

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



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

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, May 21, 2018**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Administer the oath of office to certain members of the City of Missouri City's boards, committees, and commissions.
- (b) Proclaim the month of May 2018, as "Lupus Awareness Month" in the City of Missouri City, Texas.
- (c) Proclaim the week of May 6-12, 2018, as "Hurricane Preparedness Week" in the City of Missouri City, Texas.
- (d) Proclaim the week of May 20-26, 2018, as "National Public Works Week" in the City of Missouri City, Texas.

4. PUBLIC COMMENTS

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

5. STAFF REPORTS

- (a) City Manager announcements.

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 minutes of the special City Council meeting of April 30, 2018; the special and regular City Council meetings of May 7, 2018; and, the special City Council meeting of May 9, 2018.

- (b) Consider an ordinance amending Chapter 58, Motor Vehicles and Traffic, of the Missouri City Code; amending regulations related to the use of a wireless communication device while operating a motor vehicle; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance amending Chapter 18, Businesses, of the Missouri City Code; establishing regulations for massage establishments; providing a penalty; and consider the ordinance on the second and final reading.

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 city manager to execute an agreement for the reconstruction of Independence Boulevard (Segment 1) and Staffordshire Road.
- (b) Consider authorizing the city manager to execute an agreement for the materials testing services required for the reconstruction of Independence Boulevard (Segment 1) and Staffordshire Road.
- (c) Consider authorizing the city manager to negotiate and execute an agreement for veterinarian services for the Missouri City Animal Shelter.
- (d) Consider approval and authorization for the final Community Development Block Grant (CDBG) 2018 Program Year (PY) Annual Action Plan.

10. ORDINANCES

- (a) Consider an ordinance establishing temporary maximum speed limits and designating locations, dates and times for school zones located within the City for summer school; providing a penalty; declaring an emergency; and consider the ordinance on the first and final reading.

11. RESOLUTIONS

- (a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a tax abatement agreement by and between the City of Missouri City, Texas, and AX Park 8Ninety Castcom L.P. pertaining to certain personal property improvements to be located on a 6.13 acre tract of land located north of Buffalo Run Park, south of U.S. Highway 90A, east of Cravens Road, and west of the Sam Houston Tollway within Reinvestment Zone No. 16 in the City of Missouri City, Texas.
- (b) Consider a resolution ratifying the submission of a grant application to the Texas Department of Transportation for overtime activities by law enforcement to reduce the incidence of traffic injuries and fatalities.

12. CITY COUNCIL ANNOUNCEMENTS

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

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

13. CLOSED EXECUTIVE SESSION

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

14. RECONVENE

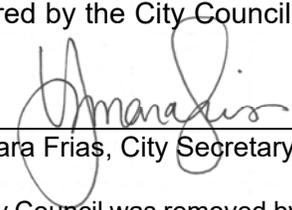
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN

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

CERTIFICATION

I certify that a copy of the May 21, 2018, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on May 18, 2018, at 4:00 p.m.



Yomara Frias, City Secretary Department

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

Signed: _____

Title: _____



**Council Agenda Item
May 21, 2018**

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 May 2018, as "Lupus Awareness Month" in the City of Missouri City, Texas.
- (c) Proclaim the week of May 6-12, 2018, as "Hurricane Preparedness Week" in the City of Missouri City, Texas.
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5. STAFF REPORTS

- (a) City Manager announcements.
-

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



YOLANDA FORD
Mayor Pro Tem
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, April 30, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Owen called the meeting to order at 7:02 p.m.

Those also present: Councilmembers Wyatt, Preston, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Elmer, Director of Development Services Spriggs, Director of Public Works Kumar, Director of Financial Services Atmore, Police Chief Berezin, Fire Chief Campbell, Director of Communications Walker, First Assistant City Attorney Kimeu, Assistant Director of Financial Services Jasper, Financial Analyst II Thomas, Fixed Assets/C.I.P Manager Chui, and Media Relations Specialist Stottlemeyer. Absent: Mayor Pro Tem Ford.

Mayor Owen requested agenda item 2c addressed at this time.

2. DISCUSSION/POSSIBLE ACTION

(c) Discuss the request to host a farmers market event at 2700 Lake Olympia Parkway.

Director of Development Services Spriggs stated the Farmers Market Partners, the event sponsors, were requesting City Council permission to utilize the grounds at 2700 Lake Olympia Parkway for the purposes of a seasonal farmers market to be held the first and third Saturdays of every month, between March 2018 and November 2018, from 10:00 a.m. until 2:00 p.m. The two-event-per-month frequency was not consistent with the allowances under the Special Events provisions of the Zoning Ordinance, thus Council authorization was required. The sponsors of this special event have agreed to ensure adequate parking based on the projected number of attendees. Alternative parking was arranged at Palmer Elementary and police security was provided to assist in assuring reasonable traffic flow with a minimum amount of congestion. A signage plan was also proposed within the project vicinity, including directional signage to alleviate any traffic impacts for the 4-hour event and to direct individuals toward alternative parking locations. Councilmember Wyatt requested such requests directed through the City Manager's Office. Councilmember Emery stated the majority of the feedback he received from the community was positive.

Councilmember Emery moved to approve the extension of the farmers market event at 2700 Lake Olympia through November 2018. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

City Council proceeded to address agenda item 2d at this time.

(d) Discuss the City's community event participation policy.

Assistant City Manager Atkinson presented an overview of the community event participation policy. He stated the policy was last amended in December 2017 and did not require that all three areas have 51% or

greater of Missouri City residents. Instead, it made it more flexible and provided that among one of the following, there have to be 51% or greater of Missouri City residents: on the organization's board; in the organization's membership; or, as participants in a proposed event. Additionally, the list of non-profit organizations that are recognized and automatically provided community organization status under the policy and exempted from the community organization requirements were: Access Health; Missouri City Green; Missouri City Parks Foundation; or, The Arc of Fort Bend County.

Councilmember Wyatt requested that similar events, such as the farmers market event, be addressed through the City Manager's Office. City Attorney Iyamu noted the community event participation policy was provided for in the Zoning Ordinance so if there is a desire to allow for the City Manager with additional flexibility under the policy, Staff could work with Development Services to draft an ordinance that would allow the City Manager to authorize certain special events. Councilmember Boney asked if any changes were requested from the policy. Assistant City Manager Atkinson stated no. Councilmember Wyatt stated City Council could provide Staff with proposed changes.

- (a) Presentation on the preliminary tax rolls and overview of the Fiscal Year 2019 budget process.

City Manager Snipes presented the budget and preliminary tax estimate overview. Director of Financial Services Atmore discussed the preliminary property values and fiscal year 2019 budget timeline.

- (b) Discuss the proposed Fiscal Year 2019 Capital Improvement Program (CIP).

Assistant City Manager Elmer addressed the 17-cent versus 18-cent equal principals and fiscal year 2018 project projections. Assistant City Manager Atkinson discussed the Fire Station # 6 projected timeline, should City Council authorize Staff to proceed. Councilmember Emery provided his support of Fire Station # 6.

Councilmember Boney moved to approve the 17-cent equal principal and Fire Station #6, as recommended by the City Manager. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

3. **ADJOURN**

The special City Council meeting adjourned at 8:45 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



YOLANDA FORD
Mayor Pro Tem
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, May 7, 2018**, at the City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Owen called the meeting to order at 5:42 p.m.

Those also present: Councilmembers Preston, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, and Assistant City Manager Elmer. Councilmember Wyatt arrived at 5:43 p.m. Mayor Pro Tem Ford arrived at 6:04 p.m.

2. CLOSED EXECUTIVE SESSION

After proper notice given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 5:45 p.m.

(a) 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:

- (1) Creekmont Community Association, Inc. and Rena Marshall vs. Allen Owen, in his official capacity as Mayor of the City of Missouri City, Texas, and Maria Jackson, in her official capacity as City Secretary (Harris County Cause No. 2017-05988 in the 125th Judicial District Court of Harris County, Texas).
- (2) Paul A. Kubosh v. Honorable Robert Richter, Jr., Judge, Municipal Court, Missouri City, Texas (Fort Bend County Cause No. 18-DCV-250081 in the 240th Judicial District Court of Fort Bend County, Texas).

(b) Texas Government Code, Section 551.072 – Deliberations on the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: roads.

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

3. RECONVENE

At 6:45 p.m., Council reconvened into open session.

Mayor Pro Tem Ford stepped away from the special City Council meeting.

Councilmember Maroulis moved to authorize the expenditure of up to \$1,000 for legal fees for Robert Richter, Jr.; and, require contracts for the municipal court judges moving forward. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

4. ADJOURN

The special City Council meeting adjourned at 6:47 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



YOLANDA FORD
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ANTHONY G. MAROULIS
Councilmember District C
FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING MINUTES

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

1. **ROLL CALL**

Mayor Owen called the meeting to order at 7:04 p.m.

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

2. The **PLEDGE OF ALLEGIANCE** was led by Girl Scout Troop 28173 Daisy Patrol.

3. **PRESENTATIONS AND RECOGNITIONS**

Mayor Owen proclaimed the week of May 6-12, 2018, as "Public Service Recognition Week" in the City of Missouri City, Texas; and, proclaimed the week of May 13-19, 2018, as "National Police Week" in the City of Missouri City, Texas.

4. **PUBLIC COMMENTS**

Bruce Zabovoswski, 7915 Chancel, spoke of the Fonmeadow subdivision street improvements and that he has started to see the City make a difference. He commended Golda Wilkins for her hard work at the Missouri City Animal Shelter. He also noted a phone glitch stating the City was closed when lines were busy.

Brenda Clark, 3418 La Costa Road, provided an update on the Missouri City Animal Control Center. She requested a full size washer and dryer and also thanked Golda Wilkins for her hard work.

5. **STAFF REPORTS**

City Manager Snipes stated the City sent notice to the citizens of hurricane season and preparedness. He also announced the City would celebrate its employees during Public Service Recognition Week with various events throughout the week. He invited everyone to the following upcoming events: 2nd Annual Mother's Day Cake Decorating event on May 12; Mayors Youth Commission graduation on May 17; Community Center Plaza ribbon cutting on May 18; 1st Family Fun Night Party on the Plaza on May 18; and the Fire Station No. 3 open house on May 19. Snipes thanked the following: Mayor Owen for presenting the proclamation on April 25, Denim Day, and attending the Oyster Creek Rotary Shrimp Boil on April 21; Councilmember Preston for partnering with various agencies for this year's Drug Symposium; the Missouri City Police Department for partnering with the Drug Enforcement Administration (DEA) in the drug take back program on April 28; Missouri City Green and staff for partnering on the paper shredding event on May 28; and Luke Parkers from the Boys Scouts of America who helped the Animal Shelter with donations. He recognized Dulles High School National Honors Society student Norika Prakaloff. Snipes gave kudos to Council and Staff for a successful State of the City event. He recognized the following employees for completing programs: Jonathan Sabrsula for completing the National Fire Academy and the Executive Fire Officers program; Adrianna Nixon for the National's Forum Mentorship program; and, Paul Wierzbicki for the Public Service Leadership and Interface Award.

6. CONSENT AGENDA

- (a) Consider approving minutes of the special City Council meetings of April 4, 2018 and April 5, 2018; and the special and regular City Council meeting of April 16, 2018.
- (b) Consider an ordinance amending Section 22, Violations and Penalties, of Appendix A, Zoning Ordinance, of the Missouri City Code; providing rules pertaining to minimum penalties for certain zoning violations; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance amending Chapter 10, Animals, of the Missouri City Code; amending regulations regarding the abandonment, surrender, and ownership of certain animals; providing a penalty; and consider the ordinance on the second and final reading.
- (d) Consider an ordinance creating investment Zone No. 18 for tax abatement purposes; encompassing an approximate 16.82-acre tract of land north of Willow Oak Drive, south of Buffalo Run, west of Fairway Pines Drive, and east of Willow Wisp Drive in the City of Missouri City, Texas; and consider the ordinance on the second and final reading.
- (e) Consider accepting the quarterly investment report for the period ending on March 31, 2018.

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

There were no **Zoning Public Hearings and Ordinances.**

7. PUBLIC HEARINGS AND RELATED ACTIONS

(b) Public Hearings and related actions

- (1) Public hearing to receive comments for or against proposed rates incorporated in the proposed settlement agreement for the provision of natural gas service by SiEnergy, LP, within the City of Missouri City; declaring a final determination of rates; requiring acceptance by SiEnergy, LP, of the rates prescribed therein; establishing an effective date; and consider a related ordinance on the first of two readings.

City Attorney Iyamu presented an overview.

Councilmember Emery moved to open the public hearing at 7:27 p.m. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Wyatt moved to close the public hearing at 7:28 p.m. and adopt the ordinance. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (1) Public hearing to receive comments for or against an ordinance amending Chapter 2, Administration; Chapter 34, Finance and Taxation; and Chapter 82, Subdivisions, of the Missouri City Code to change the name of the Finance Department to the Financial Services Department; providing a penalty; and consider the ordinance on the first of two readings.

Councilmember Maroulis moved to open the public hearing at 7:29 p.m. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Wyatt moved to close the public hearing at 7:30 p.m. and adopt the ordinance. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **APPOINTMENTS** and **AUTHORIZATIONS.**

Mayor Owen recognized a Boy Scout and a staff member from Senator Borris L. Miles' office in the audience.

10. ORDINANCES

- (a) Consider an ordinance amending Chapter 58, Motor Vehicles and Traffic, of the Missouri City Code; amending regulations related to the use of a wireless communication device while operating a motor vehicle; providing a penalty; and consider the ordinance on the first of two readings.

Councilmember Maroulis moved to adopt the ordinance. Mayor Pro Tem Ford seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider an ordinance amending Chapter 18, Businesses, of the Missouri City Code; establishing regulations for massage establishments; providing a penalty; and consider the ordinance on the first of two readings.

Councilmember Wyatt inquired on who would enforced such regulations. City Attorney Iyamu responded with the Missouri City Police Department and the Code Enforcement division.

Mayor Tem Pro Ford moved to adopt the ordinance. Councilmember Wyatt seconded. **MOTION PASSED UNANIMOUSLY.**

11. RESOLUTIONS

- (a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest an economic development agreement between the City of Missouri City, Texas, and Century Land Holdings of Texas, LLC pertaining to certain improvements to an approximate 30.30-acre tract of land located north of Court Road, south of the Knanaya Homes residential subdivision, east of StaMo Park, and west of Staffordshire Road.

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

- (b) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a tax abatement agreement by and between the City of Missouri City, Texas, and 827 Wanamaker Limited Partnership, pertaining to certain real property to be located on a 16.82-acre tract of land situated north of Willow Oak Drive, south of Buffalo Run, east of Willow Wisp Drive, and west of Fairview Pines Drive within Reinvestment Zone No. 18 in the City of Missouri City, Texas.

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

- (c) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a tax abatement agreement by and between the City of Missouri City, Texas, 827 Wanamaker Limited Partnership and Warren Valve Company, LLC, pertaining to certain personal property to be located on a 16.82-acre tract of land situated north of Willow Oak Drive, south of Buffalo Run, east of Willow Wisp Drive, and west of Fairview Pines Drive within Reinvestment Zone No. 18 in the City of Missouri City, Texas.

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

- (d) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a tax abatement agreement by and between the City of Missouri City, Texas, and AX Park 8Ninety Castcom L.P. pertaining to certain real property improvements to be located on a 6.13 acre tract of land located north of Buffalo Run Park, south of U.S. Highway 90A, east of Cravens

Road, and west of the Sam Houston Tollway within Reinvestment Zone No. 16 in the City of Missouri City, Texas.

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

- (e) Consider a resolution denying a request by CenterPoint Energy Houston Electric, LLC to amend its distribution cost recovery factor.

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

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Preston thanked the Fort Bend Regional Council for choosing the City to host their symposium and thanked staff for the State of the City. Councilmember Boney congratulated Martha Castex Tatum who replaced the late Larry Green on Houston City Council. Boney also recognized the National Day of Prayer group and wished everyone a Happy Mother's Day. Mayor Owen congratulated Fort Bend Independent School District and recognized teachers for Teacher Appreciation Week.

13. ADJOURN

The regular City Council meeting adjourned at 7:52 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary

ALLEN OWEN
Mayor

JERRY WYATT
Councilmember at Large Position 1

CHRIS PRESTON
Councilmember at Large Position 2



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CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Wednesday, May 9, 2018**, at the Quail Valley City Centre, Board Room, 2880 La Quinta Dr., Missouri City, Texas, 77459, at **6:00 p.m.** to consider the following:

1. CALL TO ORDER

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

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

2. DISCUSSION/POSSIBLE ACTION

- (a) Interview, discuss, and consider candidates to serve on various city boards, committees, and commissions.

City Council interviewed Adrian Matteucci for the Zoning Board of Adjustments and Appeals. City Council also interviewed Everett Land, James G. Norcom, III, Rodney Griffin, James R. (Bob) Bailey and considered Robin Elackatt for the Planning and Zoning Commission.

Councilmember Preston left the City Council meeting at 7:00 p.m.

2. CLOSED EXECUTIVE SESSION

After proper notice given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 7:25 p.m.

Texas Government Code, Section 551.074 – Personnel matters regarding the evaluation, employment, reassignment, duties, discipline, or dismissal of a public officer or employee: Construction Board of Adjustments and Appeals; Electrical Board; Parks Board; Planning and Zoning Commission; and, Zoning Board of Adjustments and Appeals.

3. RECONVENE

At 7:40 p.m., Council reconvened into open session.

Councilmember Boney moved to appoint James G. Norcom, III to the Planning and Zoning Commission, Position 4, to fill the unexpired seat and for his term to expire on June 30, 2020. Councilmember Wyatt seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Councilmembers Wyatt, Boney, and Emery
Nays: Councilmember Maroulis

Councilmember Maroulis moved to appoint James R. (Bob) Bailey to the Zoning Board of Adjustment and Appeals (ZBOAA), Position 5, to fill the unexpired seat and for his term to expire on June 30, 2020, should he be willing to serve the ZBOAA. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

4. ADJOURN

The special City Council meeting adjourned at 7:52 p.m.

ATTEST:

Allen Owen, Mayor

Maria Jackson, City Secretary



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 6(b) Amendment to Ordinance regulating the use of wireless communication devices while driving
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

This ordinance resolves any inconsistencies between the City's current ordinance governing wireless communication devices and current state law.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

During the 2016 legislative session, the 85th Texas Legislature voted to adopt House Bill 62, which, among other things, prohibited the use of wireless communication devices to send, write, or read electronic messages while operating a motor vehicle. Such bill states that the new state law preempts local ordinances, rules, and regulations pertaining to electronic messaging and driving. Therefore, this amendment provides that areas covered by the new state law will not be applicable to the City's ordinance. Texting and other electronic messaging while driving will still be prohibited by the new state law (instead of City ordinance).

BUDGET/FISCAL ANALYSIS

None.

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Staff recommends that the City Council adopt the Ordinance.

Assistant City Attorney Approval: James Santangelo

City Attorney Approval: E. Joyce Iyamu

ORDINANCE NO. O-18-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 58, MOTOR VEHICLES AND TRAFFIC, OF THE MISSOURI CITY CODE; AMENDING REGULATIONS RELATED TO THE USE OF A WIRELESS COMMUNICATION DEVICE WHILE OPERATING A MOTOR VEHICLE; PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, during the 85th Legislative Session, the Legislature of the State of Texas adopted House Bill 62, which regulates the use of a wireless communication device for electronic messaging while operating a motor vehicle; and

WHEREAS, the City Council of the City of Missouri City desires to amend its regulations related to the use of a wireless communication device while operating a motor vehicle to be consistent with such state law; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The Missouri City Code is hereby amended by deleting Section 58-138 of Article VII of Chapter 58 thereof and substituting therefor a new Section 58-138 of Article VII of Chapter 58 to provide as follows:

“CHAPTER 58. – MOTOR VEHICLES AND TRAFFIC

. . . .

ARTICLE VII. - MISCELLANEOUS TRAFFIC PROVISIONS

. . . .

Sec. 58-138. - Use of wireless communication device while operating a motor vehicle.

(a) Definitions. For the purposes of this section, the following words and phrases shall have the meanings ascribed to them:

Operate means to drive or be in physical control of a motor vehicle.

Operator means a person who drives or has physical control of a motor vehicle.

Wireless communication device means a device that uses a commercial mobile service, as defined by 47 USC § 332.

(b) *Offense.* It shall be unlawful for an operator of a motor vehicle to use a wireless communication device to manually engage application software while operating a motor vehicle upon any roadway in the city, including when stopped or standing.

(c) *Affirmative defenses.* It is an affirmative defense to prosecution of conduct prohibited by subsection (b) of this section if:

(1) An operator of a motor vehicle uses a wireless communication device strictly to engage in a telephone conversation, including dialing or deactivating a phone call;

(2) An operator of an authorized government vehicle uses a wireless communication device to respond to an emergency while acting in an official capacity while operating an authorized government vehicle;

(3) An operator of a motor vehicle uses a wireless communication device while stopped or standing at a position parallel to and as close as possible to the right-hand edge or curb of a roadway where parking, standing or stopping in a nonemergency situation is not otherwise prohibited; or

(4) An operator of a motor vehicle uses a wireless communication device to:

a. Operate only a global positioning or navigation system;

b. Obtain emergency assistance by contacting an emergency response service, including a rescue, emergency medical, or hazardous material response service; a hospital; a fire department; a health clinic; a medical doctor's office; an individual to administer first aid treatment; or a police department;

c. Obtain emergency assistance to prevent a crime about to be committed;

d. Report a traffic accident or serious traffic hazard; or

e. Communicate with the reasonable belief that a person's life, safety, or property is in immediate danger.

(d) *Conflicting regulations.* To the extent that any clause, phrase, provision, sentence or part of this section conflicts with V.T.C.A., Transportation Code § 545.424, regarding the use of wireless communication devices while operating a motor vehicle by minors; V.T.C.A., Transportation Code § 545.425, regarding the use of wireless communication devices in school crossing zones; or V.T.C.A., Transportation Code § 545.4251, regarding the use of a portable wireless communication device by the operator of a motor vehicle to read, write, or send an electronic message, this section does not apply.”

Section 3. 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 4. Penalty. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense.

Section 5. *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 7th day of May, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this 21st day of May, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 6(c) Establishing regulations for massage establishments
Submitted by: Mike Berezin, Chief of Police

SYNOPSIS

This ordinance establishes regulations for massage establishments within the City.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live.

BACKGROUND

Law enforcement agencies throughout the country have found that illegal activity such as prostitution and sex trafficking are frequently conducted at massage establishments. This ordinance utilizes the City's police power as a home rule municipality to establish regulations for massage establishments so that the City may more effectively reduce, and the Missouri City Police Department can more effectively combat, such illegal activity and provide for the health, safety and welfare of Missouri City residents.

The proposed ordinance provides that each massage establishment within the City be licensed pursuant to state law. It also governs the hours of operations, prohibits the use of a massage establishment as sleeping quarters, and provides regulations for the cleanliness of such establishments. Finally, the proposed ordinance prohibits activities related to prostitution and sexually oriented businesses and gives peace officers a right of access to inspect massage establishments for compliance with state and local law.

BUDGET/FISCAL ANALYSIS

None.

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Staff recommends that the City Council adopt the Ordinance.

Director Approval: Mike Berezin

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

ORDINANCE NO. O-18-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 18, BUSINESSES, OF THE MISSOURI CITY CODE; ESTABLISHING REGULATIONS RELATED TO MASSAGE ESTABLISHMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City of Missouri City (the “City”) is a home rule municipality with all of the express and implied powers to enact ordinances that provide for and maintain the health, safety and welfare of its residents; and

WHEREAS, The City Council of the City of Missouri City finds it to be in the best interests of the residents of the City to adopt regulations for massage establishments in the interest of public safety; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The Missouri City Code is hereby amended by adding a new Article VIII of Chapter 18 to provide as follows:

“CHAPTER 18 – BUSINESSES

. . . .

ARTICLE VIII – MASSAGE ESTABLISHMENTS

Sec. 18-901. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Communicable disease means Methicillin-resistant Staphylococcus aureus (MRSA), scabies, and tuberculosis.

Massage establishment means any place of business that advertises massage therapy or offers massage therapy as a service, but not a duly licensed physician, whether with or without the use of mechanical, therapeutic or bathing devices.

Massage therapist means a person who practices or administers massage therapy or other massage services to a client for compensation. The term includes a licensed massage therapist, therapeutic massage practitioner, massage technician, masseur, masseuse, myotherapist, body massager, body rubber, or any derivation of those titles.

Massage therapy means the manipulation of soft tissue. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, or tub, shower or cabinet baths. Equivalent terms for massage therapy are massage, therapeutic massage, massage technology, myo-therapy, body massage, body rub or any derivation of those terms. Massage therapy is a health care service when the massage therapy is for therapeutic purposes. As used in this article, the terms "therapy" and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy or podiatry is required by law. Massage therapy does not constitute chiropractic practice.

Other massage services has the meaning ascribed in Section 455.001 of the Texas Occupations Code.

Sec. 18-902. Massage establishment licensing requirements.

- (a) A massage establishment or a place of business that advertises massage therapy or offers massage therapy or other massage services must be licensed in accordance with V.T.C.A., Occupations Code ch. 455, as such chapter may be amended.
- (b) A massage therapist or massage establishment must display the massage therapist or massage establishment's valid and current license in a prominent location available for inspection by the public.

Sec. 18-903. Hours of operation.

No massage establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 8:00 a.m. on any day.

Sec. 18-904. Use of premises as living or sleeping quarters.

No massage establishment shall be operated or conducted in connection, either directly or indirectly, with any place used for living or sleeping quarters.

Sec. 18-905. Maintenance of premises; sterilization and cleaning of equipment.

It shall be the duty of every person conducting or operating a massage establishment to keep the establishment at all times in a clean and sanitary condition. All instruments and mechanical, therapeutic and bathing devices or parts thereof that come into contact with the human body shall be sterilized by a modern and industry-approved method of sterilization before initial use, and any such instruments and devices or parts thereof, after

having been used upon one patron, shall be sterilized before being used upon another, and shall be rendered free from harmful organisms in a manner consistent with applicable state and local laws and regulations. Towels and linens furnished for use of one patron shall not be furnished for use of another until thoroughly laundered.

Sec. 18-906. Cleanliness and health of employees generally; accommodation of diseased patrons.

All massage therapists in a massage establishment shall wash their hands thoroughly before administering massage therapy to each patron accommodated. No owner manager, keeper, custodian or operator of a massage establishment shall employ a person suffering from a communicable disease. No owner manager, keeper, custodian, operator or employee of a massage establishment shall knowingly accommodate a person suffering from a communicable disease as a patron therein.

Sec. 18-907. List of employees.

The manager or person in charge of a massage establishment shall keep a list of the names and addresses of all employees, both on duty and off duty, and such list, in accordance with the law, shall be immediately available during regular business hours for inspection upon the request of any law enforcement officer or city health officer.

Sec. 18-908. Responsibility of employer for acts of employees.

The persons managing, keeping or operating a massage establishment shall be responsible for the acts of their employees in the conduct of such business. This section does not relieve an employee of potential liability pursuant to this article.

Sec. 18-909. Prohibited Operations.

(a) It shall be unlawful for any person operating a massage establishment to employ, in any capacity therein, any person who has been convicted of, entered a plea of nolo contendere or guilty to, or received deferred adjudication for an offense involving prostitution or another sexual offense, or the practice or administration of massage therapy at or for a sexually oriented business.

(b) It shall be unlawful to operate a massage establishment as a sexually oriented business as defined by Section 18-701 of the Missouri City Code.

