employee's name and position title;
- b. The name(s) of the person or persons committing the violation, including their titles (if known);
- c. The specific nature of the violation, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the behavior, or any other threats made against the employee as a result of the behavior;
- d. Names of witnesses to the violation; and
- e. Whether the employee has previously reported such violation and, if so, when and to whom.

Employees are not only encouraged to report instances of violations of this policy, they are obligated to do so. Employees are obligated to cooperate in every aspect of an investigation under this policy, including, but not limited to, coming forward with any relevant evidence, answering questions of an investigator, and fully and truthfully making a written report when required to do so by an investigator.

4.3.2 Investigation

After an incident described by this policy has been reported, HR will coordinate with the City Manager. The City Manager may delegate the investigation to another City employee or to an independent contractor at his discretion. In the event the complaint is against the City Manager, the Mayor shall delegate the investigation to a City employee or to an independent contractor. An investigation shall be conducted, and when appropriate, local law enforcement officials will be involved to ensure the safety of employees. An employee who is found to have engaged in conduct in violation of this policy is subject to appropriate disciplinary action, including termination of employment. A written record of all disciplinary action taken, including, but not limited to a verbal reprimand, shall be kept in the employee's personnel file.

4.3.3 Notice to City Council of Report Regarding Appointed Officials

If an employee's immediate supervisor or Department Director, the HR Director, or the City Manager receives a report of a potential violation of the protections in this policy under subsection 4.3.1 herein, such person shall notify the Mayor of such report if the person alleged to have committed the violation is the City Manager, City Attorney, or City Secretary in writing and within twenty-four hours after he receives such report.

Any person designated to receive a report of a potential violation of the protections in this policy under subsection 4.3.1 herein shall notify the City Council of such report if the person alleged to have committed the violation is the City Manager, City Attorney, or City Secretary no later than at the next properly called meeting of the City Council for which notice can be provided under Subchapter C of Chapter 551 of the Local Government Code, as such Subchapter may be amended, after such person receives a report.

. . . .

CHAPTER 5: COMPENSATION AND BENEFITS

. . . .

5.2 Errors on Paychecks

Employees should examine each paycheck and direct deposit notice. If an employee believes there is an error in his pay, including, but not limited to, a deduction that has been incorrectly assessed, the employee should promptly report the matter to his supervisor, who shall coordinate with HR and the Finance Department. Any such error shall be reported in the manner provided in this Section within six months of the date that the paycheck containing the alleged error was issued. Employees waive any and all claims for damages for an error in pay reported after either six months after the date on which the paycheck containing the alleged error was issued, or, if applicable, within the limitations periods described in 29 U.S. Code § 255, as such Section may be amended. The City will not retaliate against an employee for making such a report in good faith, and

encourages employees to do so.

. . . .

CHAPTER 8: FAMILY MEDICAL LEAVE ACT

. . . .

8.4 Requests for Leave

Whenever leave is taken or anticipated to be taken that may be subject to the FMLA, the employee should fill out a FMLA leave request form. When the need for leave is foreseeable, the employee must provide the City with at least 30 days advanced written notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice ~~as soon as practicable~~ to the HR Director within twenty-four (24) hours after being absent from work on sick leave for three (3) consecutive days or a forty-eight (48) hour shift. Employees must give the City sufficient information for it to make a determination as to whether the employee's absence is an FMLA-qualifying event. An employee's supervisor shall notify the HR Director of any employee under his or her supervision who fails to report to work for three (3) consecutive days or more by the close of business on the fourth day after the last day the employee reported to work. Employees shall not be retaliated against for requesting or taking FMLA leave. Employees should report any alleged retaliation to HR immediately.

. . . .

CHAPTER 13: GRIEVANCES

13.1 Grievance Report

An employee, other than a Department Director, an Assistant City Manager, or an appointed official, who is formally disciplined or to whom other personnel action has been taken may file a written grievance report as set forth herein. The report must be filed within 30 days of the action at issue.

An employee must first report any grievance(s) to the employee's supervisor. If the employee needs assistance in putting the grievance(s) in writing at any point in the grievance process, the employee may request assistance from his immediate supervisor or any supervisor in his chain of command (other than the City Manager), and that assistance will be provided.

If a grievance report is filed regarding a disciplinary or other personnel action taken by the City Manager, City Attorney, or City Secretary, such appointed official, as applicable, shall notify the Mayor in writing and within twenty-four hours after such appointed official learns of the grievance. Such appointed official shall also notify the City Council of such grievance report no later than at the next properly called meeting of the

City Council for which notice can be provided under Subchapter C of Chapter 551 of the Texas Government Code, as such Subchapter may be amended, after such appointed official learns of the grievance.

