



**COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
MEETING AGENDA**

Notice is hereby given of a meeting of the Missouri City Community Development Advisory Committee to be held on **Monday, July 23, 2018, at 6:45 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 Committee 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. **DISCUSSION/POSSIBLE ACTION**
 - (a.) Housing Rehabilitation Program: Contractor's Change Order Requests
 - (b.) Housing Rehabilitation Program: Resident- Kenneth & Rosalind Cooper - Request to meet with the CDAC for additional Funding.
 - (c.) Housing Rehabilitation Program: Resident- Keith & LeShawn Cooper - Request to meet with the CDAC for additional Funding.
 - (d.) CDBG Program Updates
3. Public Comment.
4. Adjourn.

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations **for persons attending Missouri City Community Development Advisory Committee meetings. To better serve you requests should be received 24 hours prior to the meetings. Please contact Egima Brown at 281.403.8541.**

CERTIFICATION

I certify that a copy of the July 23, 2018, agenda of items to be considered by the Missouri City Community Development Advisory Committee was posted on the City Hall bulletin board on: July 19, 2018 at 10:45 am



I certify that the attached notice and agenda of items for consideration by the Missouri City Community Development Advisory Committee was removed by me from the City Hall bulletin board on the ____ day of _____, 2018.

Community Development Advisory Committee

July 23, 2018

Attached May 31, 2018 CDAC meeting minutes - Item will be added to next meeting agenda; however are being provided for reference.



**COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
DRAFT MEETING MINUTES**

May 31, 2018, 6:00 PM

The Community Development Advisory Committee met on Monday, May 31, 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; James Santangelo, 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 (previously submitted but not approved).

Approval of the minutes of the meeting of January 29, 2018 (previously submitted but not approved).

Approval of the minutes of the meeting of March 26, 2018.

Motion: Councilmember Boney made a motion to approve the minutes for the dates listed with minor corrections.

Second: Committee Member Rasmus. 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. PY 18 Action Plan- Revision to funding recommendations: No Action was needed; this item was only to update the CDAC on Council's action on the Action Plan update. This document was sent to HUD. The only change was the deletion of the Hunters Glen project allocation.
4. Consider recommendations related to the Housing Rehabilitation Policies and Procedures.

Staff recommends that the CDAC supports and approves this revision of the Policies and Procedures for the Missouri City Owner-Occupied Housing Rehabilitation Program, to include renter-occupied housing rehabilitation to the Fifth St. Corridor area only, and to recommend to City Council for approval.

Mayor Pro Tem Ford stated that the recommendation was voted down by Council to take those funds and place them on 5th Street, because 5th Street could better utilize them. There is no plan as to what we are going to do 5th Street, only to reallocate the funding. Mayor Pro Tem Ford stated that she did not support the recommendation, and she feels that \$38,000 is not sufficient to do very much on 5th Street to make any type of change.

Ms. Ricketts stated that the only thing that could be done in the 5th Street right now with that funding is housing rehabilitation. The only issue with that area is the question of "owner occupied homes", as we have found in working with the GIS division. Our Housing Rehab policy currently states that we can only perform work on "owner occupied housing". Therefore a policy revision would be required to include any renter occupied units, within the 5th Street Corridor only. And that is what we are presenting on this agenda item.

Councilman Preston asked what that would do to other homes that are renter-occupied. Ms. Ricketts explained that the policy revision as recommended to be written would say for the 5th Street Corridor only. The question of whether the policy would be seen as biased was raised for individuals renting in other areas by Mayor Pro Tem Ford.

Mr. Spriggs further stated that area perhaps was focused on because it was deemed an area of slum and blight and with the mapping that we have done, we are able to highlight a particular project area. The majority of the houses within this block area are at a point of such disrepair and unsightliness. The question of how much would \$12,000 go to repair that state of disrepair. The \$38,000 would only cover a couple of houses and only jump start the efforts, with hope of a trickling effect.

Councilman Boney noted that we do not have sufficient information right now to make a decision.