(c) It shall be unlawful for a person to commit a crime or offense involving prostitution or another sexual offense resulting in a conviction, or to which a plea of nolo contendere or guilty was entered or deferred adjudication was received, on the premises of a massage establishment.

(d) It shall be unlawful for a massage therapist to dress in attire that:

- (1) is transparent or substantially exposes the person's undergarments, or
- (2) in a manner that exposes the person's breasts, buttocks, anus or genitals.

Sec. 18-910. Access; right of entry.

A peace officer appointed or employed by a law enforcement agency of this state or a city health officer may enter the premises of a massage establishment for periodic inspections, in accordance with the law, to determine compliance with this article. If entry and access to the premises of the massage establishment is denied, entry may be made under the authority of a warrant to inspect the massage establishment.

Sec. 18-911. Cumulative effect; effect of state law.

The provisions of this article are cumulative of the applicable state law and regulations concerning massage establishments. To the extent there exists any conflict between the provisions of this article and applicable state law, state law shall prevail.”

Section 3. 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 4. Penalty. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense.

Section 5. *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 7th day of May, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this 21st day of May, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney



**Council Agenda Item
May 21, 2018**

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



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 9(a) Authorize the City Manager to execute a contract with Durwood Greene Construction Co. for the reconstruction of Independence Blvd. Segment 1 and Staffordshire Road
Submitted by: Shashi K. Kumar, P.E., Director of Public Works/City Engineer

SYNOPSIS

Staff requests authorization for the City Manager to execute a contract with Durwood Greene Construction Co. for the reconstruction of Independence Blvd. Segment 1 and Staffordshire Road.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

In April 2018, Public Works along with the Purchasing Division prepared and advertised an Invitation for Bid - IFB No. 18-177 "Independence Drive (Segment 1) and Staffordshire Road Reconstruction". Notices were published on the Electronic State Business Daily, Demand Star bid services, local newspaper and City's website. Three responses were received and opened on April 24, 2018. The respondents included Durwood Greene Construction, SER Construction and Conrad Construction.

Durwood Greene Construction was the lowest most responsible bidder with a total bid of \$7,045,645.00, which is approximately \$1M less than the engineers estimate, with an anticipated 420 days to completion. The City's contracted engineering firm (Freese and Nichols, Inc.) completed the process of reviewing the bids submitted and has made a recommendation, of which the City concurs, to award the bid and this project to Durwood Greene Construction.

*This project was approved in the 2013 Fort Bend County mobility bond election. As part of the Interlocal Agreement (approved by Council on May 15, 2017) with Fort Bend County (FBC), FBC will contribute 50% towards construction of this project. The City will contribute the other 50% as approved in the FY2018 5-year CIP plan. Funding from Fort Bend County is expected to be received within 30-60 days of award.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project / Account Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
Bond Proceeds & FBC Contribution	403-58700-15-999-50084	Independence Seg. 1 / Staffordshire	\$4,205,000	\$3,869,137**	\$7,045,645*

** Bond proceeds of \$3,650,000 will be received upon the sale of G.O. Bonds in FY18.

Purchasing Review: Shannon Pleasant, CTPM
Financial/Budget Review: Dennice Chui, MS

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

SUPPORTING MATERIALS

1. Engineer recommendation

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a contract with Durwood Greene Construction Co. for the reconstruction of Independence Blvd. Segment 1 and Staffordshire Road in the amount of \$ 7,045,645.00.

Director Approval:

Shashi K. Kumar, P.E.

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

Scott R. Elmer, P.E.

4/30/2018

Mark Law
Project Manager
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

RE: Independence Blvd. Segment 1 & Staffordshire Road Paving & Drainage Improvements

Dear Mark:

On April 24, 2018, three (3) bids were received and opened for the referenced project. Listed below is the summary of bids received:

Summary of Bids:

- | | | |
|------------------------------------|-----------------|---|
| 1) Durwood Greene Construction Co. | \$ 7,045,645.00 | with Contract Time of 420 Calendar Days |
| 2) SER Construction Partners, LLC | \$ 7,271,034.00 | with Contract Time of 420 Calendar Days |
| 3) Conrad Construction Co., LTD | \$ 8,394,247.50 | with Contract Time of 660 Calendar Days |

We tabulated and checked bids. There were no discrepancies in bids. A copy of the bid tabulation is attached for your use and information.

The first and second low bidders were close on their total bid. They listed same calendar days to complete the project. We checked similar past projects experience and references provided for the low bidder. Based on the references and the level of project experience presented, Durwood Greene meets the requirements of the bidding documents and is the responsible, responsive low bidder. Based on this information, Freese and Nichols recommends the City award the construction contract for this project to Durwood Greene Construction Co. in the amount of \$7,045,645.00.

Please call me at (832) 456-4722 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mehran Bavarian'.

Mehran (Ron) Bavarian, P.E.
Project Manager

Attachments



Freese & Nichols, Inc.
 11200 Broadway St., Suite 2320
 Pearland, TX 77584
BID TABULATION

Owner: City of Missouri City Project: Independence Blvd. and Staffordshire Rd Paving and Drainage Improvements Bid Date: 4-24-18 IFB # 18 - 177 (PN 2749) FNI Project No.: CMC 17-389				Durwood Greene Construction Co. P.O Box 1338 Stafford, TX 77497-1338		SER Construction Partners, LLC. 3636 Pasadena Blvd. Pasadena, TX 77503		Conrad Construction Co., LTD. P.O. Box 841134 Houston, TX 77284		Average All Bids	
#	Description	Quantity	Unit	1 Unit Cost	1 Total Cost	2 Unit Cost	2 Total Cost	3 Unit Cost	3 Total Cost	Unit Cost	Total Cost
Base Bid-Section A - Independence Boulevard											
1	Mobilization (Not to Exceed 3% of total of this section less the Mobilization), Complete and in place	1	LS	\$30,000.00	\$30,000.00	\$95,000.00	\$95,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00
2	Traffic Control & Regulation During Construction, including all Marking, Signage, Barricades, Flagman, Detours, etc., Complete and in place	1	LS	\$45,000.00	\$45,000.00	\$4,900.00	\$4,900.00	\$50,000.00	\$50,000.00	\$33,300.00	\$33,300.00
3	ROW preparation, Complete and in place	7	AC	\$3,500.00	\$24,500.00	\$8,200.00	\$57,400.00	\$1,500.00	\$10,500.00	\$4,400.00	\$30,800.00
4	Remove Existing Asphalt Pavement with Base, Complete and in place	6,100	SY	\$4.00	\$24,400.00	\$2.00	\$12,200.00	\$5.00	\$30,500.00	\$3.67	\$22,366.67
5	Remove Existing Sidewalk, Complete and in place	700	SY	\$15.00	\$10,500.00	\$5.00	\$3,500.00	\$7.50	\$5,250.00	\$9.17	\$6,416.67
6	Remove Existing Inlet, Complete and in place	3	EA	\$1,200.00	\$3,600.00	\$275.00	\$825.00	\$750.00	\$2,250.00	\$741.67	\$2,225.00
7	Remove Existing Manhole, Complete and in place	2	EA	\$1,200.00	\$2,400.00	\$275.00	\$550.00	\$1,000.00	\$2,000.00	\$825.00	\$1,650.00
8	Remove Existing Pipe (All Sizes), Complete and in place	1,100	LF	\$32.00	\$35,200.00	\$25.00	\$27,500.00	\$18.00	\$19,800.00	\$25.00	\$27,500.00
9	Roadway Excavation, Complete and in place	4,200	CY	\$7.00	\$29,400.00	\$10.00	\$42,000.00	\$12.00	\$50,400.00	\$9.67	\$40,600.00
10	Roadway Embankment (Compacted), Complete and in place	2,300	CY	\$5.00	\$11,500.00	\$4.00	\$9,200.00	\$12.00	\$27,600.00	\$7.00	\$16,100.00
11	Lime Subgrade Preparation to Include Lime Mixing, Compacted to 95% Standard Proctor (8"), Complete and in place	16,500	SY	\$2.50	\$41,250.00	\$3.30	\$54,450.00	\$4.00	\$66,000.00	\$3.27	\$53,900.00
12	Hydrated Lime Material (8%), Complete and in place	400	TN	\$180.00	\$72,000.00	\$175.00	\$70,000.00	\$175.00	\$70,000.00	\$176.67	\$70,666.67
13	Lime (2%) Fly Ash (8%) Mixture Material Use For Subgrade Mixing Between Approx Sta's 17+00 and 26+50, As Authorized by Engineer, Complete and in place	250	TN	\$120.00	\$30,000.00	\$135.00	\$33,750.00	\$170.00	\$42,500.00	\$141.67	\$35,416.67
14	8" Jointed, Reinforced Concrete Pavement, Complete and in place	14,300	SY	\$43.00	\$614,900.00	\$45.00	\$643,500.00	\$57.50	\$822,250.00	\$48.50	\$693,550.00
15	6" Conc, Driveway, Complete and in place	35	SY	\$60.00	\$2,100.00	\$50.00	\$1,750.00	\$75.00	\$2,625.00	\$61.67	\$2,158.33
16	6" Concrete Curb, Complete and in place	8,000	LF	\$3.00	\$24,000.00	\$3.50	\$28,000.00	\$3.50	\$28,000.00	\$3.33	\$26,666.67
17	Conc. Undercut Headers at Tie-Ins, Complete and in place	95	LF	\$25.00	\$2,375.00	\$14.00	\$1,330.00	\$15.00	\$1,425.00	\$18.00	\$1,710.00
18	Concrete Doweled-In Curb, Complete and in place	2,800	LF	\$10.00	\$28,000.00	\$5.20	\$14,560.00	\$8.00	\$22,400.00	\$7.73	\$21,653.33
19	Asphalt Pavement (2")(Type D HMA), Complete and in place	25	TN	\$350.00	\$8,750.00	\$224.00	\$5,600.00	\$350.00	\$8,750.00	\$308.00	\$7,700.00
20	Asphalt Stabilized Base (6"), Complete and in place	120	TN	\$140.00	\$16,800.00	\$120.00	\$14,400.00	\$175.00	\$21,000.00	\$145.00	\$17,400.00
21	2" Sch 80 PVC Street Light Conduit w/ Stub-Ups., Complete and in place	2,100	LF	\$8.50	\$17,850.00	\$14.00	\$29,400.00	\$13.00	\$27,300.00	\$11.83	\$24,850.00
22	4" Thick, 5' Wide Concrete Sidewalk Per Detail in Plans, Complete and in place	18,000	SF	\$5.00	\$90,000.00	\$5.00	\$90,000.00	\$7.00	\$126,000.00	\$5.67	\$102,000.00
23	Ramp, Per Detail in Plans, Complete and in place	10	EA	\$1,200.00	\$12,000.00	\$1,680.00	\$16,800.00	\$1,750.00	\$17,500.00	\$1,543.33	\$15,433.33
24	4" Sch 80 PVC Irrigation Sleeves w/ Caps, Complete and in place	230	LF	\$22.00	\$5,060.00	\$17.00	\$3,910.00	\$25.00	\$5,750.00	\$21.33	\$4,906.67
25	Solid St. Augustine Grass Sod Including Watering Until Vegetation Established, Complete and in place	18,500	SY	\$4.00	\$74,000.00	\$5.00	\$92,500.00	\$3.50	\$64,750.00	\$4.17	\$77,083.33
26	Stamped Color Asphalt Including 4" Flex Base in Dowled-In Median, Per Detail in Plans, Complete and in place	2,050	SY	\$90.00	\$184,500.00	\$62.00	\$127,100.00	\$85.00	\$174,250.00	\$79.00	\$161,950.00
27	Metal Beam Guard Fence with Treated Wood Posts on Court Rd, Complete and in place	25	LF	\$70.00	\$1,750.00	\$48.00	\$1,200.00	\$150.00	\$3,750.00	\$89.33	\$2,233.33



Freese & Nichols, Inc.
 11200 Broadway St., Suite 2320
 Pearland, TX 77584
BID TABULATION

Owner: City of Missouri City Project: Independence Blvd. and Staffordshire Rd Paving and Drainage Improvements Bid Date: 4-24-18 IFB # 18 - 177 (PN 2749) FNI Project No.: CMC 17-389				Durwood Greene Construction Co. P.O Box 1338 Stafford, TX 77497-1338		SER Construction Partners, LLC. 3636 Pasadena Blvd. Pasadena, TX 77503		Conrad Construction Co., LTD. P.O. Box 841134 Houston, TX 77284		Average All Bids	
#	Description	Quantity	Unit	1 Unit Cost	1 Total Cost	2 Unit Cost	2 Total Cost	3 Unit Cost	3 Total Cost	Unit Cost	Total Cost
28	Install Permanent Type III Barricade on Court Rd., Complete and in place	25	LF	\$150.00	\$3,750.00	\$95.00	\$2,375.00	\$50.00	\$1,250.00	\$98.33	\$2,458.33
29	24" RCP Including Bedding and Backfill, Complete and in place	636	LF	\$125.00	\$79,500.00	\$126.00	\$80,136.00	\$150.00	\$95,400.00	\$133.67	\$85,012.00
30	7'x5' RCB (Including Bedding and Backfill)(Deep Trench), Complete and in place	381	LF	\$540.00	\$205,740.00	\$489.00	\$186,309.00	\$650.00	\$247,650.00	\$559.67	\$213,233.00
31	8'x5' RCB (Including Bedding and Backfill)(Deep Trench), Complete and in place	553	LF	\$590.00	\$326,270.00	\$595.00	\$329,035.00	\$665.00	\$367,745.00	\$616.67	\$341,016.67
32	8'x8' RCB (Including Bedding and Backfill)(Deep Trench), Complete and in place	1,103	LF	\$730.00	\$805,190.00	\$806.00	\$889,018.00	\$815.00	\$898,945.00	\$783.67	\$864,384.33
33	8'x8' RCB Bend Including Bedding and Backfill, Complete and in place	6	EA	\$5,200.00	\$31,200.00	\$5,000.00	\$30,000.00	\$7,250.00	\$43,500.00	\$5,816.67	\$34,900.00
34	8'x5' RCB Bend Including Bedding and Backfill, Complete and in place	2	EA	\$4,200.00	\$8,400.00	\$4,300.00	\$8,600.00	\$6,250.00	\$12,500.00	\$4,916.67	\$9,833.33
35	7'x5' RCB Bend Including Bedding and Backfill, Complete and in place	2	EA	\$4,000.00	\$8,000.00	\$4,100.00	\$8,200.00	\$6,000.00	\$12,000.00	\$4,700.00	\$9,400.00
36	Type C Curb Inlets, Complete and in place	12	EA	\$3,200.00	\$38,400.00	\$2,600.00	\$31,200.00	\$3,500.00	\$42,000.00	\$3,100.00	\$37,200.00
37	Type C Curb Inlet on RCB, Complete and in place	1	EA	\$3,800.00	\$3,800.00	\$2,900.00	\$2,900.00	\$3,500.00	\$3,500.00	\$3,400.00	\$3,400.00
38	5' Type C Curb Inlet Extension, Complete and in place	7	EA	\$1,400.00	\$9,800.00	\$1,100.00	\$7,700.00	\$1,000.00	\$7,000.00	\$1,166.67	\$8,166.67
39	Type C MH on RCB, Complete and in place	6	EA	\$3,000.00	\$18,000.00	\$1,900.00	\$11,400.00	\$2,500.00	\$15,000.00	\$2,466.67	\$14,800.00
40	Junction Box (13'x13'), Complete and in place	2	EA	\$26,000.00	\$52,000.00	\$16,000.00	\$32,000.00	\$42,500.00	\$85,000.00	\$28,166.67	\$56,333.33
41	Junction Box (13'x8'), Complete and in place	2	EA	\$24,000.00	\$48,000.00	\$15,000.00	\$30,000.00	\$35,000.00	\$70,000.00	\$24,666.67	\$49,333.33
42	Junction Box (10'x4'), Complete and in place	1	EA	\$17,000.00	\$17,000.00	\$5,600.00	\$5,600.00	\$17,500.00	\$17,500.00	\$13,366.67	\$13,366.67
43	Remove Wall and Tie-In Proposed 8'x8' RCB to Existing 8'x8' RCB Incl. Conc. Collar as Called in Plans, Complete and in place	1	LS	\$10,000.00	\$10,000.00	\$4,400.00	\$4,400.00	\$7,500.00	\$7,500.00	\$7,300.00	\$7,300.00
44	Cut and Tie-In Existing 30" RCP to Proposed Junction Box, Complete and in place	1	LS	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
45	Well Pointing As Authorized by the Engineer, Complete and in place	2,100	LF	\$25.00	\$52,500.00	\$25.00	\$52,500.00	\$25.00	\$52,500.00	\$25.00	\$52,500.00
46	Trench Safety, Complete and in place	2,700	LF	\$1.50	\$4,050.00	\$0.10	\$270.00	\$2.50	\$6,750.00	\$1.37	\$3,690.00
47	Small Roadside Sign w/ Post, Complete and in Place	6	EA	\$800.00	\$4,800.00	\$400.00	\$2,400.00	\$350.00	\$2,100.00	\$516.67	\$3,100.00
48	Reflectorized Pavement Marking (4")(BKN)(W), Complete and in place	1,850	LF	\$0.75	\$1,387.50	\$0.70	\$1,295.00	\$1.00	\$1,850.00	\$0.82	\$1,510.83
49	Reflectorized Pavement Marking (8")(SLD)(W), Complete and in place	500	LF	\$2.00	\$1,000.00	\$0.70	\$350.00	\$2.00	\$1,000.00	\$1.57	\$783.33
50	Reflectorized Pavement Marking (12")(SLD)(W), Complete and in place	1,100	LF	\$4.00	\$4,400.00	\$1.00	\$1,100.00	\$3.00	\$3,300.00	\$2.67	\$2,933.33
51	Reflectorized Pavement Marking (24")(SLD)(W), Complete and in place	210	LF	\$10.00	\$2,100.00	\$4.00	\$840.00	\$5.00	\$1,050.00	\$6.33	\$1,330.00
52	Reflectorized Pavement Marking (4")(SLD)(Y), Complete and in place	450	LF	\$0.75	\$337.50	\$0.70	\$315.00	\$1.00	\$450.00	\$0.82	\$367.50
53	Reflectorized Pavement Marking (WORD)(W), Complete and in place	5	EA	\$180.00	\$900.00	\$400.00	\$2,000.00	\$75.00	\$375.00	\$218.33	\$1,091.67
54	Reflectorized Pavement Marking (ARROW)(W), Complete and in place	5	EA	\$180.00	\$900.00	\$400.00	\$2,000.00	\$75.00	\$375.00	\$218.33	\$1,091.67
55	Raised Pavement Markers (CI B)(REFL)(TY I-C), Complete and in place	180	EA	\$5.00	\$900.00	\$6.00	\$1,080.00	\$5.00	\$900.00	\$5.33	\$960.00
56	Raised Pavement Markers (CI B)(REFL)(TY II-C), Complete and in place	150	EA	\$5.00	\$750.00	\$6.00	\$900.00	\$5.00	\$750.00	\$5.33	\$800.00



Freese & Nichols, Inc.
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BID TABULATION

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#	Description	Quantity	Unit	1 Unit Cost	1 Total Cost	2 Unit Cost	2 Total Cost	3 Unit Cost	3 Total Cost	Unit Cost	Total Cost
57	Pavement Surface Preparation for Marking (Blast Clean)(4"), Complete and in place	1,850	LF	\$0.20	\$370.00	\$0.20	\$370.00	\$0.50	\$925.00	\$0.30	\$555.00
58	Pavement Surface Preparation for Marking (Blast Clean)(8"), Complete and in place	450	LF	\$0.40	\$180.00	\$0.20	\$90.00	\$0.50	\$225.00	\$0.37	\$165.00
59	Pavement Surface Preparation for Marking (Blast Clean)(12"), Complete and in place	1,100	LF	\$0.60	\$660.00	\$0.20	\$220.00	\$0.50	\$550.00	\$0.43	\$476.67
60	Pavement Surface Preparation for Marking (Blast Clean)(24"), Complete and in place	210	LF	\$1.00	\$210.00	\$1.00	\$210.00	\$0.50	\$105.00	\$0.83	\$175.00
61	Pavement Surface Preparation for Marking (Blast Clean)(WORD), Complete and in place	5	EA	\$20.00	\$100.00	\$50.00	\$250.00	\$25.00	\$125.00	\$31.67	\$158.33
62	Pavement Surface Preparation for Marking (Blast Clean)(ARROW), Complete and in place	5	EA	\$20.00	\$100.00	\$50.00	\$250.00	\$25.00	\$125.00	\$31.67	\$158.33
63	Construction Entrance/Exit, Complete and in place	250	SY	\$30.00	\$7,500.00	14	\$3,500.00	\$25.00	\$6,250.00	\$23.00	\$5,750.00
64	Biodegradeable Erosion Control Logs (12"), Complete and in place	320	LF	\$10.00	\$3,200.00	\$7.00	\$2,240.00	\$10.00	\$3,200.00	\$9.00	\$2,880.00
65	Inlet Protection Barrier, Complete and in place	350	LF	\$14.00	\$4,900.00	\$4.00	\$1,400.00	\$10.00	\$3,500.00	\$9.33	\$3,266.67
66	Sediment Control Fence, Complete and in place	6,200	LF	\$2.00	\$12,400.00	\$3.00	\$18,600.00	\$2.50	\$15,500.00	\$2.50	\$15,500.00
67	Rock Filter Dam, Complete and in place	50	LF	\$75.00	\$3,750.00	\$30.00	\$1,500.00	\$45.00	\$2,250.00	\$50.00	\$2,500.00
68	Provide Insurance and Payment and Performance Bonds for Entire Contract (Independence Blvd Cost Share)	1	LS	\$25,000.00	\$25,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$36,000.00	\$36,000.00
69	Project Sign for Independence Blvd, Complete and in place	2	EA	\$900.00	\$1,800.00	\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
70	Final General Site Restoration (Grading, Final Clean-Up, ETC), Complete and in place	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$10,833.33	\$10,833.33
SUB-TOTAL AMOUNT - BASE BID - SECTION A				140 DAYS	\$3,258,580.00	195 DAYS	\$3,284,278.00	300 DAYS	\$3,897,295.00	NA	\$3,480,051.00
Base Bid - Section B - Staffordshire Road											
1	Mobilization (Not to Exceed 3% of total of this section less the Mobilization), Complete and in place	1	LS	\$30,000.00	\$30,000.00	\$113,000.00	\$113,000.00	\$100,000.00	\$100,000.00	\$81,000.00	\$81,000.00
2	Traffic Control & Regulation During Construction, including all Marking, Signage, Barricades, Flagman, Detours, etc., Complete and in place	1	LS	\$45,000.00	\$45,000.00	\$22,000.00	\$22,000.00	\$50,000.00	\$50,000.00	\$39,000.00	\$39,000.00
3	ROW preparation, Complete and in place	6.5	AC	\$6,000.00	\$39,000.00	\$10,200.00	\$66,300.00	\$1,500.00	\$9,750.00	\$5,900.00	\$38,350.00
4	Remove Existing Asphalt Pavement with Base, Complete and in place	11,300	SY	\$4.00	\$45,200.00	\$2.00	\$22,600.00	\$5.00	\$56,500.00	\$3.67	\$41,433.33
5	Sawcut, Remove Existing Concrete Pavement with Base, Complete and in place	510	SY	\$20.00	\$10,200.00	\$8.00	\$4,080.00	\$10.00	\$5,100.00	\$12.67	\$6,460.00
6	Remove Existing Sidewalk, Complete and in place	1,100	SY	\$15.00	\$16,500.00	\$5.00	\$5,500.00	\$7.50	\$8,250.00	\$9.17	\$10,083.33
7	Remove Existing Manhole, Complete and in place	1	EA	\$1,250.00	\$1,250.00	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$841.67	\$841.67
8	Remove Existing Pipe (All Sizes), Complete and in place	525	LF	\$32.00	\$16,800.00	\$12.00	\$6,300.00	\$15.00	\$7,875.00	\$19.67	\$10,325.00



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#	Description	Quantity	Unit	1 Unit Cost	1 Total Cost	2 Unit Cost	2 Total Cost	3 Unit Cost	3 Total Cost	Unit Cost	Total Cost
9	Remove Existing Safety End Treatment (All Sizes), Complete and in place	6	EA	\$700.00	\$4,200.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$533.33	\$3,200.00
10	Roadway Excavation, Complete and in place	7,200	CY	\$10.00	\$72,000.00	\$10.00	\$72,000.00	\$12.00	\$86,400.00	\$10.67	\$76,800.00
11	Roadway Embankment (Compacted), Complete and in place	3,600	CY	\$5.00	\$18,000.00	\$4.00	\$14,400.00	\$12.00	\$43,200.00	\$7.00	\$25,200.00
12	Lime Subgrade Preparation to Include Lime Mixing, Compacted to 95% Standard Proctor (8"), Complete and in place	18,400	SY	\$2.50	\$46,000.00	\$3.30	\$60,720.00	\$4.00	\$73,600.00	\$3.27	\$60,106.67
13	Hydrated Lime Material (8%), Complete and in place	442	TN	\$180.00	\$79,560.00	\$175.00	\$77,350.00	\$175.00	\$77,350.00	\$176.67	\$78,086.67
14	8" Jointed, Reinforced Concrete Pavement, Complete and in place	16,700	SY	\$43.00	\$718,100.00	\$46.00	\$768,200.00	\$57.50	\$960,250.00	\$48.83	\$815,516.67
15	Cement Stabilized Base Treatment (12") Including Excavation, Complete and in place	300	SY	\$50.00	\$15,000.00	\$24.00	\$7,200.00	\$27.50	\$8,250.00	\$33.83	\$10,150.00
16	6" Concrete Curb, Complete and in place	7,300	LF	\$3.00	\$21,900.00	\$3.50	\$25,550.00	\$3.50	\$25,550.00	\$3.33	\$24,333.33
17	Conc. Undercut Headers at Tie-Ins, Complete and in place	195	LF	\$25.00	\$4,875.00	\$14.00	\$2,730.00	\$15.00	\$2,925.00	\$18.00	\$3,510.00
18	2" Sch 80 PVC Street Light Conduit w/ Stub-Ups., Complete and in place	7,300	LF	\$8.50	\$62,050.00	\$14.00	\$102,200.00	\$13.00	\$94,900.00	\$11.83	\$86,383.33
19	4" Thick, 5' Wide Concrete Sidewalk Per Detail in Plans, Complete and in place	34,400	SF	\$5.00	\$172,000.00	\$5.00	\$172,000.00	\$7.00	\$240,800.00	\$5.67	\$194,933.33
20	Ramp, Per Detail in Plans, Complete and in place	12	EA	\$1,200.00	\$14,400.00	\$1,600.00	\$19,200.00	\$1,750.00	\$21,000.00	\$1,516.67	\$18,200.00
21	Remove and Replace Concrete Drive and Road Tie-Ins, Complete and in place	700	SY	\$70.00	\$49,000.00	\$49.00	\$34,300.00	\$65.00	\$45,500.00	\$61.33	\$42,933.33
22	Adjust/Rack Over Existing Sanitary Sewer Manhole with New 32" Frame and Cover per WCID#2 Detail, Complete and in place	11	EA	\$1,250.00	\$13,750.00	\$750.00	\$8,250.00	\$1,000.00	\$11,000.00	\$1,000.00	\$11,000.00
23	Adjust Existing Sanitary Sewer Manhole to Finished Grade with New 32" Frame and Cover Per WCID#2 Detail, Complete and in place	3	EA	\$1,250.00	\$3,750.00	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
24	Adjust Existing Sanitary Sewer manhole to Finished Grade, Complete and in place	1	EA	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$950.00	\$950.00	\$883.33	\$883.33
25	Install 32" Stainless Steel Insert, Acceptable to WCID#2, In Sanitary Sewer Manhole, Complete and in place	15	EA	\$300.00	\$4,500.00	\$400.00	\$6,000.00	\$750.00	\$11,250.00	\$483.33	\$7,250.00
26	Install Existing 15" Sanitary Sewer in 24" Split Steel Casing at Different Locations per Plans, Complete and in place	40	LF	\$320.00	\$12,800.00	\$300.00	\$12,000.00	\$225.00	\$9,000.00	\$281.67	\$11,266.67
27	Install Existing 8" Sanitary Sewer in 18" Split Steel Casing, Complete and in place	18	LF	\$300.00	\$5,400.00	\$250.00	\$4,500.00	\$250.00	\$4,500.00	\$266.67	\$4,800.00
28	12" Waterline Adjustment at Sandy Knoll-Remove and Replace with 12" C 900 PVC Waterline per Detail in Plans, Complete and in place	55	LF	\$150.00	\$8,250.00	\$175.00	\$9,625.00	\$125.00	\$6,875.00	\$150.00	\$8,250.00
29	12" Waterline Adjustment at Sandy Knoll-Remove and Replace with 12" C 900 PVC in 20" Steel Casing Under RCB per Detail in Plans, Complete and in place	15	LF	\$350.00	\$5,250.00	\$200.00	\$3,000.00	\$400.00	\$6,000.00	\$316.67	\$4,750.00
30	12" Waterline Adjustment at Sandy Knoll-Install 12" DIP 45 Deg Bend w/ Restraints per Detail in Plans, Complete and in place	4	EA	\$400.00	\$1,600.00	\$2,700.00	\$10,800.00	\$750.00	\$3,000.00	\$1,283.33	\$5,133.33
31	12" Waterline Adjustment at Sandy Knoll-Cut and Tie-In to Existing Lines per Detail in Plans, Complete and in place	2	EA	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,333.33	\$2,666.67
32	Solid St. Augustine Grass Sod Including Watering Until Vegetation Established, Complete and in place	11,000	SY	\$4.00	\$44,000.00	\$5.00	\$55,000.00	\$3.50	\$38,500.00	\$4.17	\$45,833.33