The grievance report should include the following information:

- a. The employee's name and position title;
- b. The employee's supervisor's name and position title;
- c. The specific basis for the employee's grievance;
- d. The employee's desired outcome of the grievance report; and
- e. Whether the employee has previously reported the grievance to anyone and if so, when and to whom.

Document comparison by Workshare on Thursday, May 14, 2020 4:34:38 PM

Input:	
Document 1 ID	Personnel Policy Ordinance Discrimination, Harassment Report and Paycheck Error Amendment O.doc
Description	
Document 2 ID	Missouri City Personnel Policy 2020 changes ver 7 revised.docx
Description	
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:		
No.	Change	Text
1	Insertion	4.3.3 Notice to City...Appointed Officials
2	Insertion	If an employee's...he receives such report.
3	Insertion	Any person designated to...receives a report.
4	Insertion	HR and the Finance Department. Any such error shall be...Section may be amended. The City will not retaliate against
5-6	Change	the employee must provide notice as soon as practicable to the HR Director within...(48) hour

		shift . Employees must give the City sufficient
7	Insertion	whether the employee's absence is an FMLA-qualifying
8	Insertion	FMLA-qualifying event . An employee's...reported to work . Employees shall not be retaliated
9	Insertion	If a grievance report is...of the grievance .

Statistics:	
	Count
Insertions	8
Deletions	1
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	9



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 10(b) Consider an ordinance deleting provisions relating to certain municipal court fees
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

Because of the actions of the 86th Texas Legislature in 2019, certain provisions in Chapter 62 of the Missouri City Code relating to court fees are now unnecessary because each of three fees named in the City Code have been eliminated or consolidated into a court fee for which an ordinance is not required to collect. This item brings Chapter 62 of the Missouri City Code into compliance with state law.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City government.

BACKGROUND

In 2019, the 86th Texas Legislature adopted Senate Bill 346 ("SB 346"), which consolidated and restructured criminal court fees across multiple state codes. SB 346 eliminated the requirement of municipalities to create a municipal court building security fund and a municipal court technology fund by ordinance pursuant to Texas Code of Criminal Procedure Sections 102.017 and 102.0172, respectively, and created a local consolidated court fee for the provision of such funds. The bill also eliminates the juvenile case manager fund. Therefore, SB 346 has removed the need to maintain Sections 62-13, 62-14, and 62-15 of the Missouri City Code, providing for the assessment of fees to be paid into the building security, court technology, and juvenile case manager funds. This ordinance simply repeals those sections to bring the City Code into consistency with state law with respect to municipal court fees.

BUDGET ANALYSIS

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. Changes marked document

STAFF'S RECOMMENDATION

Staff recommends adopting the ordinance.

Director Approval:
Assistant City Manager/City Manager Approval:

E. Joyce Iyamu, City Attorney
Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-20-__

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
AMENDING CHAPTER 62, MUNICIPAL COURT, OF THE MISSOURI
CITY CODE; REPEALING CERTAIN MUNICIPAL COURT FEES;
PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, In 2019, the 86th Texas Legislature adopted Senate Bill 346 (“SB 346”), which eliminated the requirement of municipalities to create a municipal court building security fund and a municipal court technology fund by ordinance pursuant to Texas Code of Criminal Procedure Sections 102.017 and 102.0172, respectively, and created a local consolidated court fee for the provision of such funds; and

WHEREAS, SB 346 also eliminated the juvenile case manager fund; and

WHEREAS, such provisions have removed the need to maintain Sections 62-13, 62-14, and 62-15 of the Missouri City Code, providing for the assessment of fees to be paid into such funds; 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. The Missouri City Code is hereby amended by deleting Sections 62-13, 62-14, and 62-15 thereof.

Section 3. *Repeal.* Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 4. *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 6th day of July, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day
of _____, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

Chapter 62 - MUNICIPAL COURT

Sec. 62-1. - Division of court.

Pursuant to Charter § 4.03, the municipal court is divided into three panels.

Sec. 62-2. - General powers and duties.

The powers and duties of each of the panels of the municipal courts shall be those defined and designated by the laws of the state and the Charter and ordinances of the city.

Sec. 62-3. - Jurisdiction.

Each of the panels of the municipal courts shall have and exercise concurrent jurisdiction within the city limits, and such jurisdiction shall be the same as is now or hereafter may be conferred upon all municipal courts by the general laws of this state.

Sec. 62-4. - Offices of judge established.

There are hereby created three offices of judge.

Sec. 62-5. - Municipal court.