Assistant CM Scott Elmer noted that some of the homes may not be able to be rehabbed, but may have to be condemned. Therefore, the City would be obligated to put that displaced resident up at the City's costs indefinitely. That is a concern of staff. We are only in the initial stage. Mr. Elmer stated that the City has stepped and done some sewer utility improvements in the unincorporated area.

Chair Reiter stated that is only a jump-start and will take more than one year to address due to the shape of the homes.

Councilman Boney stated he had a meeting with the Commissioner Prestige regarding the area. We should take the initiative to find out as much as we can to improve the area. Staff added that the underlining zoning would have to be rezoned from commercial to residential. Councilman Boney stated that he would like to get more information to figure out what are the possibilities as opposed to guessing.

Mayor Pro Tem Ford added that we need to have a plan in place first. All concurred.

Committee Ramus: How does a renter say what can be done to the owner's property?

Councilman Boney asked that all of the facts need to be provided. We need to determine what the true overall needs are.

Mr. Elmer asked can the CDBG funds be used to perform a consultant's study to do a plan as an option.

Ms. Ricketts stated that the Action Plan needs to be amended, clarifying the activity. We would have to revise our Consolidated Plan as well. Legal was asked to work with Development Service staff to develop some language that maximizes our ability to spend the funding within the Action Plan, including the possibility of a study. Mr. Elmer added that we will only get proposals at this stage to bring back to the CDAC.

Motion: Councilmember Boney made a motion to maximize the number of categories this funding can be spent on to achieve the Council directive on 5th Street.

Second: Committee Member Rasmus. Motion carried unanimously.

The vote as follows:

Ayes: Chairperson Reiter; Committee member Rasmus; Councilmember Boney;

Nays: Mayor Pro Tem Ford; Councilmember Preston.

The motion passed.

5. Reallocation of PY 17 Funds: This item is to reallocate funding from PY 17 Post-Secondary Educational Scholarships Program and Fort Bend Seniors to another source.
 - a. Scholarships
 - b. Meals on Wheels

Motion: Councilman Boney made a motion to reallocate the \$4,000.00 from Scholarships Program, and the \$.05 from Fort Bend Seniors Meals to the Housing Rehabilitation program.

Second: Committee Ramus. Motion carried unanimously.

The vote as follows:

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

Nays: None.

6. Housing Rehabilitation Program: Contractor's Change Order 43,050.00 PY2016 will flow over to our 2017 year. 137,000 ... we haven't started approving applications in 2017. Jeff motion 2nd by Monica.

Ms. Ricketts stated that this is 2016 funding year and the money will flow over to the 2017 Program year which has not begun.

The CDAC is asked to make a determination to Administrative Staff regarding the approval and authority to provide additional funding and amend the Scope of Work under the current FY2016 funding account for the following projects:

- 7802 Micheline Circle, Houston, TX 77071 (Foots) - The property was built in 1983 and require minor repairs to bring it up to code and substantial living conditions. The original budget is \$5,681 and is being expended on Exterior, HVAC, Electrical, and Interior repairs. The Contractor has reported that an additional \$11,000 is needed to replace entire roof; Total Budget will be \$16,681.
- 2423 Ridgemont Dr, Missouri City, TX 77489 (Laguard) -The property was built in 1976 and require minor repairs to bring it up to code and substantial living conditions. The original budget is \$8,981 and is being expended on Foundation, Electrical, and Interior repairs, and Lead Based Paint Assessment. The Contractor has reported that an additional \$3,000 is needed for exterior grading and drain repair. Total Budget will be \$13,000.
- 2526 Creekway Circle, Missouri City, TX 77489 (Blum) -The property was built in 1976 and require minor repairs to bring it up to code and substantial living conditions. The original budget is \$8,981 and is being expended on Foundation, Electrical, and Interior repairs, and Lead Based Paint Assessment. The Contractor has reported that an additional \$11,000 is needed for Exterior Roof repair. Total Budget will be \$19,981.
- 2226 Turtle Creek Drive, Missouri City, TX 77489 (Hayes) - The property was built in 1975 and require minor repairs to bring it up to code and substantial living conditions. The original budget is \$7,750 and is being expended on Foundation, Exterior, Plumbing, Electrical repairs and Lead Based Paint Assessment. The Contractor has reported that an additional \$4,000 is needed Interior cracks and window repairs. Total Budget will be \$11,720.
- 1614 Tower Grove CT, Missouri City, TX 77489 (Akanjo) - The property was built in 1976 and require significant repairs to bring it up to code and substantial living conditions. The original budget is \$9,550 and is being expended on Foundation, Electrical repairs and Lead Based Paint Assessment. The Contractor has reported that an additional \$10,050 is needed to make Plumbing, Exterior and Interior repairs. Total Budget will be \$20,000.
- 2442 Buttonhill Dr., Missouri City, TX 77489 (Sharp) - The property was built in 1983 and require significant repairs to bring it up to code and substantial living conditions. The original budget is \$8,000 and is being expended on Foundation, Plumbing, Electrical, Interior repairs, Pest Control, and HVAC. The Contractor has reported that an additional \$4,000 is needed to install a new Roof repairs. Total Budget will be \$20,000.