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#	Description	Quantity	Unit	1		2		3			
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
33	12" RCP Including Bedding and Backfill, Complete and in place	10	LF	\$90.00	\$900.00	\$94.00	\$940.00	\$125.00	\$1,250.00	\$103.00	\$1,030.00
34	18" RCP Including Bedding and Backfill, Complete and in place	40	LF	\$95.00	\$3,800.00	\$105.00	\$4,200.00	\$130.00	\$5,200.00	\$110.00	\$4,400.00
35	24" RCP Including Bedding and Backfill, Complete and in place	270	LF	\$100.00	\$27,000.00	\$126.00	\$34,020.00	\$155.00	\$41,850.00	\$127.00	\$34,290.00
36	4'x3' RCB (Including Bedding and Backfill), Complete and in place	841	LF	\$300.00	\$252,300.00	\$375.00	\$315,375.00	\$425.00	\$357,425.00	\$366.67	\$308,366.67
37	7'x5' RCB (Including Bedding and Backfill), Complete and in place	1,077	LF	\$540.00	\$581,580.00	\$646.00	\$695,742.00	\$650.00	\$700,050.00	\$612.00	\$659,124.00
38	8'x4' RCB (Including Bedding and Backfill), Complete and in place	862	LF	\$560.00	\$482,720.00	\$573.00	\$493,926.00	\$625.00	\$538,750.00	\$586.00	\$505,132.00
39	8'x3' RCB (Including Bedding and Backfill), Complete and in place	368	LF	\$545.00	\$200,560.00	\$534.00	\$196,512.00	\$615.00	\$226,320.00	\$564.67	\$207,797.33
40	Type C Curb Inlets, Complete and in place	7	EA	\$3,200.00	\$22,400.00	\$2,600.00	\$18,200.00	\$3,500.00	\$24,500.00	\$3,100.00	\$21,700.00
41	5' Type C Curb Inlet Extension, Complete and in place	13	EA	\$1,400.00	\$18,200.00	\$1,100.00	\$14,300.00	\$1,000.00	\$13,000.00	\$1,166.67	\$15,166.67
42	Manhole Riser on RCB, Complete and in place	1	EA	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$2,750.00	\$2,750.00	\$2,716.67	\$2,716.67
43	Type D Inlet, Complete and in place (If Authorized by Engineer)	4	EA	\$3,200.00	\$12,800.00	\$2,400.00	\$9,600.00	\$3,750.00	\$15,000.00	\$3,116.67	\$12,466.67
44	Type C Manhole, Complete and in place	1	EA	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00	\$3,433.33	\$3,433.33
45	Junction Box with Curb Inlet Top, Complete and in place	7	EA	\$14,000.00	\$98,000.00	\$7,300.00	\$51,100.00	\$8,500.00	\$59,500.00	\$9,933.33	\$69,533.33
46	Junction Box (14'x8'), Complete and in place	1	EA	\$22,000.00	\$22,000.00	\$9,200.00	\$9,200.00	\$40,000.00	\$40,000.00	\$23,733.33	\$23,733.33
47	Ditch Work as Authorized by Engineer, Complete and in place	1,500	LF	\$5.00	\$7,500.00	\$7.00	\$10,500.00	\$10.00	\$15,000.00	\$7.33	\$11,000.00
48	Well Pointing, as Authorized by the Engineer, Complete and in place	3,150	LF	\$25.00	\$78,750.00	\$25.00	\$78,750.00	\$25.00	\$78,750.00	\$25.00	\$78,750.00
49	Trench Safety, Complete and in place	3,420	LF	\$1.50	\$5,130.00	\$0.10	\$342.00	\$2.50	\$8,550.00	\$1.37	\$4,674.00
50	Small Roadside Sign with Post, Complete and in place	15	EA	\$800.00	\$12,000.00	\$400.00	\$6,000.00	\$350.00	\$5,250.00	\$516.67	\$7,750.00
51	Reflectorized Pavement Marking (8")(SLD)(W), Complete and in place	550	LF	\$2.00	\$1,100.00	\$0.70	\$385.00	\$2.00	\$1,100.00	\$1.57	\$861.67
52	Reflectorized Pavement Marking (12")(SLD)(W), Complete and in place	800	LF	\$4.00	\$3,200.00	\$1.00	\$800.00	\$3.00	\$2,400.00	\$2.67	\$2,133.33
53	Reflectorized Pavement Marking (24")(SLD)(W), Complete and in place	225	LF	\$10.00	\$2,250.00	\$4.00	\$900.00	\$3.00	\$675.00	\$5.67	\$1,275.00
54	Reflectorized Pavement Marking (4")(SLD)(Y), Complete and in place	8,300	LF	\$0.75	\$6,225.00	\$0.70	\$5,810.00	\$1.00	\$8,300.00	\$0.82	\$6,778.33
55	Reflectorized Pavement Marking (24")(SLD)(Y), Complete and in place	570	LF	\$10.00	\$5,700.00	\$4.00	\$2,280.00	\$3.00	\$1,710.00	\$5.67	\$3,230.00
56	Reflectorized Pavement Marking (WORD)(W), Complete and in place	5	EA	\$180.00	\$900.00	\$400.00	\$2,000.00	\$75.00	\$375.00	\$218.33	\$1,091.67
57	Reflectorized Pavement Marking (ARROW)(W), Complete and in place	5	EA	\$180.00	\$900.00	\$400.00	\$2,000.00	\$75.00	\$375.00	\$218.33	\$1,091.67
58	Raised Pavement Markers (CI B)(REFL)(TY I-C), Complete and in place	230	EA	\$5.00	\$1,150.00	\$6.00	\$1,380.00	\$5.00	\$1,150.00	\$5.33	\$1,226.67
59	Raised Pavement Markers (CI B)(REFL)(TY II-A-A), Complete and in place	310	EA	\$5.00	\$1,550.00	\$6.00	\$1,860.00	\$5.00	\$1,550.00	\$5.33	\$1,653.33
60	Pavement Surface Preparation for Marking (Blast Clean)(4"), Complete and in place	8,300	LF	\$0.20	\$1,660.00	\$0.20	\$1,660.00	\$0.25	\$2,075.00	\$0.22	\$1,798.33



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#	Description	Quantity	Unit	1		2		3		Average All Bids	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
61	Pavement Surface Preparation for Marking (Blast Clean)(8"), Complete and in place	550	LF	\$0.40	\$220.00	\$0.20	\$110.00	\$0.50	\$275.00	\$0.37	\$201.67
62	Pavement Surface Preparation for Marking (Blast Clean)(12"), Complete and in place	800	LF	\$0.60	\$480.00	\$0.20	\$160.00	\$0.50	\$400.00	\$0.43	\$346.67
63	Pavement Surface Preparation for Marking (Blast Clean)(24"), Complete and in place	795	LF	\$1.00	\$795.00	0.2	\$159.00	\$0.50	\$397.50	\$0.57	\$450.50
64	Pavement Surface Preparation for Marking (Blast Clean)(WORD), Complete and in place	5	EA	\$20.00	\$100.00	\$50.00	\$250.00	\$10.00	\$50.00	\$26.67	\$133.33
65	Pavement Surface Preparation for Marking (Blast Clean)(ARROW), Complete and in place	5	EA	\$20.00	\$100.00	\$50.00	\$250.00	\$10.00	\$50.00	\$26.67	\$133.33
66	Construction Entrance/Exit, Complete and in place	170	SY	\$30.00	\$5,100.00	\$14.00	\$2,380.00	\$25.00	\$4,250.00	\$23.00	\$3,910.00
67	Biodegradable Erosion Control Logs (12"), Complete and in place	225	LF	\$10.00	\$2,250.00	\$7.00	\$1,575.00	\$10.00	\$2,250.00	\$9.00	\$2,025.00
68	Inlet Protection Barrier, Complete and in place	500	LF	\$14.00	\$7,000.00	\$4.00	\$2,000.00	\$10.00	\$5,000.00	\$9.33	\$4,666.67
69	Sediment Control Fence, Complete and in place	7,400	LF	\$2.00	\$14,800.00	\$3.00	\$22,200.00	\$2.50	\$18,500.00	\$2.50	\$18,500.00
70	Sanitary Sewer Manhole (4' Dia) Coating (Min 80 Mils DFT) per WCID#2 Note, SHT 89, Complete and in place	200	VF	\$300.30	\$60,060.00	\$145.00	\$29,000.00	\$100.00	\$20,000.00	\$181.77	\$36,353.33
71	Remove and Re-Install U.S. Postal Service Mail Boxes w/ Conc Pad to Match Exist., Complete and in place	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,833.33	\$3,833.33
72	Provide Insurance and Payment and Performance Bonds for Entire Contract (Staffordshire Rd Cost Share)	1	LS	\$25,000.00	\$25,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$36,000.00	\$36,000.00
73	Project Sign for Staffordshire Rd Complete and in place	2	EA	\$900.00	\$1,800.00	700	\$1,400.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
74	Final General Site Restoration (Grading, Final Clean-Up, ETC), Complete and in place	1	LS	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$7,500.00	\$7,500.00	\$17,500.00	\$17,500.00
SUB-TOTAL AMOUNT - BASE BID - SECTION B				250 DAYS	\$3,571,815.00	195 DAYS	\$3,807,396.00	330 DAYS	\$4,289,402.50	NA	\$3,889,537.83



Freese & Nichols, Inc.
 11200 Broadway St., Suite 2320
 Pearland, TX 77584
BID TABULATION

Owner: City of Missouri City Project: Independence Blvd. and Staffordshire Rd Paving and Drainage Improvements Bid Date: 4-24-18 IFB # 18 - 177 (PN 2749) FNI Project No.: CMC 17-389				Durwood Greene Construction Co. P.O Box 1338 Stafford, TX 77497-1338		SER Construction Partners, LLC. 3636 Pasadena Blvd. Pasadena, TX 77503		Conrad Construction Co., LTD. P.O. Box 841134 Houston, TX 77284		Average All Bids	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Alternate Bid - Section C - Supplemental Items											
1	Extra 8" Jointed Reinforced Concrete Pavement, Complete and in place	2,000	SY	\$43.00	\$86,000.00	\$46.00	\$92,000.00	\$55.00	\$110,000.00	\$48.00	\$96,000.00
2	Extra Lime Subgrade Preparation, Compacted to 95% Standard Proctor, Complete and in place	2,200	SY	\$2.50	\$5,500.00	\$3.30	\$7,260.00	\$4.00	\$8,800.00	\$3.27	\$7,186.67
3	Extra Hydrated Lime Material (8%), Complete and in place	50	TN	\$180.00	\$9,000.00	\$175.00	\$8,750.00	\$175.00	\$8,750.00	\$176.67	\$8,833.33
4	Extra Cement Stabilized Sand (1.5 Sack Cement per Ton), Complete and in place	500	TN	\$20.00	\$10,000.00	\$23.00	\$11,500.00	\$20.00	\$10,000.00	\$21.00	\$10,500.00
5	Extra 6" Concrete Curb. Complete and in place	1,000	LF	\$3.00	\$3,000.00	\$3.50	\$3,500.00	\$3.50	\$3,500.00	\$3.33	\$3,333.33
6	Extra Driveway, Complete and in place	50	SY	\$60.00	\$3,000.00	\$49.00	\$2,450.00	\$75.00	\$3,750.00	\$61.33	\$3,066.67
7	Remove and Replace exist Manhole with Standard Pre-Cast Conc Sanitary Sewer Manhole, Complete and in place	2	EA	\$7,500.00	\$15,000.00	\$3,400.00	\$6,800.00	\$5,000.00	\$10,000.00	\$5,300.00	\$10,600.00
8	Extra Depth Sanitary Sewer Manhole, Complete and in Place	20	LF	\$250.00	\$5,000.00	\$375.00	\$7,500.00	\$150.00	\$3,000.00	\$258.33	\$5,166.67
9	Extra 4" Thick, 5' Sidewalk, Complete and in place	1,000	SF	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$7.00	\$7,000.00	\$5.67	\$5,666.67
10	Extra Roadway Excavation, Complete and in place	1,000	CY	\$8.00	\$8,000.00	\$10.00	\$10,000.00	\$12.00	\$12,000.00	\$10.00	\$10,000.00
11	Extra Roadway Embankment (Compacted), Complete and in place	1,000	CY	\$5.00	\$5,000.00	\$4.00	\$4,000.00	\$12.00	\$12,000.00	\$7.00	\$7,000.00
12	Extra Asphalt Pavement (2")(TY D HMA), Complete and in place	5	TN	\$250.00	\$1,250.00	\$225.00	\$1,125.00	\$350.00	\$1,750.00	\$275.00	\$1,375.00
13	Extra Asphalt Stabilized Base (6"), Complete and in place	15	TN	\$200.00	\$3,000.00	\$125.00	\$1,875.00	\$200.00	\$3,000.00	\$175.00	\$2,625.00
14	Extra Solid St. Augustine Grass Sod Including Watering Until Vegetation Established, Complete and in place	1,000	SY	\$4.00	\$4,000.00	\$5.00	\$5,000.00	\$3.50	\$3,500.00	\$4.17	\$4,166.67
15	Remove and Replace San Swr Manhole Cone w/ Eccentric Cone, Complete and in place	7	EA	\$7,500.00	\$52,500.00	\$1,800.00	\$12,600.00	\$1,500.00	\$10,500.00	\$3,600.00	\$25,200.00
SUB-TOTAL AMOUNT - ALTERNATE BID - SECTION C				30 DAYS	\$215,250.00	30 DAYS	\$179,360.00	30 DAYS	\$207,550.00	NA	\$200,720.00
TOTAL AMOUNT - ALL SECTIONS				420 DAYS	\$7,045,645.00	420 DAYS	\$7,271,034.00	660 DAYS	\$8,394,247.50	NA	\$7,570,308.83

Durwood Greene Construction Co.

References on Work Performed

<u>Project Name</u>	<u>Contract Amount</u>	<u>Engineer</u>	<u>Owner / Engineer Rep.</u>	<u>Owner</u>	<u>Phone</u>
Tomball ISD High School #2 - Paving, W, S & D	\$8,366,231.25	Brooks & Sparks, Inc.	Mr. Gary A. Hutton	Tomball I. S. D.	(281) 357-3150
Veterans Memorial Stadium Parking Lot Renovations	4,451,305.80	Brooks & Sparks, Inc.	Mr. Steve Rice	Pasadena I. S. D.	(713) 740-5354
Katyland Drive Paving, Drainage & Related Waterline	4,880,846.00	Clay & Leyendecker	Mr. David Leyendecker	City of Katy	(281) 782-8491
HC 11/0304 - Fairmont Parkway Phase 1 - BW 8 to Space Center Blvd, Pct 2	4,645,742.35	Brooks & Sparks, Inc.	Mr. Randy Sparks	Harris County	(281) 578-9595
Laurel Park Section 1 Paving	2,195,972.50	LJA Engineering, Inc.	Mr. Alan McKee, P.E.	Harris Co. MUD No. 530	(713) 304-0351
HC 12/0239 - Fairmont Parkway Phase 2 - Space Center Blvd, to Red Bluff Pct 2	4,469,365.25	J. Costanza Engineers	Mr. Rich Elwood, P.E.	Harris County	(713) 274-1531
City of Bellaire Millennium Renewal Phase 6 Contract 2	4,157,110.00	Claunch & Miller	Mr. Joe C. Keene	City of Bellaire	(713) 662-8222
TxDOT Fort Bend Co. West Airport Blvd -TxDOT Project No. STP 96 (69) MM	3,560,000.00	TxDOT	Mr. James Hunt, P.E. (at BGE)	TxDOT	(281) 558-8700
TxDOT Fort Bend Co. Dairy Ashford Blvd - TxDOT Project No. DB 96 (70)	8,540,000.00	TxDOT	Mr. James Hunt, P.E. (at BGE)	TxDOT	(281) 558-8700
Greens Crossing Blvd & Plaza Verde Dr. Extension	3,028,987.00	Brown & Gay Engineers, Inc.	Mr. Andy Mersmann, PE	HC MUD No. 406	(281) 558-8700
Pinto Business Park Drive Street Dedication Sec. 1 W, FM, D & Pav	918,369.00	Brown & Gay Engineers, Inc.	Mr. Andy Mersmann, PE	HC MUD No. 406	(281) 558-8700
Aliana Section 57 W,S,D & Paving	2,788,815.70	LJA Engineering, Inc.	Mr. Travis Stone	Ft Bend Co. MUD No. 134B (Aliana)	(832) 746-6445
Aliana Section 59 W,S,D & Paving	1,465,835.72	LJA Engineering, Inc.	Mr. Travis Stone	Ft Bend Co. MUD No. 134B (Aliana)	(832) 746-6445
West Bellfort Paving & Drainage Martinez to FM 1464 Bid 09-055	4,293,222.30	Kelly R. Kaluza & Assoc.	Mr. Richard Solis, P.E.	Fort Bend County	(281) 633-7500
Greenbusch Road Improv. from Katy Flewellen Rd to Shadow Forest Bid 09-061	2,744,594.00	Fort Bend Co. Engineering	Mr. Nathan Hatcher	Fort Bend County	(281) 633-7500
West Airport Blvd Phase 2 Water, Drainage Facilities & Paving	3,184,121.20	LJA Engineering, Inc.	Mr. Travis Stone	Ft Bend MUD No. 134A (Aliana Dev.)	(832) 746-6445
TxDOT Fort Bend Co. CS (Stafford Rd) STP 2009 (792)ES, etc.; CSJ No. 0912-34-126	12,544,891.75	TxDOT	Mr. James Hunt, P.E. (at BGE)	TxDOT	(281) 558-8700
Reed Road Auxillary & Contestant Parking Lots	4,048,504.00	Edminster, Hinshaw, Russ & Assoc.	Mr. Greg Golightly	Houston Livestock Show & Rodeo	(832) 667-1000
Greenbusch Road - Post Oak /Katy Flewellen to Shadow Forest	2,889,419.14	Cobb Fendley & Associates	Mr. Nathan Hatcher	Fort Bend County	(281) 633-7500
West Bellfort Road - FM 1464 to Martinez St.	4,880,456.42	Kelly R. Kaluza & Associates	Mr. Steve Evans	Fort Bend County	(281) 633-7500
Marcello Lakes Section 1 Paving & Grading & Left Turn Lane (Clay Rd)	1,525,156.30	Edminster, Hinshaw, Russ & Assoc.	Mr. P. Blake Shelton, P.E.	HCMUD #536 (Marcello Lakes Ltd.)	(713) 784-4500
Jordan Ranch Street Dedication No. 2 W,S,D & Paving	1,816,595.10	IDS Engineering Group	Mr. Eric D. Johnson, PE.	Fulshear MUD No. 3A	(713) 462-3178
Jordan Ranch Section 9, 12 & 14 W,S,D & Paving	1,388,969.80	IDS Engineering Group	Mr. Eric D. Johnson, PE	Fulshear MUD No. 3A	(713) 462-3178
Katy-Ft. Bend Road from IH 10 to Colonial Parkway	2,932,296.40	Costello, Inc.	Mr. Fred Childs	Houston Metro / City of Katy	(713) 739-6007
SH 99 - Grand Parkway Access Road	2,561,171.05	Costello, Inc.	Ms. DeKecha P. Shepherd, P.E.	Ft Bend MUD No. 194	(713) 773-7788
HC 05/0202 - Clay Road - W of Peek to W of Elrod - Pct 3	5,192,418.80	J & S Engineering, Inc.	Mr. Morris Frawley, P.E.	Harris County	(713) 274-1531
HC Job 16/0046 Eldridge Parkway(Bellaire to San Martin Lane)	1,382,493.00	Zarinkelk Engineering	Mr. Lee Sheldon, P.E.	Harris County	(713) 806-0813
Bellaire Blvd. Extension	3,629,765.50	Benchmark Engineering Corp.	Mr. Siab Y. Saour, P.E.	Fort Bend M.U.D. No. 133	(713) 266-9930
TxDOT Austin Co. IH 10 STP 2011(631)ES; CSJ No. 0271-02-057	8,863,168.27	TxDOT	Mr. Mark Wooldridge, PE.	TxDOT	(979) 532-3141
TxDOT Matagorda Co. SH 35 HP 632 (007); CSJ 0179-04-075	10,203,764.32	TxDOT	Mr. Mark Wooldridge, PE.	TxDOT	(979) 532-3141
TxDOT Brazoria Co. FM 523 STP 2015 (540); CSJ No. 1003-01-091, Etc.	7,475,838.93	TxDOT	Ms. Michelle Milliard, P.E.	TxDOT	(979) 864-8500
City of Houston City Wide Overlay Pack #20 WBS No. N-321037-0069-4	5,444,850.00	City of Houston	Ms. Rowaidah Ayoub, P.E.	City of Houston	(832) 395-2206
City of Houston Clinton Dr. IH 610 to Federal Rd N-001037-0058 ARRA	2,926,376.20	City of Houston	Ms. Rowaidah Ayoub, P.E.	City of Houston	(832) 395-2206



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 9(b) Authorize the City Manager to execute a materials testing contract with Ninyo and Moore, Inc. for the Independence Segment 1 and Staffordshire Road Project
Submitted by: Shashi K. Kumar, P.E., Director of Public Works

SYNOPSIS

Authorize the City manager to execute a professional services contract with Ninyo and Moore, Inc. for materials testing for the Independence and Staffordshire Road Project.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Staff recommends contracting professional services contract with Ninyo and Moore, Inc. for materials testing for the Independence and Staffordshire Road Project.

Purchasing solicited providers by Request for Qualifications # 061-15 to establish a list professional providers for materials testing and inspection services for the various projects in the City. Ninyo and Moore, Inc., is one of the selected providers. Staff has reviewed the proposal for the various services to be provided during the project and found it comparable to jobs/projects of similar scope.

Based on the scope of work involved in the project, the estimated cost of the testing services is \$ 223,405.00. A standard professional services City agreement will be executed.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project / Account Name	FY18 Funds Budgeted	FY18 Funds Available	Amount Requested
Bond Proceeds	403-58700-15-999-50084	Independence Seg. 1 / Staffordshire	\$4,205,000	\$346,314*	\$223,405.00

*If the cover memo item 9(a) is approved, the available amount will be \$346,314. The calculation is based on current remaining budget balance \$3,869,137 less the 50% share of the City will pay for the total construction contract price, i.e. \$3,522,823 (\$7,045,645 x 50%) per the interlocal agreement with Fort Bend County approved by council on May 15, 2017.

Purchasing Review: Shannon Pleasant, CTPM
Financial/Budget Review: Dennice Chui, MS

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

SUPPORTING MATERIALS

1. Proposal

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a materials testing and inspection services contract with Ninyo and Moore, Inc. for materials testing for the Independence Segment 1 and Staffordshire Road Project.

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

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



April 24, 2018
Project No. 700780001

Mr. Mark Law
Project Manager
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

Subject: Construction Materials Testing and Inspection Services
Independence (Segment 1) and Staffordshire Road Reconstruction
Independence Boulevard and Staffordshire Road
Missouri City, Texas

Dear Mr. Law:

Ninyo & Moore is pleased to submit this proposal to perform construction materials testing and inspection services for the above mentioned project located at Independence Boulevard and Staffordshire Road in Missouri City, Texas. Ninyo & Moore is capable of performing a wide variety of geotechnical and materials inspection and testing services including soils and aggregates, asphalt concrete, and reinforced concrete.

SCOPE OF SERVICES

The proposed scope of services is presented for the Independence (Segment 1) and Staffordshire Road Reconstruction project which will consist of approximately 31,000 square yards of roadway paving; 2,800 linear feet of concrete dowel curb; 1,100 linear feet of storm sewer installation; 35,000 square yards of lime treated subgrade; 25 tons of Type D asphalt; and 120 tons of asphalt base. Ninyo & Moore anticipates that the following services may be needed during the construction phase:

- Observation and testing of lime treated subgrade;
- Observation and field density testing for utility trench backfill, embankment and paving subgrade;
- Asphalt sampling and testing;
- Cast-in place concrete sampling and testing;
- Concrete coring, measuring and compressive tests;

- Laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), 200 Wash, and Compressive Strength Testing of Concrete; and
- Project management, data processing and report review services of laboratory and field test reports.

ESTIMATED FEE

The fees for the services described herein will be accrued in accordance with the attached cost estimate. The cost for materials testing services is estimated to be approximately \$223,400 (Two Hundred Twenty-Three Thousand Four Hundred Dollars). Billing will be for the actual costs incurred and will be determined by the needs of our client and the frequency with which Ninyo & Moore is requested to the project site. Our proposed testing scope of services and estimated fee has been prepared based on the review of the approved plans and specifications.

Please note that our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached standard Schedule of Fees. Our proposed scope of services and estimated fee has been prepared without knowledge of the General Contractor's exact means and methods of construction and without the aid of a detailed construction schedule. We have assumed a construction time of 12 to 15 months.