(a) There shall be established and maintained a court, designated as a "municipal court" for the trial of misdemeanor offenses, with all such jurisdiction, powers and duties as are now, or may hereafter be prescribed by laws of the State of Texas relative to municipal courts.

(b) The municipal court shall be presided over by a magistrate who shall be known as the "judge of the municipal court." The council may, by ordinance, divide the municipal court into two or more panels or divisions, one of which shall be presided over by the presiding judge. Each additional panel or division shall be presided over by an associate judge, who is a magistrate with the same powers as the presiding judge. The judge or judges for said court shall be appointed for a term of two years by the council but may be removed or replaced, at any time, at the discretion of the council, by vote of the majority of the entire council. Each judge shall be an attorney licensed and practicing in the State of Texas and shall receive such salary as may be fixed by the council.

(c) The city attorney or his assistant shall serve in the capacity of city prosecutor in the municipal court.

(d) There shall be a clerk of said court and such deputy clerks as may be authorized by the council and appointed by the city manager.

(e) The clerk of said court and deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts usual, and necessary to be performed, by the clerk of courts, in issuing process of said courts, and conducting the business thereof.

(f) In case of the disability or absence of the judge of the municipal court, the council shall appoint a qualified person as provided in subsection (b) of this section to act as judge of the municipal court.

(g) All costs and fines imposed by the municipal court shall be paid into the city treasury for the use and benefit of the city.

Sec. 62-6. - Division established.

The division of municipal court is hereby placed under the department of general government.

Sec. 62-7. - Divisional director of municipal court.

The office of divisional director of municipal court is hereby created.

Sec. 62-8. - Conduct and operation of courts; transfer of cases; authority of judges and divisional director of municipal court.

The divisional director of municipal court shall facilitate the equitable scheduling of dockets. Municipal courts and the judges thereof may transfer cases from one court to another, and any judge of any such court may exchange benches and preside over any such court, subject to the approval of the judge of each municipal court affected by such transfer or exchange. Any judge of any municipal court shall exercise complete judicial authority over the judgments, orders and process of his court, the trial of cases therein, and the conduct of persons attending thereon.

Sec. 62-9. - Appointment of temporary judges.

The city council shall have the power to appoint temporary judges of the municipal courts to serve whenever the presiding judge or an associate judge is temporarily unable to act.

Sec. 62-10. - Powers and duties of temporary judges; compensation.

The temporary judges of the municipal court shall act as judges of the municipal court, but only when the regular judge thereof is absent or unable to act for any reason. When so acting, a temporary judge may act or sit as judge of any panel, may exchange benches with other judges, may hear and decide cases of any such courts, or may transfer cases to or from any such panel. The temporary judges shall receive such salary as may be fixed by the city council.

Sec. 62-11. - Assessment of special expenses.

The presiding judge and any associate judge of the municipal court of the city may, after conviction and due notice, assess upon the defendant a special expense, not to exceed \$25.00, in accordance with V.T.C.A., Code of Criminal Procedure art. 45.203(c), for the issuance and service of a warrant of arrest for an offense committed under V.T.C.A., Penal Code § 38.10 (bail jumping and failure to appear), or under V.T.C.A., Transportation Code § 543.009 (violation of written promise to appear). Special expenses

collected pursuant to this section shall be paid into the city treasury for the use and benefit of the city.

Sec. 62-12. - Assessment of administrative fees.

The presiding judge and any associate judge of the municipal court of the city may assess the administrative fee described in V.T.C.A., Code of Criminal Procedure art. 45.0511, of not more than \$10.00, at the dismissal of certain misdemeanor charges upon completing a driving safety course. Fees collected pursuant to this section shall be paid into the city treasury for the use and benefit of the city.

~~**Sec. 62-13. - Assessment of security fee.**~~

~~The presiding judge and any associate judge of the municipal court of the city may require a defendant convicted of a misdemeanor offense to pay a security fee of \$3.00 as a cost of court in accordance with V.T.C.A., Code of Criminal Procedure art. 102.017. All costs collected pursuant to this section shall be paid into a fund to be known as the municipal court building security fund.~~

~~**Sec. 62-14. - Assessment of technology fee.**~~

~~The presiding judge and any associate judge of the municipal court of this city may require a defendant convicted of a misdemeanor offense to pay a court technology fund fee of \$4.00 as a cost of court in accordance with V.T.C.A., Code of Criminal Procedure art. 102.0172. All costs collected pursuant to this section shall be paid into a fund to be known as the municipal court technology fund.~~