Motion: Councilman Boney made a motion to approve the change order amount;

Second: Committee Member Ramus. Motion carried unanimously.

The vote as follows:

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

Nays: None.

7. Five Year Consolidated Plan/ Citizen Participation Plan

Ms. Ricketts updated the CDAC that this is the last year of the Consolidation Plan of which we received an extension from HUD. We need to start planning for the next Consolidated Plan which includes a formal Citizens Participation process in which we do surveys to engage the community on their thoughts of spending the next five years of funding. This is a large scale plan and not a typical everyday CAPER. It entails a lot of detailed work and commitment. Staff is requesting \$ 8,000 out of the administrative budget to hire consultant to do this plan and the citizen participation plan which is outdated.

Motion: Councilman Boney made a motion to start planning for the next Consolidated Plan and amend the Citizen Participation Plan by hiring a consultant for \$ 8,000 and forward this to Council.

Second: Councilman Preston. Motion carried unanimously.

Comments: Councilman Boney stated that he would like the CDAC to meet with Council to have better understanding of what we currently have as a Consolidated Plan. We should go back through the plan of what Council's expectations are.

The vote as follows:

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

Nays: None.

8. Draft Regional Analysis of Impediments to Fair Housing Choice (AI):

Chair Reiter noted that this item provides and update to the Draft Regional Analysis of Impediments to Fair Housing Choice (AI). Ms. Ricketts stated that we are required to send it out for public notice, review and comment. We wanted the CDAC to provide feedback prior before it goes public. Next step: We will meet with the Consultant. We will ask for comment from the CDAC by the end of the comment period.

9. HUD Monitoring Report:

Ms. Ricketts stated that this item addresses the HUD On-Site Monitoring of Community Development Block Grant Program (CDBG) Grant Number: B-15-MC48-0040 Program Year 2015. Material issues were highlighted of HUD's findings. Mr. Spriggs noted the areas of procurement, policies and procedures of financial management where were asked to update those. A response has to be done within 30 days. Mr. Elmer stated that a meeting has been set up with all departments to address all concerns. We will provide a follow-up to the CDAC once it is complete.

10. CDBG Projects Status.

a. Code Enforcement:

Mr. Calhoun addressed the CDAC with a Code Enforcement update as attached.

b. Ms. Ricketts stated that we are at the end of 2017 PY, June 30th is the last day. We have not received the HUD extension of the 3 months City Fiscal Year change. We have closed the scholarship application period. We have received about seven (7) scholarship applications for the \$9,975 allocation.

c. Ms. Ricketts stated that there is \$20,000 unobligated funding, which needs to be reallocated. No action was taken at this time.

11. Public Comment: None.

12. Adjourn.

Adjourn.

Chairperson Reiter adjourned the meeting at 6:51 p.m.