If this proposal meets with your approval, please provide an engagement letter, purchase order, or other convenient authorization vehicle. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Glenn Urban
Project Manager



Jay T. Sunderwala, PE
Managing Principal Engineer

GTU/JTS/lis

Attachments: Schedule of Fees
Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee (via email)

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 165
Senior Engineer/Geologist/Environmental Scientist	\$ 135
Senior Project Engineer/Geologist/Environmental Scientist	\$ 115
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Sampling Technician	\$ 115
Project Engineer/Geologist/Environmental Scientist	\$ 120
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 105
Staff Engineer/Geologist/Environmental Scientist	\$ 95
Certified Site Surveillance Technician, Lead Sampling Technician	\$ 95
Nondestructive Testing Technician (NDT) (UT, MT, LP)	\$ 120
Concrete/Asphalt Batch Plant Inspector	\$ 85
Special Inspector (Concrete, Masonry, Structural Steel, Welding and Fireproofing)	\$ 120
Field Operations/Project Manager	\$ 80
GIS Analyst	\$ 75
Supervisory Technician/Senior Inspector	\$ 70
Senior Field/Laboratory Technician	\$ 55
Field/Laboratory Technician	\$ 50
Technical Illustrator/CAD Operator	\$ 50
Geotechnical/Environmental/Laboratory Assistant	\$ 40
Information Specialist	\$ 40
Data Processing, Technical Editing, or Reproduction	\$ 40

Other Charges

Rebar Locator (Micro Covermeter/Pachometer)	\$130/day
Inclinometer Usage	\$160/day
Concrete Coring Machine Usage (includes one technician)	\$ 140/hr
Anchor Load Test (includes one technician)	\$ 75/hr
X-Ray Fluorescence	\$300/day
PID/FID Usage	\$ 135/hr
Hand Auger Kits (includes 10 soil sample kits)	\$ 65/day
Water Level Meter Usage	\$ 50/day
Floor Flatness Equipment Usage	\$ 40/hr
Vapor Emission Kits	\$ 45/kit
Conductivity/pH Meter Usage	\$ 40/day
Nuclear Density Gauge Usage	\$ 10/hr
Field Vehicle Usage	\$ 9/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal. The given rates do not apply to projects that are subject to Davis Bacon/prevaling wage provisions.

Invoices will be rendered monthly unless otherwise arranged, and are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days. Attorney fees or other costs incurred in collecting delinquent accounts will be paid by the client.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318	\$ 55
California Bearing Ratio (CBR), D 1883	\$ 185
One Dimensional Consolidation, D 2435	\$ 310
Consolidation Additional Increments, D 2435	\$ 45
Hydrometer Analysis, D 422	\$ 110
Double Hydrometer Analysis, D 4221	\$ 155
Moisture Content, D 2216	\$ 8
Moisture and Density, D 2937	\$ 35
Permeability, D 2434	\$ 200
Specific Gravity, D 854	\$ 50
Standard Proctor Density, D 698	\$ 175
Modified Proctor Density, D 1557 (Rock corrections add \$70)	\$ 190
Sieve Analysis, D 422	\$ 55
Sieve Analysis, 200 Wash, D 1140	\$ 45
Swell Test, D 4546	\$ 290
Triaxial Shear, U.U., D 2850 per point	\$ 55
Unconfined Compression, D 2166	\$ 40
Pinhole Dispersion Test, D 4647	\$ 245
Crumb Test Dispersion Test, D 4647	\$ 40
Lime Determination, PI Method	\$ 210
Lime Determination, pH Method, D 62765	\$ 200
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557	\$ 205

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 65
Brick Absorption, 5-hour boiling, C 67	\$ 65
Brick Absorption, 7-day, C 67	\$ 55
Brick Compression Test, C 67	\$ 30
Brick Moisture as received, C 67	\$ 30
Brick Measurement, C 67	\$ 50
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Unit Weight and Absorption, C 140	\$ 70
CMU Block Moisture Content, C 140	\$ 70
CMU Block Measurement, C 140	\$ 25
Compressive Strength, Grout prism, C 1019	\$ 40
Compressive Strength, Mortar Cube, C 109	\$ 20

CONCRETE / CEMENT

Compression Strength, C 39	\$ 15
Flexural Test, C 78 or C 293	\$ 25
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 72
Concrete Core Measurement, C 174	\$ 10
Concrete Coring Minimum Charge	\$ 300
Concrete Coring – 4" Diameter to 6-inch depth	\$ 90
Concrete Coring Additional Thickness 6" to 12" depth	\$ 8/inch
Concrete Coring Additional Thickness over 12" depth	\$ 10/inch
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

FIREPROOFING

Density of SFRM, E 605	\$ 35
Cohesion/Adhesion of SFRM, E 736	\$ 25

ASPHALT CONCRETE

Asphalt Mix Design Review, Job Spec	\$ 190
Asphalt Mix Design, 5 points	\$ 1,500
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 190
Hveem Stability, Tex 208F	\$ 90/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 50/set
Bulk Density Core, Tex 207F	\$ 45
Molding Specimens, Tex 206F	\$ 55/set
Measurement of Asphalt Cores	\$ 10
Asphalt Coring Minimum Charge	\$ 300
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 80
Concrete Coring Additional Thickness over 6" depth	\$ 7/inch
Maximum Theoretical Unit Weight, Tex 227F	\$ 80

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 50
Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 180
Organic Impurities, C 40	\$ 45
Sieve Analysis, Coarse Aggregate, C 136	\$ 50
Sieve Analysis, Fine Aggregate, C 136	\$ 50
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 70
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Table 1 - Breakdown of Estimated Fee

EARTHWORK

Engineering Technician							
Paving, Utilities, Subgrade	200 days	@	8	hours/day	@	\$ 50.00 /hour	\$ 80,000.00
Engineering Technician (OT)	60 days	@	3	hours/day	@	\$ 75.00 /hour	\$ 13,500.00
	12 days	@	10	hours/day	@	\$ 75.00 /hour	\$ 9,000.00
Vehicle Usage Charge			1900	hours	@	\$ 9.00 /hour	\$ 17,100.00
Nuclear Density Gauge			1900	hours	@	\$ 10.00 /hour	\$ 19,000.00
Laboratory Testing							
Standard Proctor Density, D 698			5	samples	@	\$ 175.00 /sample	\$ 875.00
Standard Proctor Density Treated Soils, D 698			5	samples	@	\$ 195.00 /sample	\$ 975.00
200 Wash			20	samples	@	\$ 45.00 /sample	\$ 900.00
Plasticity Index			25	samples	@	\$ 45.00 /sample	\$ 1,125.00
Subgrade Treatment Recommendations			2	samples	@	\$ 300.00 /sample	\$ 600.00
CSS Compressives			96	samples	@	\$ 65.00 /sample	\$ 6,240.00
						Subtotal	\$ 149,315.00

CONCRETE

Engineering Technician							
Paving	35 days	@	8	hours/day	@	\$ 50.00 /hour	\$ 14,000.00
Utilities	20 days	@	5	hours/day	@	\$ 50.00 /hour	\$ 5,000.00
Engineering Technician (OT)	35 days	@	4	hours/day	@	\$ 75.00 /hour	\$ 10,500.00
Cylinder Pickups (no charge if already onsite for other services)	20 days	@	4	hours/day	@	\$ 50.00 /hour	\$ 4,000.00
Compression Tests of Cylinders			360	cylinders	@	\$ 15.00 /cylinder	\$ 5,400.00
Concrete Cores			45	samples	@	\$ 200.00 /sample	\$ 9,000.00
Vehicle Usage Charge			600	hours	@	\$ 9.00 /hour	\$ 5,400.00
						Subtotal	\$ 53,300.00

REINFORCEMENT STEEL INSPECTION

Locator	2	days	@	\$ 120.00 /day		\$ 240.00
				Subtotal		\$ 240.00

ENGINEERING REVIEW, CONSULTATION AND DATA PROCESSING

Principal Engineer	30	hours	@	\$ 165.00 /hour		\$ 4,950.00
Project Manager	130	hours	@	\$ 80.00 /hour		\$ 10,400.00
Data Processing, Technical Editing, or Reproduction	130	hours	@	\$ 40.00 /hour		\$ 5,200.00
				Subtotal		\$ 20,550.00

TOTAL ESTIMATED FEE

\$ 223,405.00



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 9(c) Authorize City Manager to negotiate and enter into a contract with Sree Venkateswra Datta Pet Clinic, LLC (dba Economy Pet Clinic) for the provision of Professional Services by providing Veterinarian Services as required for the City Animal Shelter.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works

SYNOPSIS

Authorize the City Manager to negotiate and enter into a contract with Sree Venkateswra Datta Pet Clinic, LLC (dba Economy Pet Clinic) for the provision of Professional Services by providing Veterinarian Services as required for the City Animal Shelter.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

Staff recommends contracting a Professional Services agreement with Sree Venkateswra Datta Pet Clinic, LLC (dba Economy Pet Clinic) for the provision of Veterinarian Services as required for the City Animal Shelter, which includes one visit by the veterinarian to the shelter every week. This is part of several enhancements planned to the Animal Shelter that was discussed with City Council. This was also one of the recommendations provided by the state review agencies – which is to establish a “patient-client” relationship.

Public Works along with the Purchasing Division solicited providers by Request for Proposal No. 18-167 where the City received only one response from a local provider, whose pricing exceeded the City’s budget allocation. Subsequently, Purchasing initiated a re-advertisement No. 18-167/Re-Ad, dated April 17, 2018. Along with posting this solicitation on the State of Texas Electronic State Business Daily (ESBD) website and in the local newspaper, staff personally hand delivered the solicitation to all veterinary providers in Stafford, Sugar Land and Missouri City. Only one response was received, which was from Sree Venkateswra Datta Pet Clinic, LLC (dba Economy Pet Clinic). This provider, to which the City’s pets are currently taken to the clinic on an as-needed basis, has more reasonable pricing consistent with the allocated budget. In addition, this provider is a Missouri City vendor.

The term of this agreement shall be from the date of execution through April 30, 2019 with the option for parties to mutually renew annually for four (4) years (2023).

Based on the current budget and estimated expenditures, the anticipated cost of these services shall not exceed \$ 50,000 per annum.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project / Account Name	FY18 Funds Budgeted	FY18	Amount Requested
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				Funds Available	
General Fund	101-53504-15-148-	Contractual Services	\$ 29,300.00	\$ 20,200.00	\$ 20,000. *

- This amount (\$ 20,000.00) is anticipated to fund through September 2018.

Purchasing Review: Shannon Pleasant, CTPM

Financial/Budget Review: Bertha P. Alexander, MBA

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. Proposal

STAFF'S RECOMMENDATION

Authorize the City Manager to negotiate and enter into a contract with Sree Venkateswra Datta Pet Clinic, LLC (dba Economy Pet Clinic) for the provision of Professional Services by providing Veterinarian Services as required for the City Animal Shelter.

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

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



RE-ADVERTISEMENT

Request for Proposal 18-167/ReAd

For

Veterinarian Services for City Animal Services Center

Commodity Code: 961-86

ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS

Sealed proposals, subject to the terms and conditions of this Request for Proposal, for the above referenced will be received by the Purchasing Manager of the City of Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 until the bid opening time at which time the proposals will be opened and the name of the respondents publicly read in the Council Chambers on the second floor of City Hall. Responses received after the specified time will be returned unopened.

SUBMIT NO LATER THAN: 2 PM CT, April 17, 2018
MARK ENVELOPE: RFP # 18-167/ReAd
DELIVER TO: Sealed Bid Box, Purchasing Office, 1522 Texas Parkway,
Missouri City, TX 77489

SRGE VENKATESWARA DATTA PET CLINIC LLC (DBA Economy Pet Clinic)
LEGAL NAME OF CONTRACTING COMPANY

RAO P PERLA OWNER / VETERINARIAN
CONTACT PERSON TITLE

713-501-6157 832-859-0966
TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS

1100 Murphy Road, 812 #c Missouri city 77479
COMPLETE MAILING ADDRESS CITY/STATE ZIP

WILL YOU ACCEPT MASTERCARD FOR PAYMENT OF INVOICES? yes

Rao P Perla
AUTHORIZED SIGNATURE
RAO P PERLA

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

E. Proposals will be received on or before **2:00 p.m., Tuesday, April 17, 2018**. Proposals received after the proposal date and time will not be considered.

III. ADDITIONAL INSTRUCTIONS AND INFORMATION

A. No pre-proposal meetings are scheduled.

B. If a respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related document, the respondent should immediately notify the Purchasing Office at the e-mail address listed below. **All Questions regarding this proposal must be received, in writing, by the Purchasing Division/PW Department (at the email address below) on or before 9:00 a.m., Wednesday, April 9, 2018.** After the Purchasing Office has been notified of a discrepancy or omission, or has been asked a question, the Purchasing Office will post an amendment or addendum at <http://www.missouricitytx.gov/index.aspx?nid=404> for all respondents to view.

C. A respondent may withdraw a proposal by giving the Purchasing Office written notice of the withdrawal before the proposal deadline. If a respondent submits written notice of the withdrawal after the proposal deadline, a respondent must receive the City's written consent to withdraw a proposal.

D. Proposals received in response to this RFP will be reviewed and evaluated by City staff.

E. Additional documents, amendments, and addendums relating to this RFP are available at the City of Missouri City's Purchasing Office and at <http://www.missouricitytx.gov/index.aspx?nid=404>.

F. If you have any questions, please contact:

City of Missouri City PW/Purchasing Office

Alan A. Phillips, CPPB

E-mail: alan.phillips@missouricitytx.gov

Contact with any personnel of the City other than Alan A. Phillips, regarding this Request for Proposal may be grounds for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the respondent or the respondent's receipt of any answers, addenda, or amendments placed on the City's website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF MISSOURI CITY STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT (SEE INSURANCE REQUIREMENTS SECTION BELOW). THE SAMPLE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS RFP OR BY CONTACTING THE INDIVIDUALS LISTED ABOVE.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and may be utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the provider that offers the "best value" for the desired relationship. After receipt of the proposals, City of Missouri City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Missouri City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) 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;
- (2) 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.
- (3) 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;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$2,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Missouri City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

VI. OTHER TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Missouri City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Missouri City, including affiliations and business and financial relationships such persons may have with City of Missouri City officers.

By doing business or seeking to do business with the City of Missouri City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found in Section C of this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Missouri City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Missouri City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Missouri City designated location) are to be included in the proposal price.

PACKING SLIPS: Packing slips or other suitable shipping documents shall accompany each shipment and shall show:

1. Respondent company name and address;
2. Name and address of the City of Missouri City department the shipment is being made to;
3. City of Missouri City purchase order number;
4. Descriptive information as to the items delivered, including quantity and part numbers;

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey any resulting contract, in whole or in part, without the prior written consent of City of Missouri City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful Contractor(s) agree(s) to extend prices and terms to all entities, that have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Missouri City.

VII. MINIMUM SPECIFICATIONS FOR THE PROVISION OF Veterinarian Services for City Animal Services Center

FOR THE CITY OF MISSOURI CITY

1. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

NONE

2. Proposal Evaluation Factors

Emphasis	Factor
40%	Relevant Experience
20%	Price
20%	Respondents proposal
10%	Proximity to City's Animal Services Center

3. Brand Manufacture Reference

Not applicable.

4. Key Events Schedule

Proposal Release Date	March 21, 2018
Deadline for Submittal of Written Questions	April 9, 2018, 9:00 AM
Sealed Proposals Due to and Opened by City	April 17, 2018, 2:00 PM
Anticipated Committee Evaluation Review Date	Week of April 23, 2018
Anticipated Award Date	Week of April 23, 2018
Anticipated Contract Start Date	Post Council Approval

**REQUEST FOR PROPOSAL
RFP #18-167/READ**

Veterinarian Services for City Animal Services Center

F. Late submittals will not be considered. At least one (1) bound original; two (2) exact paper copy and one (1) each electronic copies (CD or jump drive) of the following documents must be submitted (see **Submission Deadline** herein):

1. Proposal Response;
2. Bidder Certification and Addenda Acknowledgement;
3. Respondent's Information Form;
4. Conflict of Interest Questionnaire (CIQ Form);
5. Non-Disclosure Agreement.
6. HB 1295 Certificate of Interested Parties

shall be submitted to:

City of Missouri City
Office of the Purchasing Manager
1522 Texas Parkway
Missouri City, TX 77489

To enable the City of Missouri City to efficiently evaluate the responses, it is IMPORTANT that the respondents follow the required format in preparing their responses. RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.

Inquiries regarding this Request for Proposals must be submitted in writing, or by email, to alan.phillips@missouricitytx.gov. Emailed requests must include the following reference on the email subject line: RFP # 18-167/ReAd.

NOTES:

- (1) By submission of your proposal and qualification statements in response to this announcement, you are certifying that neither your firm, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any Federal department or State agency, or other governing body. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform the City of Missouri City.
- (2) No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the RFP or other prescribed submissions and/or presentations before the Selection Committee) to influence any employee or elected official of the City of Missouri City concerning award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification

SECTION C.
REQUIRED FORMS

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: SREE VENKATESWARA DATTA PET LLC (DBA) Economy Pet Clinic

REPRESENTATIVE's NAME: DR. RAO. P. PERLA

REPRESENTATIVE's TITLE: owner/veterinarian

MAILING ADDRESS: Economy Pet Clinic
1100 Murphy Rd (FM 1092), Ste. C
Missouri City, Texas 77459
Tel: (832) 539-6067

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: 832-859-0966

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: Rao. P. Perla

DATE: 4/10/18

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: SREE VENKATESWARA DATTA PET CLINIC LLC.

BUSINESS STREET ADDRESS: 1100 Murphy Road, Ste # C

BUSINESS MAILING ADDRESS: Missouri City, TX, 77459

BUSINESS TELEPHONE NUMBER: 832-539-6067

EMAIL ADDRESS: _____

COUNTY: FB. MINORITY OWNED (circle one) YES NO # OF EMPLOYEES: 8-10

CORPORATION: X PARTNERSHIP: _____ PROPRIETORSHIP: L.L.C. L.L.P.: _____

YEAR EST: 2012 NO. OF YEARS IN BUSINESS: 6 FEDERAL ID NO.: _____

NATURE OF BUSINESS: Regular small animal clinic for Dogs & Cats

PRINCIPALS:

NAME: RAJ. P. PERLA TITLE: owner

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP: _____

PHONE NO.: _____

NON-DISCLOSURE AGREEMENT

Name of Project: Veterinarian Services for City Animal Services Center

RFP No. 18-167/ReAd

THIS AGREEMENT, made and entered into as of this 10th day of April, 2018, by and between Elcom Systems, having its principal office at Missouri City, TX 77459 hereinafter "Company" and the City of Missouri City (City), having its principal office at 1522 Texas Parkway, Missouri City, TX. 77489, hereinafter "City", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, which are confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, or other information, including but not limited to:

- Social Security Numbers
- Drivers License Numbers
- Names, Addresses, phone numbers

in addition to, reports, plans, documents, drawings, models, software, materials, and knowhow may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Disclosure of Confidential Information

- A. The City has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to: Shelter Animals.
The City agrees to make a disclosure of this information to company solely for the purpose of: _____.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Fort Bend County, State of Texas.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.
- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the State of Texas.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

City of Missouri City:	Contractors Company Official:
Name: _____	Name: <u>RAO P PERIA</u>
Title: _____	Title: <u>owner</u>
Signature: _____	Signature: <u>Rao P Peria</u>
Date: _____	Date: <u>4/13/18</u>

CANINE: Treatment for sick or injured

Exam Fee	\$ <u>20\$</u>
Dental cleaning	\$ <u>150\$ to 200\$</u>
Dental extractions	\$ <u>10\$/teeth</u>
X-rays	\$ <u>Not yet established.</u>
Fecal	\$ <u>20\$</u>
<input checked="" type="checkbox"/> Euthanasia – if medically necessary and shelter cannot do	\$ <u>85\$ (city has to dispose)</u>

FELINE: Treatment for sick or injured

Exam Fee	\$ <u>20\$</u>
Dental cleaning	\$ <u>150\$ to 200\$</u>
Dental extractions	\$ <u>10\$/teeth</u>
X-rays	\$ <u>Not yet established.</u>
Deworming	\$ <u>15\$</u>
Fecal	\$ <u>20\$</u>
Upper respiratory illness treatments – very common	\$ <u>60-85\$</u>
<input checked="" type="checkbox"/> Euthanasia – if medically necessary and shelter cannot do	\$ <u>85\$ (city has to dispose)</u>

on appointment only.

Other animals

Occasionally we receive exotics, reptiles, birds or livestock and would like to know if you would be capable of handling these unusual animals. Yes _____ No

WE DO OUR OWN MICRO CHIPPING AND MOST OF THE VACCINES (EXCLUDING RABIES) , BUT SOMETIMES NEED THE VET TO DO THE VACCINES IF THEY ARE ILL OR INFIRMED AT TIME OF INTAKE. MOST OF THE FELINE ISSUES ARE URI OR UTI ISSUES. MOST OF THE CANINE MEDICAL ISSUES ARE MANGE/SKIN INFECTIONS/ALLERGIES, HOT SPOTS, INJURED TAILS OR EARS OR CHERRY

This is a SAMPLE of the contract proposed by the City and the awarded contractor. It is anticipated that all respondents will review and comment on this SAMPLE so that, prior to execution, the City might consider any modifications or exceptions proposed.

beyond June 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, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the Contractor and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints CITY to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

Section 9. Confidentiality: During the term of this Agreement, Contractor may come in contact with confidential information of CITY. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in Contractor's possession or . Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the

notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The Contractor shall provide a replacement Certificate of Insurance prior to such change or cancellation. The Contractor agrees to waive all the Contractor's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the Contractor will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

Section 15. Indemnification: Contractor shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at Contractor's expense, by or through attorneys reasonably satisfactory to the CITY. The Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the Contractor under this Agreement.

Section 16. Force Majeure: Neither CITY nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Section 17. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated ~~three (3) days after mailing.~~ **three (3) days after mailing.**

Section 18. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Section 19. Jurisdiction: CITY and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

EXHIBIT "B"

COMPENSATION

1. **Compensation (Select one item):**

Contractor shall be paid a **flat rate** of _____ dollars (\$ _____) for services.

OR

Compensation shall be based on a **daily rate** of \$350/4 hours / once a week dollars (\$ _____) for _____ (____) days between _____ and _____, _____ (year).

OR

Compensation shall be based on an **hourly rate** of XXX dollars (\$ 0.00) for a total amount of XXXXXX (XXXX) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars (\$ XX,000), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. **Reimbursable Travel Expenses:**

No travel expenses to visit Animal Shelter

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed _____ dollars (\$ _____):

Reimbursable Expenses included in this agreement are listed as follows:

Reasonable expenses related to meals, lodging, mileage, and coach class airfare that Contractor incurs may be covered if required to complete obligations herein (collectively "**Travel Expenses**"). Contractor agrees and acknowledges that in regard to reimbursement for Travel expenses, Contractor will be subject to the State of Texas Travel Reimbursement Guide, as may be amended from time to time. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by CITY for expenses that are prohibited or that exceed the allowable amounts set forth in the Travel Reimbursement Guide. Airfare reimbursements will be provided for general coach seating only and must be approved in advance by CITY. All requests for reimbursement of Travel Expenses must be accompanied by a signed invoice accompanied by original substantiating receipts.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2018-339482

Date Filed:
 04/16/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Economy pet clinic
 MISSOURI CITY, 77459, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

county --animal shelter-missouri city

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-167/ReAd
 animal shelter vists and treatment related

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	rao, perla	MISSOURI CITY, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION RAO PERLA

My name is _____, and my date of birth is _____.

My address is **Economy Pet Clinic**
1100 Murphy Rd (FM 1092), Ste.C
Missouri City, Texas 77459 (city) (state) (zip code) (country)
Tel: (832) 539-6067

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Missouri County, State of TX, on the 16th day of April, 2018.
 (month) (year)

Rao P Perla
 Signature of authorized agent of contracting business entity
 (Declarant)



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 21, 2018

To: Mayor and City Council
Agenda Item: 9(d) Consider approval and authorization for the final Community Development Block Grant (CDBG) 2018 Program Year (PY) Annual Action Plan
Submitted by: LaToya G. Ricketts, MPA, Community Development Coordinator

SYNOPSIS

Missouri City has been awarded a grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$272,007 for the City's Community Development Block Grant (CDBG) Program Year (PY) 2018. This item allows the Council to approve the final funding allocations for the CDBG PY 2018 Annual Action Plan and authorizes the City Manager to accept and execute the grant agreement in the amount of \$272,007 from the U.S. Department of Housing and Urban Development (HUD) for the City's CDBG PY 2018 Annual Action Plan.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

The City conducted two public hearings and provided a 30-day period to receive comments for or against the proposed CDBG PY 2018 Annual Action Plan. The public hearings were held on February 9, 2018 and April 16, 2018 during the regular City Council meetings. In addition to the public hearings, a public comment period was open from April 16, 2018 to May 15, 2018. During that timeframe the City received three comments; all comments received before May 2, 2018, were addressed in the Annual Action Plan.

The CDBG Program was allocated \$272,007 which may be used to fund certain public service and non-public service activities to support the objectives of the City's Five Year Consolidated Plan. On March 28, 2018 the City's Community Development Advisory Committee (CDAC) met to discuss and vote on recommendations to allocate the awarded amount. This funding for CDBG PY 2018 correlates with the City's Fiscal Year (FY) 2019.

As required, the City is including Contingency Language in its Draft Action Plan, based on a presumed level of funding for FY 2018 -2019. When the City receives an allocation that is higher or lower than the presumed PY 2018-2019 level of funding, the City will reduce or increase the funding allocated to the City's owner-occupied housing rehabilitation program, subject to public services and administration caps, by an amount equal to the difference between the total FY 2018-2019 funding allocated by HUD and the presumed level of funding for FY 2018-2019. The draft Action Plan provided for the proposed projects to expend \$300,000.00 (the CDBG allocation for PY 2018 plus \$20,000.00 unexpended funds).

The Program Year (PY) 2018 Annual Action Plan submission to HUD reflects the following funding allocations as adjusted by the Contingency Language:

<u>Public Service Activities</u>	<u>Funding Allocation</u> (Cap: 15% of total funding)
• Fort Bend Seniors Meals on Wheels	\$ 10,200
• Child Advocates	\$ 10,200
• Educational Scholarships	\$ 9,975
• Edison Art	<u>\$ 10,426</u>
Total:	\$ 40,801

<u>Non-Public Service Activities</u>	<u>Funding Allocation</u>
• Hunter's Glen HOA Park Improvement Project:	\$ 37,000.00
• Housing Rehabilitation:	\$ 92,804.60
• Code Enforcement:	\$ 47,000.00
• Administration: (Cap: 20% of total funding):	\$ <u>54,401.40</u>
Total:	\$ 231,206.00

Grand Total: \$272,007

BUDGET/FISCAL ANALYSIS

Funding for these activities would be available from the PY 2018 (FY 2019) CDBG allocation to the City. The appropriation of the funds in the City's budget for FY 2019 was submitted to City Council for final approval when the City submitted its FY 2019 budget to Council.

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. FY 2018 Funding Approval Letter
2. FY 2018 SF-424 Application
3. Action Plan
4. CDAC Draft Minutes 3/26/2018

STAFF'S RECOMMENDATION

Staff recommends approval for final funding allocations for the CDBG PY 2018 Annual Action Plan and that Council authorizes the City Manager to accept and execute the said grant agreement in the amount of \$272,007 from HUD for the City's CDBG PY 2018 Projects.

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

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

May 1, 2018

City Secretary

MAY 14 2018

Missouri City, TX

The Honorable Allen Owen
Mayor of Missouri City
1522 Texas Parkway
Missouri City, TX 77489-2170

Dear Mayor Owen:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2018 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special needs populations across the country. President Donald J. Trump signed Public Law 115-141 on March 23, 2018, which includes FY 2018 funding for these programs. Your jurisdiction's FY 2018 available amounts are:

Community Development Block Grant (CDBG)	\$272,007
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$ 0
Housing Trust Fund (HTF)	\$ 0

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide quality, affordable housing, a stable living environment, expand economic opportunities for low and moderate-income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regards to the impact of these formula grant programs.