~~**Sec. 62-15. - Assessment of juvenile case manager fee.**~~

~~The presiding judge and any associate judge of the municipal court of this city may require a defendant convicted of a fine-only misdemeanor offense to pay a court juvenile case manager fee of \$5.00 as a cost of court in accordance with V.T.C.A., Code of Criminal Procedure art. 102.0174. The presiding judge and any associate judge of the municipal court are authorized to waive the juvenile case manager fee in a case of financial hardship. All costs collected pursuant to this section shall be paid into a fund to be known as the juvenile case manager fund.~~



CITY COUNCIL AGENDA ITEM COVER MEMO

July 6, 2020

To: Mayor and City Council
Agenda Item: 11(a) Resolution ratifying and approving the City's participation in COVID-19 donation events
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

This item is being brought to the City Council at Mayor Ford's request in order to authorize the City's donation of items to entities or members of the public and direct City staff and volunteers to require waivers, prepare acceptance lists for donations, and perform quality control measures for donated items. The resolution also ratifies the previous donation events that the City has participated in thus far in response to the pandemic and declares a public purpose for the City's involvement in these events.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

Pursuant to Article III, section 52 of the Texas Constitution, the State Legislature "shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever." Case law regarding this provision has held that, should a city grant a thing of value to benefit an individual, the expenditure must serve a public purpose. Declaring a public purpose is a legislative function.

This resolution ratifies the events that the Mayor has hosted in weeks past that have distributed food and personal protective equipment to members of the public in response to the COVID-19 threat. It also authorizes the City to host and participate in similar charitable events in the future. The resolution directs staff to employ certain measures that achieve maximum benefit and efficiency in donation activities, such as requiring liability waivers upon donation, creating acceptance lists, and conducting quality control efforts, and also declares the public purpose for these events, as required by the Texas Constitution, as maintaining community goodwill, instilling trust in the City's civic institutions, creating a safer and more united community, and helping to slow the spread of the COVID-19 pandemic.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
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. Resolution

STAFF'S RECOMMENDATION

Adopt the resolution.

Director Approval:

E. Joyce Iyamu, City Attorney

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

Bill Atkinson, Interim City Manager

RESOLUTION NO. R-20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, RATIFYING AND AUTHORIZING CITY FOOD AND PERSONAL PROTECTIVE EQUIPMENT DISTRIBUTION EVENTS IN RESPONSE TO THE COVID-19 PANDEMIC, AND CONTAINING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, from time to time, the City of Missouri City (“City”) conducts or participates in certain charitable programs in which donated items or funds from community partners or members of the public are distributed to certain City residents or entities; and

WHEREAS, in December, 2019, a novel coronavirus that causes the disease now designated as “COVID-19,” was detected, and has since spread throughout the world; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, according to the Center for Disease Control, as of June 25, 2020, 2,336,615 cases and 121,117 deaths have been reported by 50 states and the District of Columbia in the United States of America; and

WHEREAS, the City Council of the City of Missouri City (“City Council”) finds it in the best interest of the residents of the City to participate in or host food and personal protective equipment donation events in response to the COVID-19 pandemic; and

WHEREAS, such events have heretofore been hosted by the Mayor and have taken place on April 16, 2020, in partnership with Texas Congressional District 9, Fort Bend County, and the City of Stafford; May 1, 2020, in partnership with the Harris County Judge and City of Houston Mayor; and June 27, 2020, in partnership with Bee Busy Wellness Center and the Houston Food Bank; and

WHEREAS, the City Council further finds that the City’s participation in such events furthers the City’s 2019 Strategic Plan goal of creating a great place to live; and

WHEREAS, the City Council has determined that the City’s participation in such events maintain community goodwill and instills trust in the City’s public safety and other civic institutions, creates a safer and more united community, and helps to slow the spread of the COVID-19 pandemic, thereby serving a public purpose; now therefore,

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

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

Section 2. The City Council of the City of Missouri City hereby ratifies the City’s participation and Mayor’s hosting of food and personal protective equipment distribution events

and authorizes the continued participation in similar COVID-19-related events in which donated items are distributed to certain Missouri City residents or entities.

Section 3. The officers, employees, and volunteers of the City of Missouri City are hereby authorized and directed to take such actions that achieve the maximum efficiency and benefit of such events, including, but not limited to, requiring releases of liability for the City, preparing acceptance lists for donations, and ensuring quality control for donated items.

Section 4. The City Council of the City of Missouri City hereby declares the City's participation in or hosting of such programs to serve a public purpose.

PASSED, APPROVED AND ADOPTED, this the 6th day of July, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



**Council Agenda Item
July 6, 2020**

12. CITY COUNCIL ANNOUNCEMENTS

Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.

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