Eunice Reiter, Chairperson



**Agenda Item Cover Memo
July 23, 2018**

To: Community Development Advisory Committee
Agenda Item: 2.(a.) Housing Rehabilitation Program: Contractor's Change Order Requests

Submitted by: Otis T. Spriggs, AICP, Director of Development Services

SYNOPSIS

This item is a request under the CDBG housing rehabilitation program. The contractor requests to increase funding for four Program Year (PY) 2016 housing rehabilitation projects.

BACKGROUND

The City's housing rehabilitation program contractor, Fort Bend Habitat for Humanity, has submitted for consideration change order requests for four PY 2016 housing rehabilitation projects. It was determined, during the initial contract phase for each project that the repair costs would exceed the \$10,000 cap. At that time, any work over the budgeted amount was tabled with the recommendation that increases could be considered later be considered dependent upon available funding.

The CDAC is now asked to consider these four PY 2016 change order requests to provide additional funding and amend the scope of work for the projects as follows:

- 1) **1614 Tower Grove Ct, Missouri City TX 77489; (Akanjo)** - The property was built in 1976 and requires significant repairs to bring it up to code and substantial living conditions. The original budget was approved at \$9,550; the CDAC considered and approved change order #1 on May 31, 2018 to increase the budget by \$10,450. The contractor has now reported that an additional \$11,350 is needed to perform foundation repair work.

Summary of Request:

Original budget:	\$ 9,550
Change order #1:	\$10,450
Requested change order #2:	\$11,350
Total budget requested:	\$31,350

- 2) **1814 Halsted, Missouri City, TX 77489; (Hall)** -The property was built in 1983 and requires minor repairs to bring it up to code and substantial living conditions. The original budget was \$8,131. The contractor has reported that an additional \$2,175 is needed to

repair the water heater drain and add louvered doors to bring mechanical closet up to code.

Summary of Request:

Original budget:	\$ 8,131
<u>Requested change order #1:</u>	<u>\$ 2,175</u>
Total budget requested:	\$10,306

- 3) **2226 Turtle Creek Dr., Missouri City TX 77489; (Hayes)** -The property was built in 1975 and requires minor repairs to bring it up to code and substantial living conditions. The original budget was \$7,750; the CDAC considered and approved change order #1 on May 31, 2018 to increase the budget by \$4,500. The contractor has reported that an additional \$12,250 is needed to performed foundation repair work;

Summary of Request:

Original budget:	\$ 7,750
Change order #1:	\$ 4,000
<u>Requested change order #2:</u>	<u>\$12,250</u>
Total budget requested:	\$24,000

- 4) **2423 Ridgemont Dr Missouri City, TX 77489; (Lagard)** - The property was built in 1974 and requires minor repairs to bring it up to code and substantial living conditions. The original budget was \$10,000; the CDAC considered and approved change order #1 on May 31, 2018 to increase the budget by \$3,000. The contractor has reported that an additional \$8,200 is needed to perform foundation repair work.

Summary of Request:

Original budget:	\$10,000
Change order #1:	\$ 3,000
<u>Requested change order #2:</u>	<u>\$ 8,200</u>
Total budget requested:	\$21,200

FISCAL ANALYSIS

Administrative and program funding is provided through HUD.

SUPPORTING MATERIALS

1. 1614 Tower Grove Ct
 - a. Change Order Number 1
 - b. Change Order Number 2
 - c. Dawson Foundation Repair estimate
2. 1814 Halstead St.
 - a. Change Order Number 1
3. 2423 Ridgemont Dr
 - a. Change Order Number 1
 - b. Change Order Number 2
 - c. Dawson Foundation Repair estimate
4. 2226 Turtle Creek Dr
 - a. Change Order Number 1

- b. Change Order Number 2
- c. Dawson Foundation Repair estimate

STAFF'S RECOMMENDATION

Staff recommends that the CDAC authorize an increase in funding for the PY 2016 housing rehabilitation projects as requested by the change orders submitted.