To strengthen controls for the effective use of these formula funds, HUD urges grantees to continually evaluate policies and procedures governing implementation of these programs and to make adjustments as necessary. As a former local official who implemented CPD programs, I understand the benefit this funding brings to the local level as well as the management responsibilities that come with these Federal dollars. Only with constant analysis of how these critical funds are being used can we expect to fulfill our stewardships. The CPD team is prepared to assist you and your staff in achieving these goals through a wide range of training and technical assistance opportunities.

CPD is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Field Office Director.

Sincerely,



Neal J. Rackleff
Assistant Secretary

Application for Federal Assistance SF-424								
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision			* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: 05/10/2018		4. Applicant Identifier: 4188202001						
5a. Federal Entity Identifier: US Depart Housing & Urban Dev			5b. Federal Award Identifier: B-18-MC-48-0040					
State Use Only:								
6. Date Received by State: _____		7. State Application Identifier: _____						
8. APPLICANT INFORMATION:								
* a. Legal Name: City of Missouri City								
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6029035			* c. Organizational DUNS: 0835828820000					
d. Address:								
* Street1: 1522 Texas Parkway								
Street2: _____								
* City: Missouri City								
County/Parish: Fort Bend/Harris								
* State: TX: Texas								
Province: _____								
* Country: USA: UNITED STATES								
* Zip / Postal Code: 77489-2170								
e. Organizational Unit:								
Department Name: Development Services			Division Name: Community Development					
f. Name and contact information of person to be contacted on matters involving this application:								
Prefix: Ms.		* First Name: LaToya						
Middle Name: G.		_____						
* Last Name: Ricketts		_____						
Suffix: _____		_____						
Title: Community Development Coordinator								
Organizational Affiliation: Local Government								
* Telephone Number: 281-403-8628		Fax Number: 281-208-5551						
* Email: latoya.ricketts@missouricitytx.gov								

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PY 2018 CDBG Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="272,007.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="272,007.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

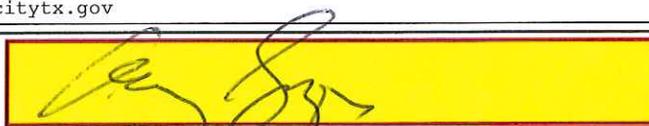
Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:



PY 2018
ANNUAL ACTION PLAN

**The U. S. Department of
Housing and Urban Development's
Community Development Block Grant Program (CDBG)**

**6th Program Year of the
2013-2018 Consolidated Plan**

**City of Missouri City, Texas
DUNS 083582882
Grantee #: B-18-MC-48-0040**

Allen Owen, Mayor

**Jerry Wyatt, At Large Pos. 1
Chris Preston, At Large Pos. 2
Yolanda Ford, District A**

**Jeffery L. Boney, District B
Anthony Maroulis, District C
Floyd Emery, Mayor Pro Tem,
District D**

Anthony Snipes, City Manager

May 15, 2018

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

HUD regulations at 24 CFR Part 91.15 (a)(2) require that City of Missouri City to submit an Action Plan to HUD by May 15, 2018, to receive PY 2018-2019 formula allocation. The Action Plan outlines how these funds will be used to address the goals and objectives outlined in the City's Five Year Consolidated Plan (2013-2018). In January 2018, HUD granted the City a one (1) year extension to its Five Year Consolidated Plan. The PY 2018 Annual Action Plan represents the sixth year plan for the current Consolidated Plan process. The City has not received its PY 18 Funding Allocations, however HUD has issued a revised procedures to govern the submission and review of consolidated plans and action plans for FY 2018 funding prior to computation of FY 2018 allocation amounts. *As required, the City's Contingency Language states, if HUD allocates more funding than the anticipated \$300,000 the City will increase the Housing Rehabilitation budget and the Administration Budget (20% cap of annual allocation) by that percentage amount but if it is less, the City will decrease funding to the Housing Rehabilitation budget, Public Service (15% cap of annual allocation), and the Administration Budget (20% cap of annual allocation) by that appropriated percentage amount. However, if HUD's allocation is less than 20% of the estimated annual CDBG total allocation (excluding money remaining after carrying out the activity), a substantial amendment to the Action Plan is not required.* The Draft Action Plan includes information regarding proposed projects to expend \$300,000 CDBG allocation for PY 2018 plus estimated \$316,518.58 PY2018, PY2018 carry-over funds. Total estimated PY 2018 funding is \$582,533.58. *(The Draft Annual Action Plan includes information regarding proposed projects to expend an estimated \$300,000 CDBG allocation for PY 2018 plus estimated \$76,357.51 PY2018 & PY2018 carry-over funds. Total estimated PY 2018 funding is \$357,622.51.)* The Department of Development Services (DS) is the lead department responsible for the consolidated planning process. The development of the Action Plan involves collaboration with other city departments, social service providers, housing developers, economic development entities, and the general public. These efforts shaped the various housing, community development, and economic development strategies which are outlined in the Action Plan.

Included in the plan are the following projects:

- Code Enforcement in CDBG Target Areas;
- Housing rehabilitation for owner-occupied units throughout the City;
- Services to Disabled Persons - Public service activities other than low/moderate income housing benefit: 15 Persons;
- Public Services for Abused and Neglected Children - Public service activities other than low/moderate income housing benefit: 80 Persons;
- Public Services for home-bound seniors - Public service activities other than low/moderate income housing benefit: 25 Persons;

- Public Services for Scholarships for post-secondary education - Public service activities other than low/moderate income housing benefit: 5 Persons; and
- Fair Housing Services
- Market Housing Study (PY 2017)

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's current Five Year Consolidated Plan, which covers the period July 2013 to June 2018, contains the goals and objectives which the City plans to address over the five year period. The Action Plan identifies those Five Year Plan goals and objectives that will be addressed with funding in that particular fiscal year. The Action Plan identifies 8 activities to be carried out the goals, objectives and outcomes which will be addressed in:

1. Housing Rehabilitation: \$92,804.60 to provide owner-occupied housing rehabilitation
2. Code Enforcement: \$47,000 to provide code enforcement in CDBG Target Areas
3. Post-secondary Scholarships: \$9,975 to provide scholarships for education
4. Meals on Wheels: \$10,200 to provide home-delivered meals
5. Child Advocates: \$10,200 to provide services to neglected/abused children
6. Edison Art: \$10,426 to provide educational services to children
7. Hunter's Glen HOA Park: \$37,000 to provide park improvement

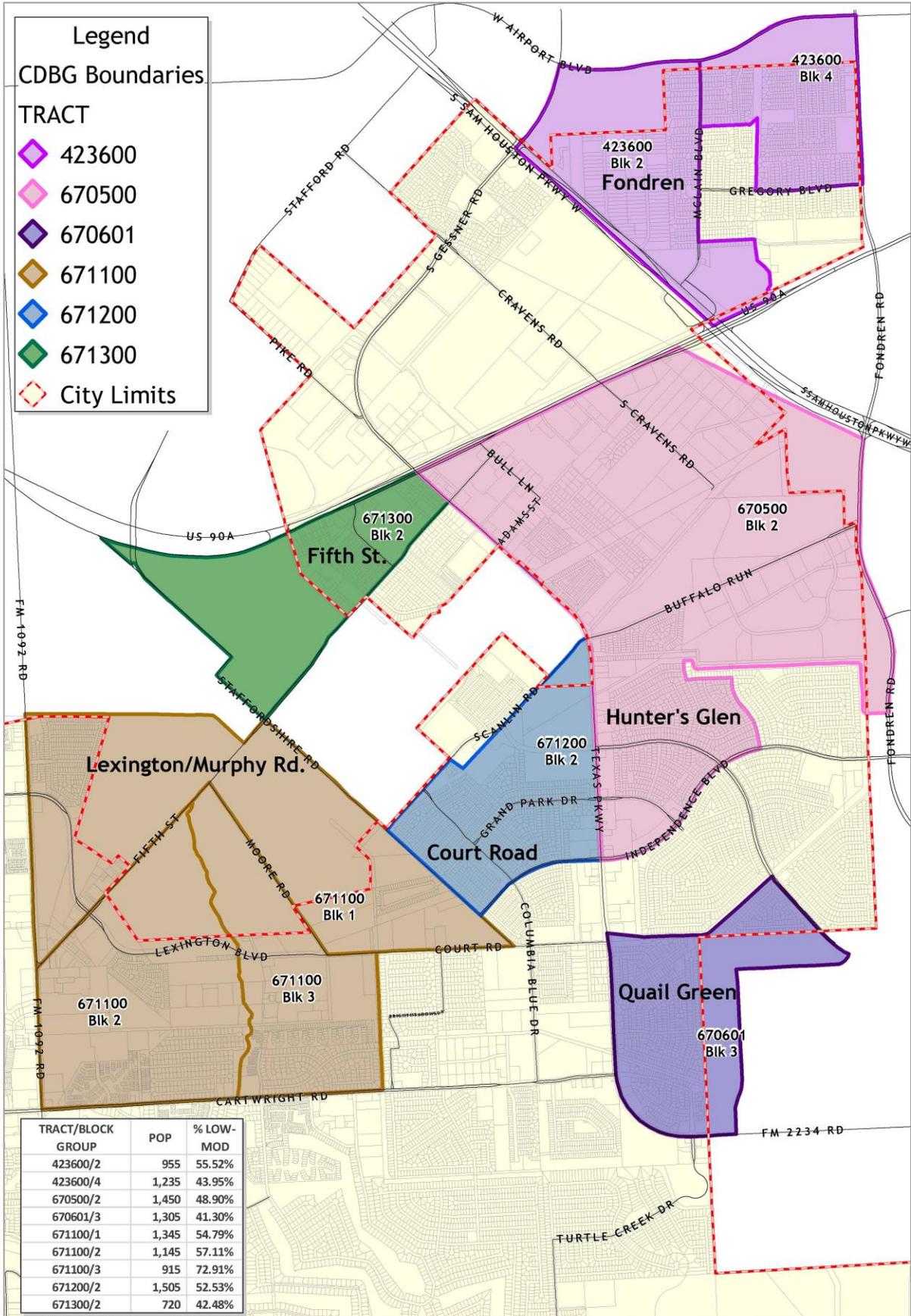
The PY 2018 Annual Action Plan addresses the priority needs set forth in the PY 2013-2019 Consolidated Plan (the City received a one year extension to the Consolidated Plan year). The proposed activities will serve low- to moderate-income residents through area-based code enforcement; park improvement; housing unit-based housing rehabilitation; and client-based home-delivered meals to the elderly, counseling to abused and neglected children; school-aged education; and post-secondary scholarships. The City will continue to affirmatively further fair housing within its jurisdiction and comply with Section 3 in reducing poverty by employing Section 3 contractors and subcontractors to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in Fair Housing and Section 3.

Legend

CDBG Boundaries

TRACT

- ◆ 423600
- ◆ 670500
- ◆ 670601
- ◆ 671100
- ◆ 671200
- ◆ 671300
- City Limits



TRACT/BLOCK GROUP	POP	% LOW-MOD
423600/2	955	55.52%
423600/4	1,235	43.95%
670500/2	1,450	48.90%
670601/3	1,305	41.30%
671100/1	1,345	54.79%
671100/2	1,145	57.11%
671100/3	915	72.91%
671200/2	1,505	52.53%
671300/2	720	42.48%

Map By:
GIS Division
February 2016



**Community Development
Block Grant (CDBG)**

%Low-Mod >= 41.3%, CDBG Eligible

0 0.125 0.25 0.5 0.75 1 Miles
Geographic Coordinate System North American Datum 1983 (NAD83)

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

CDBG Target Areas for Code Enforcement

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following were the major achievements reported in the latest Consolidated Annual Performance and Evaluation Report which covered the period of July 1, 2018 to June 30, 2018:

- Housing - 4 households were assisted.
- Public Services (excluding services to homeless) - 152 persons benefitted from public service activities.
- Public Facilities Improvements - 2 public facilities and infrastructure projects were
 - Code Enforcement -1,072 persons benefitted from Code Enforcement activity
 - Fair Housing - No fair housing complaints were received during PY2018, the public service agencies are on target to meet their goals. The City awards scholarships to all eligible applicants. Housing rehabilitation and code enforcement are also on target. The PY 15 housing rehabilitation program units were completed in PY2018. The PY 16 housing rehabilitation program units may not be completed by the end of PY2018; they will be completed in PY 2018 along with the proposed PY 2018 units. The City carried out a number of administrative tasks, including attending several HUD-sponsored workshops/conferences and webinars on fair housing, Section 3, and labor relations. Additionally, the City devoted significant general fund resources to enhancing the housing rehabilitation project through acquiring a Rehabilitation Software program and engaging the City's Building Inspectors to perform necessary inspection. The City improved its CDBG Funding Application and Housing Rehabilitation documents as well as the Subrecipient review process for the PY2018.

In addition during PY2018, the City's highlights its involvement in the regional collaboration of fair housing assessments and affirmatively furthering fair housing for program year 2018-2023, which was realigned to the Analysis of Impediments for Fair Housing (AI); its intentions to conduct the research and development of a comprehensive housing study. It will evaluation through the Comprehensive Plan update process, opportunities for redevelopment along four of the City's major corridors Texas Parkway; Cartwright Road; and FM 1092, and its influence development strategies within CDBG target areas including Fifth Street.

In PY2018, the City continued to work with the Houston Metropolitan Transit Authority (METRO) and Fort Bend Transportation to provide demand-response transportation services for the disabled and elderly. Other transportation services are provided from regional locations to various shopping and

health-related hubs. The City will continue to work with METRO to encourage the establishment of fixed-route transit along major thoroughfares in Missouri City.

The City of Missouri City is committed to affirmatively furthering fair housing choice throughout the City. Title VIII of the Civil Rights Act of 1968 makes discrimination based on race, color, religion, sex, national origin, familial status or disability illegal in connection with the sale or rental of housing and any vacant land offered for residential construction or use. An Analysis of Impediments to Fair Housing Choice was developed in PY 2012 and a new one is currently underway.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the PY 2018 process, the City of Missouri City began its citizen participation process with the integral participation of a seven (7) member Community Development Advisory Committee (CDAC). The CDAC is comprised of the three (3) district City Council members serving the CDBG Target Areas and four (4) Missouri City residents. The CDAC serves as a non-conflict grant review committee which met on March 26, 2018 to review applications for funding and make funding recommendations. In addition to oversight and contribution from the CDAC, the City also hosts a pre-application workshop on February 8, 2018, two (2) public hearings each year and a 30-day public comment period for the Annual Action Plan which started on April 16, 2018 and ended on May 15, 2018 to advise the public of the consolidated planning process and to inform them of proposed funding strategies for the CDBG Programs, and to seek public input on the proposed strategies. These meetings were held on April 16, 2018 (Regular City Council Meeting) and on May 21, 2018 (Regular City Council Meeting). Notices advertising these meetings were published in the Fort Bend Herald, posted on the City's website and sent via email to all HOAs. On April 16, 2018, the funding strategies developed through the process were presented to the City Council for approval at a public meeting. Notice of this meeting was published in the Fort Bend Herald, posted on City's website, and partners were directly notified via email. On May 21, 2018, the Action Plan was present to the City Council for approval.

During the Consolidated Planning and Fair Housing Planning periods, the City utilizes a public survey to solicit detailed concerns and comments from residents. The surveys are in English and Spanish and are available electronically on the City's website, emailed to all public service agencies and advocacy groups, and available in paper copy at the City's library and City Hall. Agencies and advocacy groups, including homeowner's associations are asked to share the internet link and paper copies of the surveys with their constituents. During Action Plan years, the City refers back to the results of the surveys to determine ways in which it can better address the high priority needs.

The City of Missouri City works closely with the members of the CDAC to determine the priority needs of the community and the efficient use of CDBG funds. Additionally, the City works closely with its subrecipients to ensure that all clients receive the most comprehensive services possible, including directing clients of one agency to additional services of another agency. The City works to identify other

avenues for serving residents whose needs do not meet the City's CDBG program structure or capabilities. Other possibilities include provide technical assistance to non-Subrecipient public service agencies to help increase their capacity and their awareness of CDBG funding and other potential resources.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City received three public comments:

Public hearing to receive comments for or against the proposed City's Community Development Block Grant Program Year 2018 Annual Action Plan was held on April 16, 2017:

1. Charity Carter with Edison Art Foundation thanked City staff and the Committee for their consideration.
2. Hunters Glen 1 & 2 HOA Board members thanked City staff and the Committee for their consideration for the applications for playground improvements. The HOA would also contribute for the playground improvements.
3. Email from Ruthanne Mefford, Chief Executive Officer, Child Advocates of Fort Bend on April 17, 2018: I wanted to follow up with you regarding the meeting last night. I did read the email and interpreted the meeting as primarily intended for the public. As a beneficiary of the CDBG grant over the years, we are very appreciative of the city's support and funding. From our perspective, as you know we are very focused on our data collection and ensuring that we are accurately tracking and documenting services provided to Missouri City clients. We don't have any further opinions. Again, thank you for providing an opportunity for input. Best, Ruthanne Mefford, Chief Executive Officer, Child Advocates of Fort Bend.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments /views not accepted at this meeting to be considered when preparing the Action Plan. At the City Council meeting on April 16, 2018, community members presented their applications, the Council discussed and unanimously approved the public hearing regarding the proposed strategies and recommendations presented by staff which included provision of funding for housing rehabilitation, public facilities, & code enforcement projects, and related Public Services.

7. Summary

During PY 2012, 3 tracts of land were rezoned to allow the construction of multi-family housing, with an additional tract rezoned in 2014. A new age-restricted multi-family project has been completed and is leased at capacity on FM 1092 in Missouri City. Another age-restricted complex has construction at Trammel-Fresno and Highway 6. A multi-family complex at Sienna Parkway and Sienna Springs Blvd has

been constructed. Another multi-family complex is under construction east of Sienna parkway on Sienna Springs Blvd.

The City had addressed identified impediments to fair housing by disannexing acreage to encourage the construction of a multi-family housing development; establishing a method to review and consider requests for reasonable accommodations for group homes for the disabled that would not qualify for the exemption from zoning rules under the state statute; providing CDBG funds, which were matched with local funds and in-kind contributions, for the rehabilitation of deteriorating housing owned and occupied by the low- to moderate-income; and using CDBG funds to improve sidewalks, including the installation of curb cuts and wheelchair ramps, in a low- to moderate-income neighborhood.

The City funded Habitat For Humanity to provide minor housing rehabilitation, accessibility retrofits and energy efficiency measures to help ensure that the low-income, particularly the elderly and disabled, are able to remain in their homes and that their homes are safe and energy efficient as well as accessible through the installation of wheelchair ramps and other adaptive measures for the disabled. Not only did Habitat for Humanity provide housing rehabilitation services using CDBG funds, but it also provided pro-bono services to properties in Missouri City to low- to moderate-income households.

Habitat for Humanities is an MBE contractor and also trains and hires Section 3 individuals as interns, then subcontractors, helping the City to address poverty in the area and meet its Section 3 goals.

In addition, the City is involved in the regional collaboration of fair housing assessments and affirmatively furthering fair housing for program year 2018-2023. The City's has hired a consulting firm to conduct the fair housing analysis of impediments. The City's intends to hire a consulting firm to conduct the research and development of a comprehensive housing study. The City's evaluation through the Comprehensive Plan update process, opportunities for redevelopment along four of the City's major corridors Texas Parkway; Cartwright Road; and FM 1092, and its influence development strategies within CDBG target areas including Fifth Street.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MISSOURI CITY	
CDBG Administrator	MISSOURI CITY	Development Services
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Missouri City is the CDBG Grantee and the lead agency responsible for administering the programs covered by the Consolidated Plan. The Development Services Department is responsible for the programmatic activities while the Finance Department manages all financial duties. The City has on staff a Community Development to conduct the majority of the day-to-day activities and will contract with a CDBG consulting firm to provide technical assistance to the staff and subrecipients, if needed.

The Educational Scholarships Program and the Housing Rehabilitation program are administered in-house by the Development Services Department staff. The Housing Rehabilitation program is managed by a General Contractor with administrative approved from City staff. The City has engaged the Building Inspection department to supervise the inspections and permitting of the Housing rehabilitation program. The Code Enforcement, Public Facilities and Capital projects are managed in-house within the Police Department, Public Works and Parks Departments, respectively. Other programs are administered by the subrecipients with oversight by the City staff responsible for CDBG.

The Community Development Advisory Committee convenes to set the funding levels for activities, review progress throughout the year and approve any programmatic changes.

Consolidated Plan Public Contact Information

The City of Missouri City provides residents and stakeholders the opportunity to participate in the CDBG process throughout the year and particularly during the Consolidated and Annual Action Planning Processes. The City's Development Services Department is the primary contact for all public inquiries and comments, however, all of the City's elected officials and members of the Community Development Advisory Committee (CDAC) receive inquiries and comments and notify the Development Services Department to fully address the issues. The City's Community Development Advisory Committee meets multiple times during the annual planning process and periodically throughout the year when amendments are needed and/or issues arise that require review and action by the committee. The CDAC is comprised of the three City Councilmembers responsible for districts in which CDBG Target Areas fall as well as of four residents of the City, each representing different geographic areas or programmatic areas of concern.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Missouri City endeavors to consult with any and all entities that can provide information, services, or funding regarding the needs of the under-resourced and special needs populations in the City. This includes citizen groups, service providers, business leaders, and individual residents themselves. The purpose of the consultation is to ensure that the City's CDBG funds are used to the best and highest use possible, that additional funds are identified and leveraged, and that the residents of Missouri City are provided the best neighborhoods and services possible.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City makes every effort to consult with and coordinate with public and private service providers serving Missouri City. Currently, no public housing agency serves Missouri City. The State of Texas' Section 8 Housing Choice Voucher (HCV) program does not cover Fort Bend County or Missouri City. The Harris County Section 8 Housing Choice Voucher program does cover a small corner of Missouri City, but the area is single family and industrial with no multi-family and few rental units. No Harris County HCV program participants have elected to rent in the Fondren Park area that covers Missouri City and Harris County. Fort Bend County is in the process of becoming a Public Housing Authority with Section 8 HCVs, however the designation has not been finalized and there are no funds to provide vouchers to a new PHA.

The City has funded the Child Advocates of Fort Bend County, which receives Missouri City CDBG funding, provides counseling to neglected and abused children and their non-offending guardians.

The City funds several other public service agencies and works with all of the funded agencies as well as others serving the City to facilitate coordination among the service providers. Housing and service providers are encouraged to assist clients in identifying other agencies that can provide additional services and have been instrumental in referring clients to other service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

There is no Continuum of Care program specifically for Missouri City or Fort Bend County. Several years ago, the Coalition for the Homeless of Houston/Harris County expanded its jurisdiction to cover all of Fort Bend County, including Missouri City. The City, through its consultant, discusses the needs in Fort Bend County with the Coalition. Currently, Fort Bend Women's Center receives CoC funds within the

county. Fort Bend County Family Promise received Shelter + Care funding, but cancelled its contract as the program did not address the agency's mission. Family Promise is located in Missouri City. Both, FBF Promise and the FB Women's Center serve Missouri City homeless residents.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fort Bend Habitat for Humanity
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year, the agency was consulted regarding the housing needs both for rehabilitation and affordable housing purchase. The City works closely with Fort Bend Habitat for Humanity and the collaboration and coordination has resulted in and will continue to result in identifying ways in which to further the housing rehabilitation program, address the need for more affordable housing units and find alternative funding for those housing needs which fall outside the scope of the City's CDBG program. The anticipated outcomes are (1) to determine and implement the best practices for housing rehabilitation, (2) to work jointly in securing additional funding sources for special situations and (3) to increase the number of affordable housing units for sale in Missouri City. For PY 18 the City will attempt to hire multiple General Contractors to conduct the Housing Rehabilitation projects.
2	Agency/Group/Organization	Missouri City Community Development Advisory Committee
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy Social Service needs, Public Facility needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Development Advisory Committee, comprised of 3 City Councilmembers and 4 citizen members, 2 of whom reside in the CDBG Target Areas provides valuable consultation to the City staff in the areas of public facility/infrastructure needs, social service needs, priorities of residents, and capacity of applicant agencies. The CDAC meets with City staff numerous times throughout the year and individual members are in contact with the City staff to relay information. The anticipated outcome is to ensure that the priorities of the residents are met and that the City is as efficient and cost-effective in addressing the needs of the under-resourced as possible.
3	Agency/Group/Organization	Fort Bend County Community Development
	Agency/Group/Organization Type	Other government - County Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy CDBG collaboration
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City collaborates with the County's Community Development Department to refer agencies and residents to each other depending on location and need. The anticipated outcomes include (1)ensuring that the under-resourced and special needs populations are provided services through the agency eligible to serve them and (2)determining housing needs/programs throughout the county and how to best access those eligible for Missouri City, as well as understanding the status of the County's proposed Section 8 HCV program.

4	Agency/Group/Organization	Child Advocates of Fort Bend
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City funds Child Advocates and collaborates and consults with them throughout the year. The anticipated outcome is to determine changes in need and procedures as well as ways in which the City can better serve the agency and assist the agency in serving abused and neglected children in Missouri City.
5	Agency/Group/Organization	FORT BEND SENIORS
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City funds Fort Bend Seniors' Meals on Wheels program and consults with the agency as to the additional needs of its clients. The anticipated outcome is that when a housing rehabilitation client appears to be in need of home-delivered meals, the City will refer them to Fort Bend Seniors; and when a Meals on Wheels client is living in a deteriorated home, Fort Bend Seniors refers the client to the City for possible inclusion in the housing rehabilitation program.

Identify any Agency Types not consulted and provide rationale for not consulting

The primary agency types not consulted are:

- Public Housing Authority due to the non-existence in Missouri City or Fort Bend County
- General population emergency shelters, transitional housing, and permanent supportive housing due to the non-existence in Missouri City or within a reasonable distance in Fort Bend County

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition for the Homeless of Houston/Harris County	The goals of Missouri City's Strategic Plan overlap in the sense that the needs of the homeless, particularly victims of domestic violence, have received a high priority and that Missouri City has reached out to the 2 homeless providers in the area to encourage application for funding.
Disaster Recovery Plan	State of Texas General Land Office	The goals of the strategic plan overlap in the sense that (1) flood prevention is a high priority and (2) housing rehabilitation is a high priority. The City has worked with GLO to determine any prevention activities that should be funded through the Disaster Recovery funds. Likewise, the City is working with Houston Galveston Area Council, as a subrecipient of GLO, to determine the ability to secure housing demolition/reconstruction or major housing rehabilitation for those homeowners whose houses are beyond the scope of the City's housing rehabilitation program. The City has requested CDBG-DR funds from Fort Bend and Harris County through GLO to recover from past disasters.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation Process includes the integral participation of a seven (7) member Community Development Advisory Committee. The CDAC is comprised of the three (3) City Council members, two (2) elected from districts that include the CDBG Target Areas, and 4 Missouri City residents. In addition to oversight and input from the CDAC, the City also hosts 2 public hearings each year and a 30-day public comment period for the Annual Action Plan.

During the Consolidated Planning and Fair Housing Planning periods, the City utilizes a public survey to solicit detailed concerns and comments from residents. The surveys are in English and Spanish and are available electronically and emailed to all public service agencies and advocacy groups, and available in paper copy at the City Hall. Agencies and advocacy groups, including homeowner's associations are asked to share the internet link and paper copies of the surveys with their constituents. During Action Plan years, the City refers back to the results of the surveys to determine ways in which it can better address the high priority needs.

The City also consults with a number of public and private agencies to determine the needs of their clients.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Two public hearings were conducted.	Three Public Comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Ads are placed in English and Spanish notifying the public of the 2 public hearings and the 30-day public comment period.	No Public Comments received	No Public Comments received	
3	CDAC meetings	Non-targeted/broad community	Throughout the year the City hosts meetings of the Community Development Advisory Committee that are open to the public and notice is posted on the City's website and at City Hall at least 72 hours prior to the meetings.	Comments from the CDAC are included in the minutes and involve funding priorities. The Nonprofits representatives who applied for the CDBG program attended the meetings.	All comments that are received are accepted and reviewed. Responses are made as is applicable. All CDAC member comments are part of the minutes and are accepted and incorporated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	Notices of CDAC meetings, public hearings and public comment periods are placed on the City's website and Social Media outlets.	No Public comments received.	N/A	www.missouricitytx.gov

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive \$272,007 in CDBG funds for PY2018. It anticipates having approximately \$343,845.56 (PY17: \$186,544.42; FY 16: \$72,614.68; PY15: \$7,803.71; PY14: \$56,882.75; Unobligated= \$ \$20,000.00) will carry over to PY2018. The City does not have program income. Therefore, for PY2018, it anticipates approximately \$615,852.56 in available funds for serving low- to moderate-income residents. Prior year resources will be allocated to Housing Rehabilitation, if necessary. In addition to the CDBG allocation, the projects funded will also be leveraged by substantial additional resources from the subrecipients and the City's general fund. The amount leveraged will be approximately \$2 for every CDBG dollar spent.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$272,007	\$0	\$343,845.56	\$615,852.56	\$615,852.56	Unexpended funds in the amount of \$343,845.56 was carried over from PY2017 for projects. Prior year resources have been allocated to a Market Housing Study in the amount of \$30,000; Fair Housing Assessment in the amount of \$20,000 and any remaining funds will be tied to existing projects: housing rehabilitation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There are no matching requirements for CDBG, however the City leverages significant additional resources. For every dollar spent on Code Enforcement, the program will leverage at least \$1.00. Additionally, Development Services, Finance, and Legal Department staff members provide at least \$50,000 in time covered by the City's general fund and not expended through CDBG. The public service agencies provide significant leverage/match for their programs: Child Advocates of Ft. Bend provides \$69,757 to augment CDBG funds for services to abused and neglected children; Meals on Wheels provides approximately \$169,561.06 to augment the CDBG allocation for home-delivered meals to the elderly; and Edison Art provides approximately \$12,840 to augment the CDBG allocation for School Summer Reading program. General Contractors will provide approximately \$50,000 to augment CDBG funds for owner-occupied housing rehabilitation. The total estimated for leveraging is \$352,158, approximately twice the annual allocation.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City addresses the needs identified in the plan through its public parks, owned and operated by the City of Missouri City. The Hunter's Glen HOAR 1 & 2 Park is privately owned however will adhere to the policy of the CDBG program to operate as a Public Facility.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2013	2019	Affordable Housing	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Housing Rehabilitation	CDBG: \$92,804.60	Homeowner Housing Rehabilitated: 8 Household Housing Unit
2	Meals on Wheels	2013	2019	Non-Homeless Special Needs Non-Housing Community Development		Senior Services	CDBG: \$10,200	Public service activities other than Low/Moderate Income Housing Benefit: 22 Persons Assisted
3	Services to Neglected or Abused Children	2013	2019	Non-Housing Community Development		Services to Neglected or Abused Children Street Improvements	CDBG: \$10,200	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Post Secondary Scholarships	2013	2014	Non-Housing Community Development		Educational Services	CDBG: \$9,975	Public service activities other than Low/Moderate Income Housing Benefit: 5 Persons Assisted
6	Code Enforcement	2013	2014	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Code Enforcement	CDBG: \$47,000	Housing Code Enforcement/Foreclosed Property Care: 750 Household Housing Unit
7	Edison Arts	2013	2014	Non-Housing Community Development	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road	Educational Services	CDBG: \$10,426	Public service activities Low/Moderate Income Housing Benefit: 25 Persons Assisted
7	Hunters Glen HOA-Park Improvement	2013	2014	Non-Housing Community Development	Hunter's Glen Fifth St.	Public Facilities	CDBG: \$37,000	Public facilities activities Low/Moderate Income Housing Benefit: 1450 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	During PY2018, the City will contract with General Contractors, to provide minor to moderate housing rehabilitation services to approximately 10 low- to moderate-income owner-occupied housing units throughout the City of Missouri City.
2	Goal Name	Meals on Wheels
	Goal Description	During PY2018, Fort Bend Seniors will provide daily hot home-delivered meals to 25 home-bound elderly residents of Missouri City. the CDBG allocation will cover the cost of the meals, and Fort Bend Seniors will cover the salaries of the drivers, vehicle costs and administrative/operating/overhead costs. Residents city-wide will be served.
3	Goal Name	Services to Neglected or Abused Children
	Goal Description	During PY2018, Child Advocates of Fort Bend County will provide counseling, forensic interviewing and advocacy to 80 abused and/or neglected children in Missouri City. This will be a city-wide project.
4	Goal Name	Post Secondary Scholarships
	Goal Description	During PY2018, the City of Missouri City will award at least 5 scholarships to qualified low- to moderate-income students who are pursuing post-secondary education through a trade/technical school, community college, junior college or 4-year university. The amount of scholarship for each student will depend on the costs not covered by other sources and the number of qualified applicants. This is a city-wide project and is managed by the City, with the selection process conducted by a subcommittee of the Community Development Advisory Committee.
5	Goal Name	Code Enforcement
	Goal Description	During PY2018, the City will assign one code enforcement officer to serve the CDBG Target Areas and to be supported by one or more additional city-wide officers. The activities will include windshield surveys for violations, responding to complaints, in-depth investigations, citing violators, appearing in court when the violations are not resolved.
6	Goal Name	Edison Arts
	Goal Description	During PY2018, Edison Arts will provide educational services to children in Missouri City. This will be a city-wide project.
7	Goal Name	Hunters Glen HOA-Park Improvement

	Goal Description	During PY2018, Hunters Glen HOA will provide improvements to Hunters Glen HOA Park.
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Projects

AP-35 Projects – 91.220(d)

Introduction

Missouri City will provide code enforcement activities throughout all CDBG Target Areas, housing rehabilitation city-wide to low- to moderate-income homeowners, public facilities improvement and public services to low- to moderate residents. Public services will include home-delivered meals to home-bound elderly, arts education to students, supportive services to neglected and abused children, and post-secondary scholarships to students.

Projects

#	Project Name
1	Housing Rehabilitation
2	Meals on Wheels
3	Child Advocates
4	Post-secondary Scholarships
5	Edison Arts
6	Code Enforcement
7	Hunter's Glen HOA Park Improvements
8	Program Administration
9	Fair Housing

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities were based on (1) the priorities set in the current Consolidated Plan which were based on a combination of resident survey results, interviews with stakeholders, input from City departments; (2) current residents' complaints or requests for services or area improvements; (3) applications from housing rehabilitation and public service agencies; and (4) unfunded or underfunded needs/priorities in City departments. Limited financial resources is the major obstacle to addressing the underserved needs. Cuts to the funding of non-profit subrecipients, is due to decrease in CDBG funding allocation, real estate decline causing property tax revenues to decline, aging of public facilities/infrastructure, aging of residential units, and increased numbers of under-resourced residents leads to less money to serve more eligible individuals, households and neighborhoods.

AP-38 Project Summary
Project Summary Information

1	Project Name	Housing Rehabilitation
	Target Area	Fondren Hunter's Glen Fifth St. Quail Green Court Road Lexington/Murphy Road
	Goals Supported	
	Needs Addressed	
	Funding	\$92,804.60
	Description	Provide minor to moderate housing rehabilitation to 8 housing units owned and occupied by low- to moderate-income residents
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 10 housing units, including 30 individuals will be assisted.
	Location Description	City-wide
	Planned Activities	Conduct minor to moderate rehabilitation, including correction of code violations, health and safety improvements, energy efficiency improvements and retrofits for disabled residents. The cost for the rehabilitation will be a maximum of \$10,000 per unit without CDAC prior approval.
2	Project Name	Meals on Wheels
	Target Area	City Wide
	Goals Supported	Senior Services
	Needs Addressed	
	Funding	\$10,200
	Description	Provide home-delivered hot meals to home-bound elderly residents. Additionally, provide interactions with the residents and visual assessments of their conditions, reporting any concerns to the Fort Bend Seniors' case managers.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 22 unduplicated individuals will be served. The individuals will be home-bound elderly.
	Location Description	City-wide
	Planned Activities	Fort Bend Seniors will deliver hot meals to 22 low- to moderate-income home-bound elderly on a daily basis. This translates to 365 meals per person or 3,285 total meals.
3	Project Name	Child Advocates
	Target Area	City Wide
	Goals Supported	Services to Neglected or Abused Children
	Needs Addressed	
	Funding	\$10,200
	Description	Provide services to 75 abused and neglected children who are under CPS care and/or are low- to moderate-income.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 75 children will benefit from the proposed activities. Of these, most will have been removed from the home and in foster care.
	Location Description	Recipients will be city-wide and will receive services at 5403 Avenue N, Rosenberg TX.
Planned Activities	Child Advocates of Fort Bend County will provide forensic interviewing, counseling and advocacy services to 75 abused and/or neglected children who are either with their non-abusing parent/custodian or have been removed from the home and are in foster care.	
4	Project Name	Post-secondary Scholarships
	Target Area	Citywide
	Goals Supported	Educational Services
	Needs Addressed	
	Funding	\$9,975
	Description	Provide post-secondary scholarships to low- to moderate-income residents.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Depending on the number of qualified applicants, an estimated 5, not to exceed 10, low- to moderate-income individuals will be served. The individuals will be enrolled in a trade/technical school, community college, junior college or 4-year university and will have a gap in funding of tuition, fees, and/or on-campus room/board. The City will manage the program.
	Location Description	City-wide to be served at 1522 Texas Parkway, Missouri City
	Planned Activities	The City will solicit applications from low- to moderate-income High School seniors or those enrolled in post-secondary education and will select up to 10 to receive a minimum of \$1,000 each for furthering their education. The size of the scholarships will be based on the number of qualified applicants. It is estimated that between 5 and 10 will qualify, giving each between \$1,000 and \$2,000.
4	Project Name	Edison Art
	Target Area	Citywide
	Goals Supported	Educational Services
	Needs Addressed	
	Funding	\$10,426
	Description	Provide Educational Art program to low- to moderate-income residents.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Edison Art will provide educational art and dance services to 25 summer school students from Missouri City.
	Location Description	City-wide to be served at 1522 Texas Parkway, Missouri City
	Planned Activities	The City will solicit applications from low- to moderate-income High School seniors or those enrolled in post-secondary education and will select up to 10 to receive a minimum of \$1,000 each for furthering their education. The size of the scholarships will be based on the number of qualified applicants. It is estimated that between 5 and 10 will qualify, giving each between \$1,000 and \$2,000.
	Project Name	Code Enforcement
	Target Area	
	Goals Supported	
	Needs Addressed	

	Funding	
	Description	Provide residential code enforcement activities in CDBG Target Areas
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 750 housing units will be investigated. All will be located in CDBG Target Areas which qualify as being 41.3% or more low- to moderate-income.
	Location Description	CDBG Target Areas to be served at 1522 Texas Parkway, Missouri City
	Planned Activities	A code enforcement officer solely assigned to the CDBG Target Areas, supported by other city-wide officers as needed, will conduct windshield assessments of violations, investigate complaints, cite violators and appear in court or other proceedings regarding the unresolved violations. Staff salaries will be charged to CDBG.
	Planned Activities	A code enforcement officer solely assigned to the CDBG Target Areas, supported by other city-wide officers as needed, will conduct windshield assessments of violations, investigate complaints, cite violators and appear in court or other proceedings regarding the unresolved violations. Staff salaries will be charged to CDBG.
7	Project Name	Hunters Glen HOA Park Improvements
	Target Area	Hunter's Glen Target Area
	Goals Supported	Public Facilities
	Needs Addressed	Park Improvement
	Funding	\$37,000
	Description	Replace the existing Playground equipment in Hunters Glen HOA Park.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The families and individuals served will include 1,450 low- to moderate-income (based on HUD's latest approved percentages), which is 48.90% LMI, above the exception for Missouri City. Census Tract 6705 Block Group 2.
	Location Description	Hunters Glen HOA Park located at 710 Whippoorwill Drive Missouri City, TX - within the Hunters Glen CDBG Target Area
	Planned Activities	Playground equipment Improvements to provide additional safety protection.
	Project Name	Program Administration

8	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	\$54,401.40
	Description	Provide general CDBG program administration.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Program Administration, not applicable.
	Location Description	1522 Texas Parkway, Missouri City, TX 77489
	Planned Activities	Provide program administration for CDBG program.
9	Project Name	Fair Housing
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	\$25.00
	Description	Conduct Fair Housing Workshops
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City-wide
Planned Activities	Conduct Fair Housing Workshop!	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In PY2018, the City will not fund Park involvement projects. The City will implement the PY 18 public facilities project Playground improvements in Hunter's Glen Park, which is in the CDBG Hunters Glen Target Area that is comprised of 670500 census in block group 2. This primary service area has the following characteristics:

Population 1,450

% Low-Mod Income 48.90

% African American 43.9

% Hispanic 11.1

% Asian 1.1

% White & Other 8.9

Based on HUD's exception to the 51% low-mod income requirement of 41.30%, the area qualifies as an eligible target area.

Geographic Distribution

Target Area	Percentage of Funds
Fondren	
Hunter's Glen	13.60
Fifth St.	
Quail Green	
Court Road	
Lexington/Murphy Road	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Due to the inability to enter data in the above Geographic distribution section, below is the information that would have appeared:

Target Area: All CDBG Target Areas; 13.7% of the funds

Hunters Glen Target Area: 27.3% of the funds

Total Area-based expenditures: 36.66% of the funds

The park investments were allocated based on the park of highest use by low- to moderate-income residents and the need for expanded amenities in the park. The type of investment was based on resident comments and complaints about lack of improvement to park facilities. In PY2018, the City will not fund Park involvement projects.

Discussion

For PY2018, the City will continue to improve parks for which funds were allocated in PY2018, and will provide playground equipment in Hunters Glen Park HOA, which is in the CDBG Hunters Glen Target Area that is comprised of 670500 census in block group 2. These two related activities were determined to be the park improvements with of the greatest need, greatest requests by residents and in a park of highest low- to moderate-income use.

Additionally, the City will conduct code enforcement activities in all of the CDBG Target Areas.

See the maps in the Executive Summary for the location of Hunters Glen Park and the CDBG Target Areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Missouri City will provide funds to a non-profit corporation for the rehabilitation of 8 owner-occupied housing units with PY 2018 funds and complete additional housing units with PY 2016 & PY 2017 funds. Without a HOME program or additional CDBG funding, no additional affordable housing units can be added to the stock through Entitlement funds.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	8
Special-Needs	0
Total	8

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	8

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City is limited by the size of its CDBG allocation. Therefore, housing rehabilitation is the primary affordable housing activity that can be funded. During PY2018, a Housing Rehabilitation General Contractor will complete the PY 2016 & PY 2017 activity of providing owner-occupied rehabilitation to approximately 20 homes and will then expend PY 2018 dollars to complete 8 additional homes.

The City will conduct a Market Housing Analysis to determine the level of housing and address the housing needs in Missouri City funded under PY 2017.

AP-60 Public Housing – 91.220(h)

Introduction

There is no Public Housing Authority that serves the vast majority of Missouri City. Harris County has a Section 8 HCV program that covers a small portion of Missouri City, but that portion does not have significant rental housing. There is no public housing or Section 8 HCV program in Fort Bend County outside of Rosenberg to the far west/southwest of Missouri City.

Actions planned during the next year to address the needs to public housing

Not Applicable. Without any public housing entity in or near Missouri City, there are no plans to address the need for public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable. There are no public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable. There is no PHA serving Missouri City.

Discussion

Without a public housing agency providing public housing or Section 8 HCVs in Missouri City, the City has no power, authority or funding to address public housing needs.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Several years ago, the Coalition for the Homeless of Houston/Harris County expanded its coverage to include Fort Bend County. At that time, Missouri City began relying on the Coalition to provide information on the number and needs of the homeless population in the city. Additionally, Missouri City relies on area homeless providers to address the needs of homeless persons. While the City solicits funding applications from those emergency shelters and transitional housing providers serving the Missouri City area, none applied for funding for PY2018.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's one-year goals for reaching out to homeless persons is met through interacting with the Coalition for the Homeless of Houston/Harris County (now including Fort Bend County). The Coalition conducts its point in time enumeration and an annual needs survey throughout Harris and Fort Bend Counties. These two activities serve to reach out to homeless persons and assess their individual needs. The City relies on the Coalition for conducting the enumeration and survey each year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Missouri City must rely on shelters and transitional housing agencies to meet the needs of homeless persons. Though the City has solicited applications for funding from a domestic violence shelter/transitional living program and a family shelter, neither applied for funding in PY2018. The City has placed a high priority on addressing the needs of homeless persons, but at this time there are no agencies applying for funds to serve Missouri City residents. The City will continue to reach out to area agencies that can provide shelter and transitional housing to homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

While the City solicits applications from potential subrecipients, the only two agencies in the area serving homeless persons have not applied for funding. Fort Bend Women's Center was a subrecipient until 2010 and no longer applied for funding. Fort Bend Women's Center provides shelter, supportive services, crisis intervention and transitional housing to victims of domestic violence. In prior years, the Women's Center used Missouri City CDBG funds to support the TBRA program and shelter operations. However, the

number of Missouri City residents was too small to warrant the administrative expense to receive/manage the funds.

Despite encouraging Family Promise to apply, they have not sought funding through Missouri City. Family Promise provides short-term shelter in churches for families who are homeless but are able to become self-sufficient in a few months' time. Missouri City has encouraged the agency to apply for funding but due to changes in their scope and procedures they have opted not to apply.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The main way in which Missouri City utilizes CDBG funds to help low-income individuals and families avoid becoming homeless is through the rehabilitation of their homes to make them safe and accessible.

Discussion

Homeless providers locate where there is a large congregation of homeless persons. Homeless persons tend to move to and congregate near homeless providers. As a result, most of the shelters, transitional housing providers, permanent supportive housing providers and service providers for the homeless are located in the core of Houston. As a result, there are limited service providers in suburban areas like Missouri City. There are 2 Fort Bend County providers -- Fort Bend Women's Center and Family Promise -- but these are smaller agencies and target specific subpopulations. These two agencies are actively involved in the Coalition for the Homeless which covers all of Fort Bend County, including Missouri City. However, neither has requested support or assistance from Missouri City for PY2018.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Analysis of Impediments identified the barriers to affordable housing and impediments to fair housing, including: restrictive zoning, well-defined environmental codes, lack of City financial resources for developing affordable housing or providing first-time homebuyers assistance, and lack of interest by builders to build lower-priced housing, lack of public fixed-route transportation. The City has developed a Fair Housing Ordinance Sec. 33-1 and has updated its housing rehabilitation policies and procedures. Though not all of the barriers directly affect affordable housing, the linkages between transportation costs and housing costs as well as between limited employment opportunities and housing costs do result in a shortage of affordable housing.

The City has collaborated with other municipalities to conduct a regional Analysis of Impediments to Fair Housing.

Land costs as well as building codes drive housing costs, making affordable housing more difficult to develop without a HOME program or other assistance available to developers. Additionally, without a HOME program and with limited CDBG funds, a first-time homebuyer's program is not feasible.

Fort Bend County does not currently have a public housing authority. Therefore, there are no public housing units or Section 8 Housing Choice Vouchers in Missouri City.

Also, due to the limited CDBG funding and the lack of a HOME program, Missouri City is unable to fund a demolition/reconstruction program for those owner-occupied housing units that require more than 50% of the current value to repair. The federal regulations that prohibit Fort Bend County and Harris County from providing HOME assistance in Missouri City because Missouri City is a CDBG Entitlement is a barrier to providing first-time homebuyers assistance, new affordable housing construction, and demolition/reconstruction activities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Fort Bend County is working to become a public housing authority and provide Section 8 HCVs. Once the program is in place, the City of Missouri City can begin assisting the County in encouraging landlords to accept the vouchers.

The City worked with Houston-Galveston Area Council's Disaster Recovery program to inform homeowners on the waiting list for City-sponsored housing rehabilitation of the opportunity for repairs

when damage was due to Hurricane Ike.

The City's current Comprehensive Plan includes the determination of a need for affordable housing with the impending growth that is projected for the next 10-20 years. In this plan, the outlook for the city takes into account the expansion of commercial development as well as the need for more multi-family units of housing.

The rise in commercial development places the city in a more competitive position to entice companies and industries to re-locate to Missouri City. This new growth expands the demand for a more varied housing product. The current housing stock remains over 90% single-family. The new businesses that will be locating in Missouri City will have employees that require more choices for permanent housing. This need for more affordable housing has been presented to the Development Services Department. In working on the City's overall comprehensive plan, the Development Services Department has included the need for more affordable housing stock to be provided for the next 10 years. During PY 2012, 3 tracts of land were rezoned to allow the construction of multi-family housing, with an additional tract rezoned in 2014. New age-restricted multi-family projects have been completed on FM 1092 and Sienna Springs Blvd west of Sienna Parkway in Missouri City. New age-restricted Huntington at Sienna multi-family complex is completed and fully leased at Trammel-Fresno and Highway 6. It added 132 age restricted multifamily units. The construction of a multi-family complex at east of Sienna Parkway on Sienna Springs Road is underway, to date, 8 of the 28 apartment buildings have been completed.

The City approved an ordinance to rezone an approximate 23.0592 acre tract of land from SUP and LC-2 to PD. The subject site is located at 3222 Texas Parkway. This PD, would be a mixed use development proposed to consist of (1) the church and the youth facility; (2) a commercial tract; (3) a senior independent living facility providing 80 to 120 dwelling units (Gala at Texas Parkway); and (4) a senior independent living facility providing 80 to 120 dwelling units (Jubilee at Texas Parkway). A maximum of 240, age restricted, dwelling units are proposed.

GCI Development Texas LLC, proposes to construct a senior multifamily facility, "Gala at Texas Parkway," west of Texas Parkway, just south of the intersection at Cartwright Road. GCI Development Texas LLC proposes to partially finance the construction of the facility with housing tax credits from the Texas Department of Housing and Community Affairs (TDHCA). GCI Development Texas LLC has requested the City's support of its application for housing tax credits as well as a commitment for development funding.

Discussion:

Land costs and limited areas zoned for multi-family create barriers to the development of affordable housing in Missouri City. Additionally, with Missouri City not being a HOME Participating Jurisdiction, the funding to develop affordable housing units, provide first-time homebuyers assistance and conduct demolition/reconstruction activities is not available, but much needed.

The City will continue to support Fort Bend Habitat for Humanity in its work to acquire, rehabilitate and

sell properties in Missouri City for low- to moderate-income homebuyers. Additionally, the City is working with other area entities to layer funding and identify alternative funding for those households that cannot be assisted through CDBG.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will focus this next year on housing rehabilitation, residential neighborhood improvements and public services. The PY 2015 parking lot lighting and expand the parking lot in Hunters Glen Park project were completed in PY 2016 and PY 2016 Buffalo Run Park project were completed in PY 2017. The City will continue to fund code enforcement in CDBG Target Areas. In addition to area-based improvements to housing rehabilitation and lead based paint, the City will fund counseling for abused and neglected children; home-delivered meals for the elderly; and post-secondary scholarships to low- to moderate-income students. The City will also conduct a Market Housing Study to determine the level of housing and address the housing needs in Missouri City.

Actions planned to address obstacles to meeting underserved needs

The CDBG funds will be used to:

- Improve the owner-occupied housing of those who are unable to afford repairs, particularly homes of the elderly and disabled;
- Improve the health, safety and nutrition of home-bound elderly through home-delivered hot meals and personal contact provided by Meals on Wheels;
- Improve the reading level of students through education program provided by ACHIEVE Fort Bend;
- Provide forensic interviewing and counseling of abused and neglected children provided by Child Advocates;
- Improve the employability of young adults through the provision of post-secondary scholarships; and
- Improve recreational opportunities by constructing walking trail improvement in a neighborhood park;
- Conduct Assessment of Fair Housing Plan.

All of those served will be low- to moderate-income, and based on past years funding these organizations, the vast majority will be minorities -- African American, Hispanic and Asian.

Actions planned to foster and maintain affordable housing

The City will fund a non-profit corporation to provide housing rehabilitation for low- to moderate-income homeowners in order to maintain their homes affordably, allowing them to remain in their homes. Additionally, the non-profit, using other funding, will continue to acquire, rehabilitate housing to low- to moderate-income residents. The City will provide fair housing education, conduct Fair Housing Plan and Housing Market Study.

Actions planned to reduce lead-based paint hazards

Each of the 8 homes that will be rehabilitated will undergo lead-based paint evaluation, regardless of the

age of the residents in the home. All of the housing with lead-based paint will be remediated according to federal regulations. Educational materials will be provided to all clients receiving housing rehabilitation. Additionally, the City will request that subrecipients provide lead hazard information to their clients to reduce not only lead-based paint hazards but health hazards from all lead sources.

Actions planned to reduce the number of poverty-level families

The post-secondary scholarships, reading education program of will greatly enhance the employability and incomes of the low- to moderate-income clients. The vast majority of the clientele are living below the poverty level. All of the young adults qualifying for post-secondary scholarships are low- to moderate-income, with approximately 25% being in households with poverty-level incomes.

Actions planned to develop institutional structure

During the next year, the City will continue to review/evaluate/improve its policies and procedures in managing the CDBG program. The Community Development Advisory Committee will receive additional training on CDBG regulations and project eligibility. The Development Services Department will provide additional information to other departments regarding eligibility of projects and better ways to manage projects funded through CDBG. Additionally, the Development Services and Finance Departments will strive to work more closely together in making the financial processes of CDBG more efficient.

Staff will continue to attend HUD trainings, NeighborWorks, Inc and National Community Development Association conferences throughout the year.

Technical assistance will be provided to all subrecipients and all non-profits seeking CDBG funding from Missouri City. By improving the institutional structure of the subrecipients, the City will improve the overall institutional structure of the program.

Actions planned to enhance coordination between public and private housing and social service agencies

There is no public housing in Missouri City, nor is there a Section 8 HCV program. The City will reach out to the LIHTC properties to provide technical assistance to the managers to help residents, particularly the elderly and disabled, in accessing social services. Community Redevelopment Corporations and State CHDOs that purchase foreclosed properties for rehabilitation and sale at affordable housing prices will be encouraged and the City will work to coordinate with them and facilitate their activities.

Monitoring of subrecipients has proven to be an excellent way to enhance coordination with CDBG-funded agencies. On-site monitoring includes technical assistance and discussions of methods of inter-agency collaboration and coordination.

The United Way of Greater Houston hosts monthly meetings in Fort Bend County to enhance inter-agency

coordination among United-Way funded agencies as well as other social service providers. The City will ensure that a representative attends these meetings.