CITY OF MISSOURI CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION PROJECT
REQUEST FOR CHANGE ORDER

Change Order Number 1

DATE: 5/26/2018

HOMEOWNER: Nijohnnie Akanjo

ADDRESS: 1614 Tower Grove Ct

CITY, ZIP CODE: Missouri City, TX 77489

CONTRACTOR NAME: Ft. Bend Habitat For Humanity

As contractor for the rehabilitation of the above property, the following change order is requested. Provide Explanation and describe item(s) submitted for change order request (attach additional documentation if needed):

Repair Water Heater System, Replace and Paint Damaged Soffit and Fascia, Repair windows, Repair and paint damaged drywall due to foundation failure.. replace broken garage access door

Changes to Existing Line Items (Items from original Scope of Work or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

New Items Requested (Items without a unit price in the original Scope of Work) (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	
1	Repair water heater system	Ea.	\$4,000	1	\$4,000	
2	Repair and paint damaged soffit	Ea.	\$2,000	1	\$2,000	
3	Repair windows and caulk, no replacement	Ea.	\$2,000	1	\$2,000	
4	Repair and paint drywall due to foundation failure	Ea.	\$1,550	1	\$1,550	
5	Replace broken garage access door	Ea.	\$500	1	\$900	

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

Original sum: \$9,550

Net change by previous change orders: 0

Amount of this change order: **\$10,450**

New sum including this and previous change orders: \$20,000

The contract time will be increased/decreased/unchanged (circle one) by _____ calendar days.

Therefore, the new date for Completion of Contract is _____

Nijohnnie Akanjo 6/8/18 *Anty* 6/14/18

Homeowner Signature

[Handwritten Signature]

6/4/18

City of Missouri City Representative Signature

6/2/18 CHANGE ORDER FORM

Contractor Signature

Staff has reviewed the change order costs above for price reasonableness and finds the price acceptable based upon analysis using our in house estimating program.



CITY OF MISSOURI CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION PROJECT
REQUEST FOR CHANGE ORDER

Change Order Number 2

DATE: 6/27/18

HOMEOWNER: Nijohnnie Akanjo

ADDRESS: 1614 Tower Grove Ct.

CITY, ZIP CODE: Missouri City TX, 77489

CONTRACTOR NAME: Fort Bend Habitat for Humanity

As contractor for the rehabilitation of the above property, the following change order is requested. Provide Explanation and describe item(s) submitted for change order request (attach additional documentation if needed):

<u>Changes to Existing Line Items</u> (Items from original Scope of Work or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
1	Foundation Repair	\$6,000	1	1	\$11,350	\$11,350

<u>New Items Requested</u> (Items without a unit price in the original Scope of Work) (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

Original sum: \$9,550

Net change by previous change orders: \$10,450

Amount of this change order: **\$11,350**

New sum including this and previous change orders: \$31,350

The contract time will be increased/decreased/unchanged (circle one) by _____ calendar days.
 Therefore, the new date for Completion of Contract is _____.

Homeowner Signature

Contractor Signature

City of Missouri City Representative Signature

Staff has reviewed the change order costs above for price reasonableness and finds the price acceptable based upon analysis using our in house estimating program.