Discussion:

Unlike large cities such as Houston, Fort Bend County including Missouri City, is suburban in nature and there are fewer social service and housing agencies providing assistance to the low- to moderate-income. The City will make every effort possible to identify through agencies within the county that do or can serve Missouri City residents and will facilitate services to Missouri City as much as possible.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The major sections below are not applicable as the City does not receive program income, does not has a Section 108 loan, does not have surplus funds from urban renewal settlements and had no funds returned to the line of credit. It is estimated that 75% of all CDBG funds will serve low- to moderate-income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Emergency Solutions Grant (ESG)
Reference 91.220(I)(4)

1. Include written standards for providing ESG assistance (may include as attachment)
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.
3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.
5. Describe performance standards for evaluating ESG.

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(I)(5)

1. Distribution of Funds
 - a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
 - b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. **HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. **Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give

preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

Discussion:

The City does not receive program income, surplus funds other non-direct allocations from CDBG. It anticipates that 75% of the funds will go to directly serve low- to moderate-income residents.



Draft

**COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
DRAFT MEETING MINUTES**

March 26, 2018, 6:00 PM

The Community Development Advisory Committee met on Monday, March 26, 2018 at 6:00 PM in the Planning Conference Room, City Hall Complex, 1522 Texas Parkway, Missouri City, Texas with the following in attendance:

- Eunice Reiter, Committee Chairperson
- Monica Rasmus, Committee Vice Chairperson
- Jeffrey Boney, Councilmember, Committee member
- Yolanda Ford, Mayor Pro Tem, Committee member
- Chris Preston, Councilmember, Committee member

Absent was:

- Bertha Eugene, Committee member

Also in attendance were City staff representatives: Scott Elmer, Assistant City Manager; Evelyn Kimeu, First Assistant City Attorney; Otis Spriggs, Development Services Director; LaToya G. Ricketts, Community Development Coordinator;

1. Roll call.

Chairperson Reiter called the meeting to order at 6:00 pm.

2. Approval of the minutes of the meeting of July 18, 2017, and January 29, 2018.

Assistant City Attorney Evelyn recommended approval of the minutes to occur in the next meeting do to error in the year. (However it was noted that the correct year was duly posted).

Agenda Approval: Committed voted to take the Agenda out of order and Chair Reiter recognized visitors to present first.

Motion: Mayor Pro Tem Ford made a motion to suspend the rules and consider the visitors for public input first;

Second: Councilman Boney. Motion carried unanimously.

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston.

Nays: None.

The motion passed.

3. Public Comment:

Dr. Eileen Parker, Family Life Community and Resource Center, Executive Director, made a presentation to the CDAC and also introduced two (2) other representatives present. Chairperson Reiter interjected that no financial statement were submitted with the application package, and it is required. A bank statement is not sufficient. Dr. Parker stated that she sent in a statement of financial activity, financial position, and organizational budget. It was unaudited because they are a small organization, and they have budget of less than \$500,000 annually; in which they are not required to have audited financial statements. Chair Reiter asked if it was prepared in-house. Dr Parker answered yes, it was done by the organization's Treasurer. The CDAC discussed the financial statement requirements and the agreed upon policy.

Dr. Parker went on to describe their 13 years of service provided in Fort Bend County. They have been a non-profit since 2012 with over 24 years of K -12 experience, with licenses in Social Work. They develop leadership skills and build character amongst diverse groups. Youth ambassador's leadership program is another focus, where they build character through diversity leadership in community and college readiness. They target students are not likely to have those opportunities, and those more likely to drop out of schools with gaps and attendance issues.

Edison Arts Foundation:

Mr. & Mrs. Carter appeared before the CDAC to present their application. The Edison Arts Foundation was founded in 2013. They have introduced a summer program called Summer Theater Arts Repertory (STAR) in which they are seeking CDBG funding. The summer program was developed to combat the learning achievement gap and also to combat obesity. Studies show these two issues amongst young people in our low to mod populations tend to be a crisis matter that their program is designed to assist. They have theater classes that stress reading, moving and getting active (dance programming is included). Funding is needed to reach the community. The target group is low to moderate income individuals in District A and District B, grandkids living with grandparents, and also foster home children can qualify. The program is existing and this is the 4th year serving approximately 40 children.

Edison Arts uses mathematics, science and technology in designing sets by utilizing engineering and arts. They perform at our facility and we are also asking for funds to be able to go to Thurgood Marshall School in their auditorium.

3. Housing Rehabilitation Program: Resident Viola Abrams - Request to the meet with the CDAC for additional Funding Approval to complete unfinished and faulty work done by a previous year contractor.

Ms. Abrams appeared before the CDAC to discuss workmanship concerns by Habitat for Humanity. Chair Reiter recognize Ms. Abram and stated that Habitat did a final walk-thru with staff and has agreed to complete pending items without further costs. This is unfortunate that this has happened to Ms. Abrams, and we regret that this has happened.

Ms. Abrams appeared before the Committee stating that she left some photographs in the previous meeting (photos provided in packet). Her comments were in regards to the Habitat Humanities visited a month ago. Staff has received no updates from that inspection. Ms. Abrams spoke on texture differences and paint workmanship, in

her bedroom and her issues of it downgrading her bedroom, den area, hallway issues with paint colors, and bedroom window blinds which do not fit due to new wall work (which were suggested to be cut to size). She noticed 2 rafters in the attic damaged by termites, and damage caused by Fifth Ward, a previous contractor.

Mr. Spriggs gave a list of the itemized highlighted inspections items, including #11, where the repaint and re-tape area in the corner of the family room needs completing. Chair Reiter noted that no action is required of the CDAC.

Mr. Spriggs noted that #8 where *Smoke Detectors* were requested of Ms. Abrams that they be hardwired that is not a code requirement, and the HUD required battery operated detectors were installed and were deemed sufficient by Inspection. The other area was additional paint matching in the entry hallway, which need to be transitioned to meet the interior hallway areas where new were stopped and me the existing ceilings/walls (Habitat agreed). Mr. Spriggs noted that the City's Building Inspector and Director felt that the texture issue in the bedroom met the minimum and is more of a cosmetic issue that meets the minimum extent that the Housing Rehab Program could cover.

Chair Reiter stated that Ms. Abrams needs to have her home exterminated on a regular basis otherwise termites may return. Mr. Spriggs suggested that Inspections/Development Services is willing to make a final inspection of the two (2) affected beams/rafters shown in Ms. Abrams photos of which she has concerns over the stability of the members. We will schedule that inspectors with Ms. Abrams. Mr. Spriggs agreed to provide Ms. Abrams with a copy of the punch list from the packet.

Mr. Spriggs concluded that it is staff's recommendation that once all of the aforementioned punch-list items are complete, we feel that that programmatic intent of this scope of work is satisfied to best of our ability. We will report to the CDAC the final request to inspect the two (2) beams and rafters to assure they are not compromised from a structural standpoint.

Mayor Pro Tem Ford asked that when the contractor goes out to visit the home to do the work, do they discuss with the home owner the process of what is to be done? Mr. Spriggs recalled the initial discussion with Ms. Abrams regarding the work to be done, the contractor will not be able to completely match all existing texture and original colors. Mayor Pro Tem Ford recommended in the future that it be communicated to the homeowner all details of new work. Mr. Spriggs stated that it should be included in the policy as well.

(Other CDBG Applicant visitors were allowed to exit the meeting).

4. Election of Chairperson and Vice Chairperson.

Election of Chairperson

Motion: Councilman Boney made a motion to nominate Mrs. Reiter as Chair (She accepted the nomination).

Second: Mayor Pro Tem Ford

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

Election of Vice Chairperson

Motion: Mayor Pro Tem Ford made a motion to nominate Committee member Rasmus as Chair (She accepted the nomination).

Second: Councilman Boney

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

5. Consider recommendations related to the Housing Rehabilitation Policies and Procedures

Chair Reiter introduced this item stated that Staff is recommending to increase the annual funding housing rehabilitation from \$10,000 to \$12,000 per property. The City's policy is to go to the maximum of \$20,000, only if there is a real need for it.

Ms. Ricketts referred to the previous program year, where as many of the addresses/houses were requested increases in the amounts (9 or more change orders were granted, ranging from \$2,000 -\$7,000), due to aging housing conditions and need.

Chair Reiter gave scenarios of increasing the amount of which the City could only do fewer homes per year. Ms. Ricketts stated that each year, homes not completed will carry over to the next funding year.

Motion: Councilmember Boney made a motion to approve the funding increase from \$10,000 to \$12,000 per property for Housing Rehab.

Second: Vice Chair member Monica Rasmus. Mr. Spriggs noted that staff has request a more thorough cost analysis and bid from the contractor.

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

Chair entertained a motion to raise the maximum amount from \$20,000 to \$25,000 per property as recommended.

Item failed because of the lack of a motion.

6. Five Year Consolidated Plan/Future CDBG Funding.

Staff is seeking support of the CDAC to extend the Program Year from July 1st to June. 30th to a new fiscal year starting October 1st ending September 30th. The City Manager will send a letter to HUD requesting the shift in the fiscal year.

Motion: Mayor Pro Tem Ford made a motion to support the fiscal year change.

Second: Committee member Rasmus.

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

7. CDBG PY18 Action Plan Funding Allocation Recommendations.

Consider defining the term “contingency provision” to explain how the city will adjust its proposed annual action plan funding allocations to match actual funding allocation amounts, once such amounts are received from the U.S. Department of Housing and Urban Development.

The Action Plan is to be submitted to HUD by May 15, 2018. Until funding allocation is granted, the continuation language is recommended as it was done last year (4%+/- was cut from last year’s amounts).

On the second City Council meeting in April a public hearing will be presented to council, to accommodate the 30 day comment period.

The Committee assumed \$300,000 as the CDBG program allocation pending HUD's official notification. These funds may be used to support certain public service and non-public service activities to promote the objectives of the City's Consolidated Plan.

As required, the City is including *Contingency Language* in its Draft Action Plan, based on a presumed level of funding for FY 2018 -2019. If the City receives an allocation that is higher or lower than the presumed FY 2018-2019 level of funding, the City will reduce or increase the funding allocated to the City's owner-occupied housing rehabilitation program, public services and administration by an amount equal to the difference between the total FY 2018-2019 funding allocated by HUD, and the presumed level of funding for FY 2018-2019. The draft Action Plan includes the proposed projects to expend \$300,000 (the CDBG allocation for PY 2018 plus \$20,025.00 unexpended funds).

- Consider funding recommendations for Program Year 2018.

Chair Reiter distributed a worksheet to the CDAC members and the following conclusions were decided on:

Public Service Activities Funding Allocation

- **Fort Bend Seniors Meals on Wheels:**
Motion by Councilman Boney to allocate \$11,250 to Fort Bend Seniors Meals on Wheels; 2nd by Vice Chair member Rasmus; Motion Carried unanimously.
- **Child Advocates**
Motion by Councilman Boney to allocate \$11,250 to Child Advocates; 2nd by Vice Chair member Rasmus; Motion Carried unanimously.
- **Edison Arts**
Motion by Mayor Pro Tem Ford to allocate \$11,500 to Edison Arts; 2nd by Councilman Boney; Motion Carried unanimously.
- **Educational Scholarships:**
Motion by Vice Chair member Rasmus to allocate \$11,000 to Educational Scholarships; 2nd by Councilman Boney; Motion Carried unanimously.

Total: \$45,000 (15%)

Consensus of the CDAC was not to recommend funding **Family Life Community and Resource Center** in lieu of the previous discussion.

In addition, the City administered projects for funding:

Non-Public Service Activities

- **Housing Rehabilitation:**
Motion was made by Vice Chair member Rasmus to allocate \$111,000 to Housing Rehabilitation; seconded by Mayor Pro Tem Ford; motion carried unanimously.

Motion was made by Vice Chair member Rasmus to approve the Contingency Language and fund housing rehab at 100% effect of an increase or decrease in allocation, seconded by Mayor Pro Tem Ford; motion carried unanimously.

- **Code Enforcement Officer:**

Motion was made by Vice Chair member Rasmus to allocate \$47,000 to Code Enforcement Officer; seconded by Mayor Pro Tem Ford; motion carried unanimously.

- **Administration:**

Motion was made by Vice Chair member Rasmus to allocate \$60,000 (20%) to Program Administration; seconded by Mayor Pro Tem Ford; motion carried unanimously.

CDAC Discussion:

Family Life Community and Resource Center: Chair Reiter recognized that she loves what they do; however the policy was set some time ago regarding incomplete applications. A profit and loss statement was not submitted. The applicant submitted a Wells Fargo February Bank statement. Information is lacking. The check list was described from the application packet which allows an annual audit or financial statement. Mayor Pro Tem Ford stated that we need to clarify what we consider a financial statement. Ms. Ricketts noted that on the signature line of the application, the applicant verified that a copy of a letter or audit indicating review of most recent financial statement by a certified or public accountant. The policy is in the application and staff will add this statement to the checklist and will notify the applicant.

Consensus of the CDAC was not to recommend funding Family Life Community and Resource Center in lieu of the discussion.

Hunter's Glen I & II, HOA Park Improvement Project: Dr. Adrian Phillips, Secretary for Hunter's Glen 1&2 HOA, presented before the CDAC. Dr. Phillips indicated the playground hasn't been used for over four years. It is in dire need of repair. Surfacing, swings, benches and equipment is dilapidated. They are seeking funding help to make it available for the kids. The question was asked: How many residents? Dr. Phillips stated that there are 760 houses; 757 with additional 3 houses built four years ago on Lexington in which the question of auspicious they fall in terms of neighborhood associations dues. Assuming 3 occupants to every home: averaging 2,280 residents. Committee member Rasmus asked for clarification on the total project costs. It was unclear. The pool and clubhouse costs were listed at \$52,000 and the park improvements and playground were noted at \$42,000. \$19,000 in personal costs were included, which is the cost of labor.

Ms. Ricketts asked the applicant a series of questions: Is the pool only open to the residents and are they being charged for usage and lessons or is it free and open to the public? Dr. Phillips noted that there has been a small charge such as a pool fee (\$5 per household). Are there fees being charged to the home owners to use the Clubhouse at any given point, or is it free and open to the public for use? Dr. Phillips noted that they do charge a fee for parties such as graduation parties.

Ms. Ricketts noted that the clubhouse and pool may not be eligible, because it has to be open and accessible to the general public. Any fees received to repair or renovate the building and facilities has to be turned-in as program income to HUD.

Dr. Phillips stated that the park will be open and free to the general public and the City. Councilman Boney asked if HOA's have ever been funded by CDBG funds. Ms. Ricketts stated to her knowledge, no.

Ms. Evelyn Kimeu stated that reasonable fees may be charged for using of the facilities, but such charges shall not be excessive membership fees and the fee have to be reasonable for low to moderate income individuals. "Facilities shall be operated to be opened to the general public".

The HOA is responsible for the future maintenance. Councilman Boney asked if the City would be in liable if HUD were to monitor and find out that people are being denied access.

Committee member Rasmus asked if the Hunter's Glen HOA has been setting aside funds for the project renovation. Dr. Phillips stated no, but hoping that renovation to the park will encourage residents to pay their HOA fees.

Councilman Boney asked which subdivisions are within the CDBG area, due to the fact that others are paying HOA dues for upkeep. Councilman Boney requested that staff provides a map of the CDBG area identifying existing parks as well as requesting verification from HUD if this is an eligible request.

Mayor Pro Tem Ford stated that we have never funded any improvements for structures for HOA's to her knowledge.

Chair Reiter suggested that the CDAC focus on allocating funds for the recreational park only. Councilman Boney compared this request to the shade structure project. Committee member Rasmus stated that if we fund this to get it operable, the HOA is not bringing in enough fund to maintain the facility to meet the obligations in the big picture to keep it sustainable.

Councilman Preston asked which of the projects a higher priority for the Board. Dr. Phillips stated both are essential, but he would give the playground the priority.

The project will have to be bid according to HUD guidelines. City Staff will assist in that process. This is not public property and clarification is needed regarding those public funds being used on private property in terms of access, Mayor Pro Tem Ford stated to avoid violation. The Hunters Glen 1&2 HOA Board should be made aware of all the stipulations. Mayor Pro Tem Ford stated that as long as they are meeting the requirements and it benefits the city as a whole, she supports it.

Councilman Boney stated that we are opening up a precedent and if we approve it, we will receive a lot more of these requests.

Assistant City Manager, Scott Elmer stated that the applicant would have to satisfy the bidding procurement policies, including Davis Bacon wage rates and certified payroll

requirements. This request has a lot of risks for the City. This would be spending public moneys on private property.

Motion: Mayor Pro Tem Ford made a motion to recommend approval of funding the improvements to the Hunters Glen 1&2 playground recreational area in the amount of \$37,000, subject to the HOA being able to comply with HUD's procurement requirements and policies including Davis Bacon wage rates.

Second: Councilman Preston.

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

8. CDBG Projects Status.

PY 17 Project status were listed in the Agenda Packet.

HUD Monitoring: Ms. Ricketts gave a summary of the HUD field office monitoring visit conducted March 20-March 23, 2018. A formal letter of all findings and concerns will be sent to the city within 30 days and the Committee will receive a copied of the report.

9. CDAC Bylaws

A final draft of the bylaws was provided to the Committee for consideration. Chair Reiter asked Ms. Kimeu if we can amend Page 5, to read "except for administrative matters" for announcement items. Ms. Kimeu stated that members could not bring up topics not on the agenda that are not related; it could violate the Open Meetings Act. The suggestion is to place new matters on the next agenda for discussion, as recommended by Legal.

Ms. Kimeu noted that the two changes were made as requested from the last meeting. Chair Reiter asked a question on quorum status, can we proceed and meet without a motion for individuals that have travel to attend the meeting? Ms. Kimeu stated that a Body cannot convene unless you have a quorum in accordance with the Open Meetings Act.

Motion: Vice Chair member Rasmus made a motion to adopt the Bylaws as presented and forward them to Council for approval;

Second: Mayor Pro Tem Ford

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney; Mayor Pro Tem Ford; Councilmember Preston

Nays: None.

The motion passed.

10. Discuss progress on CDBG projects.

Updates were attached in the agenda packet.

11. Adjourn.

Chairperson Reiter adjourned the meeting at 8:22 p.m.

Eunice Reiter, Chairperson



CITY COUNCIL AGENDA ITEM COVER MEMO

May 21, 2018

To: Mayor and City Council
Agenda Item: 10(a) Ordinance establishing temporary maximum speed limits for certain school zones located within the City for summer schools
Submitted by: Cliff Brouhard, P.E., PTOE - Assistant Director of Public Works

SYNOPSIS

Pursuant to Chapter 58 of the Missouri City Code, maximum prima facie speed limits in the City are to be adopted by ordinance. This proposed ordinance establishes speed limits for certain school zones in the City, including designated locations and times, and provides a penalty for the enforcement of such speed limits.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

- Fort Bend ISD has established a summer school schedule for 2018 summer sessions.
- Summer school is offered at three Missouri City schools, as follows:
 - Armstrong Elementary School – June 5 through June 20, 2018, Monday – Thursday; summer school is held from 8:00 am – 12:00 pm,
 - Palmer Elementary School – June 18 – 28, 2018 and July 16 – 26, 2018, Monday – Thursday; summer school is held from 8:30 am – 12:30 pm,
 - Hunter's Glen Elementary School – June 5 – 28, 2018, Monday – Thursday; summer school is held from 8:00 am - 12:00 pm.
- The designated school zone times and locations will be as follows:
 - Armstrong Elementary School: (Times 7:15 am - 8:00 am; 11:45 am – 12:30 pm)
 1. Independence Blvd. - 95 ft. west from the intersection of Independence Blvd. and Fifth St.
 2. Independence Blvd. - 782 ft. southeast from the intersection of Independence Blvd. and Revolution Way
 - Palmer Elementary School: (Times 7:45 am - 8:30 am; 12:15 pm – 1:00 pm)
 1. Crow Valley Dr. – from 430 feet Northeast of the intersection of Lake Olympia Pkwy and Crow Valley Dr. to 130 feet South of the intersection at Plantation Wood Ln. and Crow Valley.
 2. Plantation Lakes Dr. – from 130 feet Southeast of the intersection of King Cotton Ln. and Plantation Lakes Dr. to 380 feet Northwest of the intersection of Harbour Pl. and Plantation Lakes Dr.

- Hunter's Glen Elementary School: (Times 7:15 am - 8:00 am; 11:45 am – 12:30 pm)
1. Lexington Ct. - 80 ft. East from the intersection of Lexington Ct. and Hammerwood Dr. to Lexington Blvd.
 2. Lexington Blvd. - 390 ft. South from the intersection of Lexington Ct. and Lexington Blvd. to 400 ft. North from the intersection of Derby Ln. and Lexington Blvd.
 3. Independence Blvd. - 500 ft. West from the intersection of Huntington Dr. and Independence Blvd. to 115 ft. East from the intersection of Hollyridge Dr. and Independence Blvd.
 4. Hollyridge Dr. - 140 ft. South from the intersection of Hollyridge Dr. and Lynnwood Dr. to Independence Blvd.
 5. Hunter's Ct. - 35 ft. South from the intersection of Hunters Ct. and Tramwood Dr. to Independence Blvd.
 6. Foxglove Dr. - 35 ft. East from the intersection of Foxglove Dr. and Huntington Dr. to the intersection of Mountshire Dr. and Foxglove Dr.
 7. Mountshire Dr. - 165 ft. Southeast from the intersection Mountshire Dr. and Shiremeadow Dr. to Derby Ln.
 8. Foxborough Ln. - 80 ft. South from the intersection of Foxborough Ln. and Shiremeadow Dr. to Foxglove Dr.
 9. Derby Ln. - 30 ft. East from the intersection of Derby Ln. and Huntington Dr. to Lexington Blvd.
 10. Huntington Dr. - The entire street (From end to end)

BUDGET ANALYSIS

No fiscal Impact on operational budget: minor sign changes, addition of time placards – in-stock materials will be utilized.

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. School Zone Maps

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance.

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

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

ORDINANCE NO. O-18-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
ESTABLISHING TEMPORARY MAXIMUM SPEED LIMITS FOR
CERTAIN SCHOOL ZONES LOCATED WITHIN THE CITY;
DESIGNATING LOCATIONS, DATES AND TIMES FOR SUCH
SCHOOL ZONES; PROVIDING FOR REPEAL; PROVIDING A
PENALTY; PROVIDING FOR SEVERABILITY; AND DECLARING
AN EMERGENCY.

* * * * *

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

Section 1. There are hereby established the following temporary school
zones for the times, dates and locations as follows:

Armstrong Elementary:

Dates: June 5 – June 20, 2018, Monday through Thursday

Times: 7:15 a.m. to 8:00 a.m.; 11:45 a.m. to 12:30 p.m.

Locations:

1. Independence Blvd. - 95 ft. West from the intersection of
Independence Blvd. and Fifth St.
2. Independence Blvd. - 782 ft. Southeast from the intersection of
Independence Blvd. and Revolution Way

Palmer Elementary:

Dates: June 18 – June 28, 2018, Monday through Thursday

July 16 – July 26, 2018, Monday through Thursday

Times: 7:45 a.m. to 8:30 a.m.; 12:15 p.m. to 1:00 p.m.

Locations:

1. Crow Valley Dr. – from 430 feet Northeast of the intersection of Lake
Olympia Pkwy and Crow Valley Dr. to 130 feet South of the
intersection at Plantation Wood Ln. and Crow Valley.
2. Plantation Lakes Dr. – from 130 feet Southeast of the intersection of
King Cotton Ln. and Plantation Lakes Dr. to 380 feet Northwest of the
intersection of Harbour Pl. and Plantation Lakes Dr.

Hunter's Glen Elementary:

Dates: June 5 – June 28, 2018, Monday through Thursday

Times: 7:15 a.m. to 8:00 a.m.; 11:45 a.m. to 12:30 p.m.

Locations:

1. Lexington Ct. - 80 ft. East from the intersection of Lexington Ct. and Hammerwood Dr. to Lexington Blvd.
2. Lexington Blvd. - 390 ft. South from the intersection of Lexington Ct. and Lexington Blvd. to 400 ft. North from the intersection of Derby Ln. and Lexington Blvd.
3. Independence Blvd. - 500 ft. West from the intersection of Huntington Dr. and Independence Blvd. to 115 ft. East from the intersection of Hollyridge Dr. and Independence Blvd.
4. Hollyridge Dr. - 140 ft. South from the intersection of Hollyridge Dr. and Lynnwood Dr. to Independence Blvd.
5. Hunter's Ct. - 35 ft. South from the intersection of Hunters Ct. and Tramwood Dr. to Independence Blvd.
6. Foxglove Dr. - 35 ft. East from the intersection of Foxglove Dr. and Huntington Dr. to the intersection of Mountshire Dr. and Foxglove Dr.
7. Mountshire Dr. - 165 ft. Southeast from the intersection Mountshire Dr. and Shiremeadow Dr. to Derby Ln.
8. Foxborough Ln. - 80 ft. South from the intersection of Foxborough Ln. and Shiremeadow Dr. to Foxglove Dr.
9. Derby Ln. - 30 ft. East from the intersection of Derby Ln. and Huntington Dr. to Lexington Blvd.
10. Huntington Dr. - The entire street (From end to end)

Such temporary school zones as described above is depicted on Exhibit "A," which is attached hereto and made a part hereof.

Section 2. The prima facie maximum speed limit for each street in a temporary school zone shall be 15 miles per hour less than the posted maximum speed limit, or if no speed limit is posted, 15 miles per hour less than the prima facie speed limit of such street, but in no event shall such temporary school zone speed limit be less than 20 miles per hour. Such prima facie speed limits are hereby declared to be reasonable and safe, and to be effective on those days when the school which is situated adjacent thereto is in session during the dates as set forth herein.

Section 3. Repeal. All ordinances or parts of ordinance, if any, in conflict herewith, shall be and are hereby expressly repealed to the extent of such conflict only.

Section 4. Penalty. Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00). Each such violation shall constitute a separate offense.

Section 5. 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.