ADDRESS 1614 Tower Grove Ct. M.C. 570T

DAWSON

Foundation Repair

- ⊗ = PIER LOCATION
- = PIER LOCATION INT
- △ = OPTION 2
- X = EXISTING PIERS
- = AROUND PIER LOCATION TO BE REJACKED

06/14/18
3:00P

CONTACT Nijohnnie Akanjo-owner / Sean Levoiy- Habitat

(c) (979) 308-8503

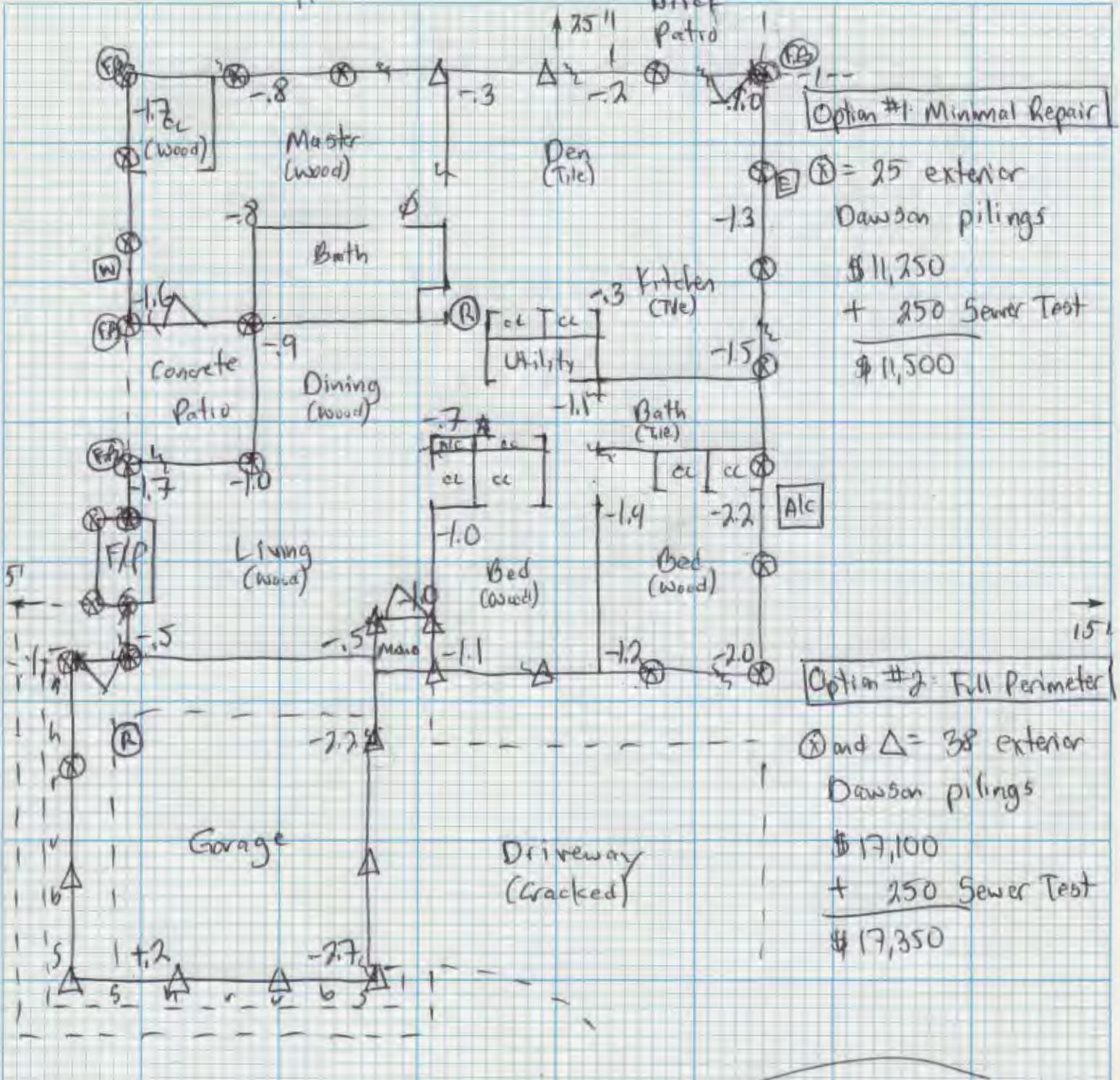
PHONE NO. (h) (2) 790-7123 / (2) 797-4035

akanjo1@yahoo.com / sean@fortbendhabitat.org



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San Antonio, and Victoria

HYDROSTATIC TEST PRE-TEST POST-TEST NO-TEST



Option #1: Minimal Repair

⊗ and △ = 25 exterior Dawson pilings
\$11,250
+ 250 Sewer Test
\$11,500

Option #2: Full Perimeter

⊗ and △ = 38 exterior Dawson pilings
\$17,100
+ 250 Sewer Test
\$17,350

1 inch equals ten feet

- 10' MAX. LIFT
- RAINBOW/PEA GRAVEL PATCHES
- WOOD OR BRICK
- ONE-STORY or TWO-STORY
- BREAK-OUTS
- GARAGE ATTACHED/DETACHED