Section 6. The fact that these new and amended school zones are needed creates an emergency for which the immediate preservation of the public peace, health, safety and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED, APPROVED and ADOPTED on first and final reading this 21st day of May, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

Exhibit "A"



INDEPENDENCE BLVD

Armstrong Elementary

BOWEN

5TH

Map By:
GIS Division
June 2016



Speed Zone
Armstrong
Elementary

Legend

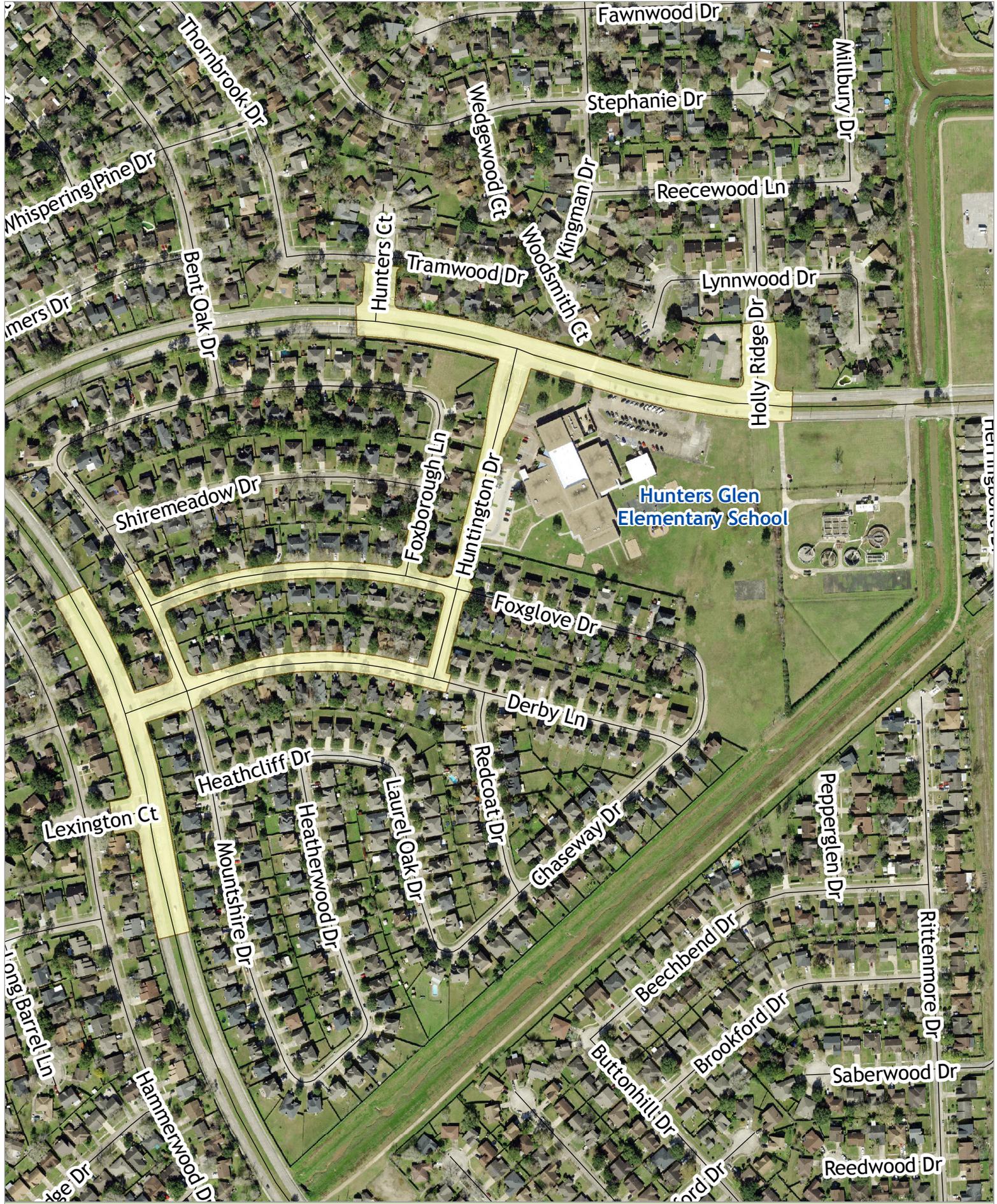
 25 MPH School Zone

0 60 120 240 360 480 Feet

Geographic Coordinate System North American Datum 1983 (NAD83)



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



Map By:
GIS Division
May 2018



Speed Zone
Hunters Glen
Elementary School

Legend
◆ 20 MPH School Zone



0 100 200 400 600 800 Feet

Geographic Coordinate System North American Datum 1983 (NAD83)
 The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. No guarantee is given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the information on this map.



Palmer Elementary

Crow Valley Drive

Plantation Lakes Drive

Map By:
GIS Division
May 2016

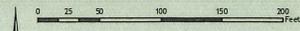


Speed Zone
Palmer Elementary

Legend



20 Mph School Zone



Geographic Coordinate System North American Datum 1983 (NAD83)
The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. We guarantee a given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the information on this map.



CITY COUNCIL AGENDA ITEM COVER MEMO

May 21, 2018

To: Mayor and City Council
Agenda Item: 11(a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a tax abatement agreement by and between the City of Missouri City, Texas, and AX Park 8Ninety Castcom L.P.
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Consideration and action on Council resolution for economic development project with AX Park 8Ninety Castcom L.P for tax abatement on personal property.

STRATEGIC PLAN 2019 GOALS ADDRESSED

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

BACKGROUND

For nearly a year city staff has been working with Trammel Crow and Comcast to attract the development of a Comcast service center facility in Park 8Nintey. The project would be developed by Trammel Crow and leased to Comcast. The proposed new facility would be at least 32,000 SF and provide space for Comcast service vehicles. The total project is anticipated to exceed \$10,000,000 in total capital investment and create 255 new jobs in Missouri City with an average annual wage of approximately \$50,000 before benefits.

But for the proposed incentive package this project will not locate in Missouri City. The proposed incentive does not require any payments or reduction in taxes from what is already being collected by the City. The incentive package will have the City abate 50% of assessed values on real and personal property for a period of ten years. The agreement being considered at this meeting is the abatement for personal property.

In preparation for this incentive package Reinvestment zone # 16 was created by Resolution # R-17-23 on September 18, 2017. Additionally, the tax abatement agreement for the real property element of this project was approved by Council at the May7, 2018 Council meeting.

BUDGET/FISCAL ANALYSIS

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

SUPPORTING MATERIALS

1. Resolution and agreement

STAFF'S RECOMMENDATION

Staff recommends approval of resolution

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Anthony J. Snipes, City Manager

RESOLUTION NO. R-18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST THE TAX ABATEMENT AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, COMCAST OF HOUSTON, LLC, AND AX PARK 8NINETY CASTCOM L.P. PERTAINING TO CERTAIN PERSONAL PROPERTY TO BE LOCATED ON A 6.13-ACRE TRACT OF LAND SITUATED NORTH OF BUFFALO RUN PARK, SOUTH OF HIGHWAY 90A, EAST OF CRAVENS ROAD, AND WEST OF THE SAM HOUSTON TOLLWAY WITHIN REINVESTMENT ZONE NO. 16 IN THE CITY OF MISSOURI CITY, TEXAS.

* * * * *

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

Section 1. That the Mayor of the City of Missouri City, Texas, be, and is authorized to execute for and on behalf of the City of Missouri City, Texas, and the City Secretary be, and is hereby, authorized to attest the Tax Abatement Agreement by and between the City of Missouri City, Texas, Comcast of Houston, LLC, and AX Park 8Ninety Castcom L.P., pertaining to certain personal property to be located on a 6.13-acre tract of land situated north of Buffalo Run Park, south of Highway 90A, east of Cravens Road, and west of the Sam Houston Tollway in Reinvestment Zone No. 16 in the City of Missouri City, Texas. A copy of such tax abatement agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED and ADOPTED this 21st day of May, 2018.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

**TAX ABATEMENT AGREEMENT RELATING TO ELIGIBLE PERSONAL PROPERTY
by and between
THE CITY OF MISSOURI CITY, TEXAS, AX PARK 8NINETY CASTCOM L.P., and
COMCAST OF HOUSTON, LLC**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **THE CITY OF MISSOURI CITY, TEXAS**, hereinafter referred to as City, acting by and through its City Council; **COMCAST OF HOUSTON, LLC**, hereinafter referred to as "Lessee", a foreign limited liability company and the lessee of the Real Property (hereinafter defined); and **AX PARK 8NINETY CASTCOM L.P.**, hereinafter referred to as "Lessor", a Delaware limited partnership and the owner of the Real Property located within City of Missouri City Reinvestment Zone No. 16, established by City of Missouri City Ordinance No. O-17-43, adopted November 6, 2017, incorporated herein by reference for all purposes.

GENERAL PROVISIONS

1. **Authorization**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Missouri City, Texas (Guidelines for Tax Abatement), which were approved by the City Council of the City of Missouri City on September 18, 2017, by Resolution No. R-17-23. City has determined that the request for Tax Abatement presented by Lessee conforms with the criteria established in the Guidelines for Tax Abatement.
- b. No official of the City has an interest in the property subject to this Agreement.

2. **Definitions**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. **"Abated Value"** means the value of the Eligible Personal Property subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.

Exhibit "A"

- b. **“Abatement”** means the exemption from ad valorem taxes of certain property in City of Missouri City Reinvestment Zone No. 16 as set forth in Section 5 hereof.
- c. **“Application for Abatement”** means the Application for Value Added Tax Abatement and the answers provided on the Economic Impact Statement Questionnaire, both of which are provided by Lessee.
- d. **“Certified Appraised Value”** means the value, as certified by the District as of January 1 of each year of this Agreement, regarding the Eligible Personal Property or Ineligible Property, as applicable, located on the Real Property within City of Missouri City Reinvestment Zone No. 16.
- e. **“City”** means the City of Missouri City, Texas.
- f. **“District”** means Fort Bend Central Appraisal District.
- g. **“Eligible Personal Property”** means personal property, excluding inventory, supplies, and furnishings located on the Real Property and not defined as Ineligible Property. Eligible Property is subject to abatement as set forth in Section 5(c) below.
- h. **“Ineligible Property”** means the Real Property; improvements on the Real Property, including improvements on the Real Property existing prior to the effective date of this Agreement, the Real Property used primarily to provide retail sales or services to the public, the Real Property used for residential purposes or with a productive life of less than 10 years, tangible personal property that the District classifies as inventory, supplies, or furnishings, real or tangible personal property located in City of Missouri City Reinvestment Zone No. 16 prior to the effective date of this Agreement; or any other property for which abatement is not allowed by state law.
- i. **“Lessee”** means Comcast of Houston, LLC, its affiliate, or any other person or entity to which the rights and obligations of Lessee contained in this Agreement are assigned pursuant to the terms of this Agreement.
- j. **“Lessor”** means AX Park 8Ninety Castcom L.P. or any other person or entity to which Lessor’s interest in the Real Property is assigned.
- k. **“Real Property”** means the land described on Exhibit A attached hereto and made a part hereof for all purposes.
- l. **“Tax Assessor-Collector”** means the Fort Bend County Tax Assessor-Collector.
- m. **“Tax Year”** has the meaning given in Section 1.04(13), TEXAS TAX CODE.

3. **Subject Real Property**

The Real Property subject to this Agreement is located within City of Missouri City Reinvestment Zone No. 16.

4. **Responsibilities and Representations of Lessee**

In consideration of receiving the Abatement granted herein for the Eligible Personal Property, Lessee represents and agrees as follows:

(a) Lessee agrees to operate an office and a warehouse at an approximately 32,000 square-foot facility located on the Real Property.

(b) Beginning January 1, 2020, and continuing through December 31, 2028, Lessee agrees to annually employ an average of 255 employees at the Real Property site with an average wage, including benefits, of \$63,400. Lessee shall annually furnish City with payroll records allowed by law and necessary to confirm Lessee's compliance with this Agreement. Failure to meet the requirements of this Section 4(b) will invalidate the Abatement for the year that this requirement is not satisfied, but shall not be considered a default of this Agreement provided that the Lessee notifies the City and does not receive an Abatement for such year.

(c) Lessee agrees to maintain at least four million dollars (\$4,000,000) of taxable inventory at the Real Property for each Tax Year from January 1, 2020, through December 31, 2028. The District's Certified Appraised Value shall be used to determine the value of the inventory. Failure to meet the requirements of this Section 4(c) will invalidate the Abatement for the year that this requirement is not satisfied, but shall not be considered a default of this Agreement provided that the Lessee notifies the City and does not receive an Abatement for such year.

(d) Lessee agrees to maintain at least three million dollars (\$3,000,000) of Eligible Personal Property at the Real Property for each Tax Year from January 1, 2020, through December 31, 2028. The District's Certified Appraised Value shall be used to determine the value of the Eligible Personal Property. Failure to meet the requirements of this Section 4(d) will invalidate the Abatement for the year that this requirement is not

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satisfied, but shall not be considered a default of this Agreement provided that the Lessee notifies the City and does not receive an Abatement for such year.

(e) Lessee agrees that, for each Tax Year in which an abatement is not granted pursuant to the tax abatement agreement relating to the Real Property, entered into by the City and Lessor, on or about the effective date of this Agreement, such failure to receive an abatement will invalidate the Abatement authorized by this Agreement.

(f) Lessee agrees that a default of the tax abatement agreement relating to the Real Property, entered into by the City and Lessor, on or about the effective date of this Agreement, shall constitute a default of this Agreement.

5. **Term and Abatement**

(a) This Agreement shall be effective on the date executed by City, the Lessee, or the Lessor, whichever is last. This Agreement shall terminate on December 31, 2028, unless terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond December 31, 2028. Lessee's obligations upon default to pay to City any taxes abated or owed under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of Abatement shall be an amount equal to the percentage indicated below of the value assessed on the Eligible Personal Property during each applicable Tax Year.

(c) Subject to the limitations imposed by law and conditioned upon the Lessee's performance outlined in Section 4 above, there shall be granted and allowed hereunder an Abatement on the value of the Eligible Personal Property as follows:

Tax Year	Abatement percentage
2020	50%

Exhibit "A"

2021	50%
2022	50%
2023	50%
2024	50%
2025	50%
2026	50%
2027	50%
2028	50%.

(d) The Abatement granted for the Eligible Personal Property shall not apply to the Certified Appraised Value of the Ineligible Property or the Real Property.

(e) The District's determination of values shall be used to determine the Certified Appraised Value of the property subject to this Agreement. If Lessee protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(f) Lessee may terminate this Agreement with thirty (30) days written notification to the City. Lessee shall not be entitled to a tax abatement for the year in which such termination is made. If taxes for the year of termination have been abated, the Lessee shall, with such notice, make payment to the City of any abated taxes for the year of termination with interest and penalties as described in Section 8.

6. **Taxability**

During the period that this Abatement for the Eligible Personal Property is effective, taxes shall be payable by Lessee as follows:

- (1) the value, as established by the District for each Tax Year, of Real Property and Ineligible Property shall be fully taxable; and
- (2) the Abated Value, as established by the District, of the Eligible Personal Property shall be fully taxable, provided that Lessee comports with the obligations contained herein.

7. **Additional Responsibilities and Representations of Lessee**

In consideration of receiving the Abatement granted herein, Lessee represents and agrees:

(a) That Lessee has, as of the effective date of this Agreement, the financial resources to implement the above responsibilities and representations.

(b) That Lessee, as of the effective date of this Agreement, submitted an Application for Abatement.

(c) That Lessor, as of the effective date of this Agreement, has acquired fee simple ownership of the Real Property.

(d) **THAT LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(e) **IN THE EVENT THE LESSEE INTENDS TO SELL THE ELIGIBLE PERSONAL PROPERTY, THAT LESSEE SHALL BE RESPONSIBLE FOR REQUESTING FROM THE CITY AN ASSIGNMENT OF THIS AGREEMENT AT LEAST THIRTY (30) DAYS BEFORE THE PROPOSED DATE FOR CLOSING, PROVIDED, HOWEVER, THAT NO SUCH AUTHORIZATION SHALL BE NECESSARY IF THE LESSEE INTENDS TO SELL THE ELIGIBLE PERSONAL PROPERTY TO AN ENTITY THAT IS CONTROLLED BY THE LESSEE AND IS AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF TEXAS AT THE TIME OF ASSIGNMENT. LESSEE SHALL NOTIFY THE TAX ASSESSOR-COLLECTOR AND THE CITY OF THE SALE OF THE ELIGIBLE PERSONAL PROPERTY WITHIN NINETY (90) DAYS AFTER SUCH SALE. FAILURE OF LESSEE TO COMPLY WITH ANY OF THESE NOTIFICATION REQUIREMENTS SHALL RESULT IN DEFAULT OF THIS AGREEMENT, SUBJECT TO THE NOTICE AND OPPORTUNITY TO CURE PROVISIONS OF SECTION 8(B). LESSEE SHALL BE RESPONSIBLE FOR FILING ALL FORMS AS MAY BE REQUIRED BY THE DISTRICT TO DOCUMENT SUCH CHANGE OF OWNERSHIP.**

Exhibit "A"

(f) On or before April 30 of each year, Lessee shall certify in writing, in a form prescribed by the City and the Tax Assessor Collector, respectively, to both the City and to the Tax Assessor-Collector whether Lessee is in compliance with each term of this Agreement.

(g) Lessee shall record a copy of the Agreement in the applicable real property records of the county in which the Eligible Personal Property is located and shall submit a file-stamped copy to the City immediately after such filing. Upon expiration or earlier termination of this Agreement, the City agrees to timely execute a release and any other documentation required to release such recording, provided that payment obligations (including, but not limited to, interest and penalty obligations), if any, have been satisfied. This provision shall survive such expiration or termination.

8. **Event of Default**

(a) Subject to the notice and opportunity to cure provisions in Section 8(b), and except as otherwise set forth in this Agreement, City may declare a default of this Agreement if Lessee:

(1) fails to comply with any of its obligations under this Agreement beyond any applicable notice and cure period;

(2) allows City ad valorem taxes on the Real Property, on the Ineligible Property, or on the Abated Value of the Eligible Personal Property to become delinquent; or

(3) vacates the Real Property subject to the Agreement or ceases operations on the Real Property for a continuous period of one hundred twenty (120) days before the expiration of the term of the Abatement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; except that, in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, repair, restoration, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the City shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale or

Exhibit "A"

lease of the facility to another operator, or (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims shall not constitute a vacating of or a cessation of operations on the Real Property under this Section, and (b) such parties are unable to lease or sublease the Real Property to a third party tenant within eight (8) months following such vacation or cessation. Such exceptions are subject to further extension for force majeure as defined in Section 12 herein.

(b) City shall notify Lessee and Lessor of any default in writing specifying the default. The Lessee shall have sixty (60) days from the date of the notice to cure any default, or if said default is not reasonably curable within such time, the Lessee must commence and continue to diligently pursue the cure of said default. If the default is not cured within ninety (90) days from receipt of notice, City may terminate this Agreement by written notice.

(c) If this Agreement is terminated by City due to Lessee's default, Lessee agrees that Lessee is liable for and will pay to City within thirty (30) days of the termination of this Agreement:

- (1) The amount of all ad valorem taxes abated under this Agreement to the date of termination;
- (2) Interest, which shall accrue beginning on the date that the Agreement is terminated, on the amount of all ad valorem taxes abated under this Agreement at the interest rate provided for in the Texas Tax Code for delinquent taxes; and
- (3) Penalties on the amount of all ad valorem taxes abated under this Agreement at the rate provided for in the Texas Tax Code for delinquent taxes.

(d) City shall have a lien against Lessee, the Eligible Personal Property, and the Ineligible Property (excluding the Real Property and Improvements), as applicable, for the taxes, interest, and penalties owed because of the recapture of taxes under this

Agreement during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

9. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of City by the City Manager or the City Manager's designee. Lessee shall allow employees or other representatives of City, who have been designated by the City Manager for the specific purpose of ensuring compliance with this Agreement, to have access to and to inspect the Eligible Personal Property, at City's sole cost, expense, and risk during the term of the Agreement. All inspections shall be made only after two (2) business days' prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of Lessee may accompany the inspector at Lessee's sole discretion.

(b) The City shall annually evaluate the Eligible Personal Property to ensure compliance with the terms and provisions of this Agreement and shall report defaults to Lessee.

(c) The Chief Appraiser of the District shall annually determine (1) the Abated Value of the Eligible Personal Property under the terms of this Agreement and (2) the Certified Appraised Value of the Eligible Personal Property. The Chief Appraiser shall record both the Abated Value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value figure for each applicable year listed in the appraisal records shall be used to compute the amount of abated taxes to be recaptured in the event that this Agreement is terminated in a manner that results in recapture of abated taxes.

(d) Lessee shall furnish the Chief Appraiser annually such information required to be furnished to the Chief Appraiser under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the Abatement.

10. **Assignment**

(a) Lessee shall obtain the City's prior written consent before this Agreement is assigned. This Agreement may not be assigned and the refusal of the City shall be deemed reasonable if either the City has declared a default hereunder which has not been cured or the Lessee or its assignee is delinquent in the payment of ad valorem taxes. Lessor may assign its interest in this Agreement at any time without the City or Lessee's prior written consent, provided that the Lessor provides the City with notice of such assignment at least thirty (30) days after such assignment is made.

(b) Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of this Agreement.

11. **Indemnity**

It is understood and agreed between the parties that the Lessee, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or liabilities in connection therewith to third parties. **LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF LESSEE'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY AND THE DUTY TO DEFEND SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE INTENTIONAL CONDUCT OR NEGLIGENCE OF CITY OR THE DISTRICT OR THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. LESSEE'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO CITY'S, THE DISTRICT'S, OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. LESSEE SHALL BE RESPONSIBLE FOR ALL REASONABLE FEES INCURRED BY CITY IN**

THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT THE CITY OR THE DISTRICT FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION, AND LESSEE SHALL BE RESPONSIBLE FOR ANY SUCH COSTS AND/OR FEES SO INCURRED.

12. **Force Majeure**

If by reason of force majeure, Lessee is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to City in writing within fifteen (15) business days after Lessee first becomes aware of the occurrence relied upon and the effect on the performance of the Lessee's obligations. By doing so, the obligation of Lessee to the extent and for the period of time affected by the force majeure, shall be suspended. Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment; or any other similar cause not reasonably within the control of Lessee.

13. **Agreement Approval**

This Agreement is conditioned upon the approval of the City Council of the City of Missouri City by the affirmative vote of a majority of the members present at a duly scheduled meeting of the City Council and upon execution of this Agreement by a representative of the Lessee and the Lessor, respectively, fully authorized to engage in such transaction.

14. **Compliance with State and Local Regulations**

(a) This Agreement shall not be construed to alter or affect the obligations of Lessee to comply with any city ordinance or federal or state law or regulation.

(b) This paragraph is required by Chapter 2264, Texas Government Code, and supersedes any conflicting provision of this Agreement. Lessee is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Lessee is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement from which no cure provisions shall apply. In such event, City shall provide written notice to Lessee of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from City to Lessee. In the event of termination under this paragraph, Lessee shall be responsible for repaying to City the amount of all property taxes abated under this Agreement, plus interest and penalties on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes from the date of termination until repaid in full.

15. **Changes in Tax Laws**

The Abatement provided in this Agreement is subject to any changes in the state tax laws during the term of this Agreement.

16. **Miscellaneous**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, except conflict of laws principles and provisions, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Exhibit "A"

(b) In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by each party affected thereby.

(e) Any act required by this Agreement to be performed by Lessee may be performed by the agent of Lessee.

17. **Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Lessee, Lessor, City, District or the Tax Assessor-Collector, as appropriate, at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to Lessee, Lessor, City, District, or Tax Assessor-Collector at the following addresses:

To **Tax Assessor-Collector:** Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To **Lessee:** Comcast of Houston, LLC
_____ Drive
_____, TX _____
Attention: General Manager

Copy **Lessee:** Comcast of Houston LLC
_____ Drive

Exhibit "A"

_____, TX _____
Attention: General Counsel

To Lessor: AX Park 8Ninety Castcom L.P.
c/o Artis REIT
16220 N. Scottsdale Road, Suite 280
Scottsdale, Arizona 85254
Attention: Philip Martens

Copy Lessor: Artis REIT
300-360 Main Street
Winnipeg, MB R3C 3Z3
Attention: Jim Green

AND

Reinhart Boerner Van Deuren s.c.
16220 North Scottsdale Road, Suite 290
Scottsdale, Arizona 85254
Attn: William (Will) Invie Shroyer

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

Copy City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: Economic Development Director

To District: Fort Bend Central Appraisal District
2801 B. F. Terry Blvd.
Rosenberg, Texas 77471
Attention: Chief Appraiser

Any party may designate a different address by giving the other parties ten (10) days written notice thereof.

18. **Entire Agreement**

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. This

Exhibit "A"

Agreement shall be binding on the parties hereto and their successors and assigns, and shall inure to their benefit as well.

(Execution Pages Follow)

19. **Execution**

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City, Lessee, and Lessor as of the dates below stated. Lessee and Lessor warrant and represent that the individuals executing this agreement on behalf of Lessee and Lessor have full authority to execute this Agreement and bind Lessee and Lessor to the same.

CITY OF MISSOURI CITY, TEXAS

By: _____
Allen Owen, Mayor

Date: _____

ATTEST:

Maria Jackson, City Secretary

Comcast of Houston, LLC, a foreign limited liability company

By: _____
Printed Name: _____

Date: _____

ATTEST:

Printed Name: _____

Exhibit "A"

**AX PARK 8NINETY CASTCOM L.P.. a
Delaware limited partnership**

By: AX Park 8Ninety Castcom, LLC, a
Delaware limited liability company, its
General Partner

By: _____

Printed Name: _____

Title: _____

ATTEST:

Date: _____

Printed Name: _____

Attachment: Exhibit A—Real Property description

Exhibit "A"

**EXHIBIT A
REAL PROPERTY DESCRIPTION**

All 6.13 acres of Reserves 8 and 9 of the Park 8Ninety subdivision recorded under Fort Bend County Clerk's Instrument Number 20160020 of the Plat Records of Fort Bend County, Texas, and the improvements, if any, located thereon on the date of this Agreement.



CITY COUNCIL AGENDA ITEM COVER MEMO

May 21, 2018

To: Mayor and City Council
Agenda Item: 11(b) TXDOT STEP-CIOT Grant
Submitted by: Rachel Murray, Program Coordinator

SYNOPSIS

The Police Department is seeking funding via the Texas Department of Transportation to increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the enforcement period.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The Missouri City Police Department has a goal of increasing effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. The department is requesting this grant to fund overtime for officers to work during a two week period from May 22, 2018 – June 7, 2018.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
STEP-CIOT Grant		STEP Click It or Ticket	\$0	\$0	\$0

- The requested amount of the grant is \$5,000 with no matching funds.

Purchasing Review: N/A
Financial/Budget Review: Bertha P. Alexander, MBA

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

Staff recommends approval.

Director Approval:

Mike Berezin, Police Chief

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

Bill Atkinson, Assistant City Manager

RESOLUTION NO. R-18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR OVERTIME ACTIVITIES BY LAW ENFORCEMENT TO REDUCE THE INCIDENCE OF TRAFFIC INJURIES AND FATALITIES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, the Texas Department of Transportation has determined that high visibility enforcement of traffic laws, including those related to vehicle occupant protection, is a strategy to reduce the number of traffic injuries and fatalities; and

WHEREAS, the Texas Department of Transportation expects to make available to the City of Missouri City (the "City") approximately \$5,000 in funds dedicated to reduce the number of traffic injuries and fatalities; and

WHEREAS, the City Council of the City of Missouri City desires to ratify an application, including all understandings and assurances contained in the application, to be submitted to the Texas Department of Transportation for a Selective Traffic Enforcement Program "Click it or Ticket" ("STEP—CIOT") grant to support overtime activities by the City's law enforcement agency to increase occupant restraint use in all passenger vehicles and trucks by conducting an occupant protection enforcement and public information and education effort during a designated enforcement period; and

WHEREAS the City Council of the City of Missouri City desires to allow for certain proposed modifications to the Texas Department of Transportation's terms and conditions; and

WHEREAS, the City Council of the City of Missouri City desires to designate the Mayor as the City of Missouri City's authorized representative for purposes of submitting such application, to act in connection with the application and to provide any additional information that may be required and to designate the Police Recognition and Compliance Program Coordinator as the City of Missouri City's authorized project manager; and

WHEREAS, the City Council of the City of Missouri City finds it in the best interest of the residents of the City to reduce the number of traffic injuries and fatalities; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The City Council of the City of Missouri City ratifies the submission of the STEP—CIOT grant application, including all understandings and assurances contained in the application, to the Texas Department of Transportation for overtime activities by law enforcement to reduce the incidence of traffic injuries and fatalities.

Section 3. The City Council of the City of Missouri City authorizes certain proposed modifications to the Texas Department of Transportation’s terms and conditions.

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

Section 5. The City Council of the City of Missouri City hereby designates the Police Recognition and Compliance Program Coordinator as the City’s authorized project manager in relation to the grant.

PASSED, APPROVED and ADOPTED this 21st day of May, 2018.

Allen Owen
Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson
City Secretary

E. Joyce Iyamu
City Attorney



**Council Agenda Item
May 21, 2018**

12. CITY COUNCIL ANNOUNCEMENTS

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

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

13. CLOSED EXECUTIVE SESSION

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

14. RECONVENE

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

15. ADJOURN