- Our Price Includes The Following:
- ✓ Building Permit As Needed
 - ✓ Soil Testing (On Site To 15 Ft)
 - ✓ Nonox Engineering Will Inspect All Piers
 - ✓ Locate & Mark Underground Utilities
 - ✓ Fill The Voids Under Slab After Lift
 - ✓ No Nonsense Lifetime Transferable Service



**CITY OF MISSOURI CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION PROJECT
REQUEST FOR CHANGE ORDER**

Change Order Number 1

DATE: 5/22/18

HOMEOWNER: Donyel Lagard

ADDRESS: 2423 Rigemont Dr.

CITY, ZIP CODE: Missouri City, TX 77489

CONTRACTOR NAME: Ft. Bend Habitat for Humanity

As contractor for the rehabilitation of the above property, the following change order is requested. Provide Explanation and describe item(s) submitted for change order request (attach additional documentation if needed):

Fix Grading for yard to drain properly

Changes to Existing Line Items (Items from original Scope of Work or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

New Items Requested (Items without a unit price in the original Scope of Work) (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	
1	Fix grading for yard to drain properly	ea	1	1	\$3,000	

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

Original sum: \$10,000_____

Net change by previous change orders: _____0_____

Amount of this change order: **\$3,000**__

New sum including this and previous change orders: \$13,000__

The contract time will be increased/decreased/unchanged (circle one) by _____ calendar days.

Therefore, the new date for Completion of Contract is _____.

Donyel Lagard 6/12/18
Homeowner Signature

[Signature] 6/19/18
Contractor Signature

[Signature] 6/14/18
City of Missouri City Representative Signature

Staff has reviewed the change order costs above for price reasonableness and finds the price acceptable based upon analysis using our in house estimating program.



CITY OF MISSOURI CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION PROJECT
REQUEST FOR CHANGE ORDER

Change Order Number 2

DATE: 6/27/18

HOMEOWNER: Donvel Lagard

ADDRESS: 2423 Ridgemont Dr.

CITY, ZIP CODE: Missouri City, TX 77489

CONTRACTOR NAME: Fort Bend Habitat for Humanity

As contractor for the rehabilitation of the above property, the following change order is requested. Provide Explanation and describe item(s) submitted for change order request (attach additional documentation if needed):

<u>Changes to Existing Line Items</u> (Items from original Scope of Work or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
1	Repair Foundation	\$6,000	1	1	\$8,200	\$8,200

<u>New Items Requested</u> (Items without a unit price in the original Scope of Work) (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

Original sum: _____ \$10,000

Net change by previous change orders: _____ \$3,000

Amount of this change order: **\$8,200**__

New sum including this and previous change orders: \$21,200_

The contract time will be increased/decreased/unchanged (circle one) by _____ calendar days.
 Therefore, the new date for Completion of Contract is _____.

 Homeowner Signature

 Contractor Signature

 City of Missouri City Representative Signature

Staff has reviewed the change order costs above for price reasonableness and finds the price acceptable based upon analysis using our in house estimating program.

ADDRESS 2423 Ridgemont Dr. M.C. 610A

DAWSON

Foundation Repair

CONTACT Donyel Lagard-owner / Sean Levey-Habitat

PHONE NO. (817) 890-2676 / (214) 797-4035

donyel.lagard@yahoo.com / sean@fortbendhabitat.com

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San Antonio, and Victoria

- ⊗ = PIER LOCATION
- = PIER LOCATION INT
- △ = OPTION 2
- X = EXISTING PIERS
- = AROUND PIER LOCATION TO BE REJACKED

HYDROSTATIC TEST PRE-TEST POST-TEST NO-TEST

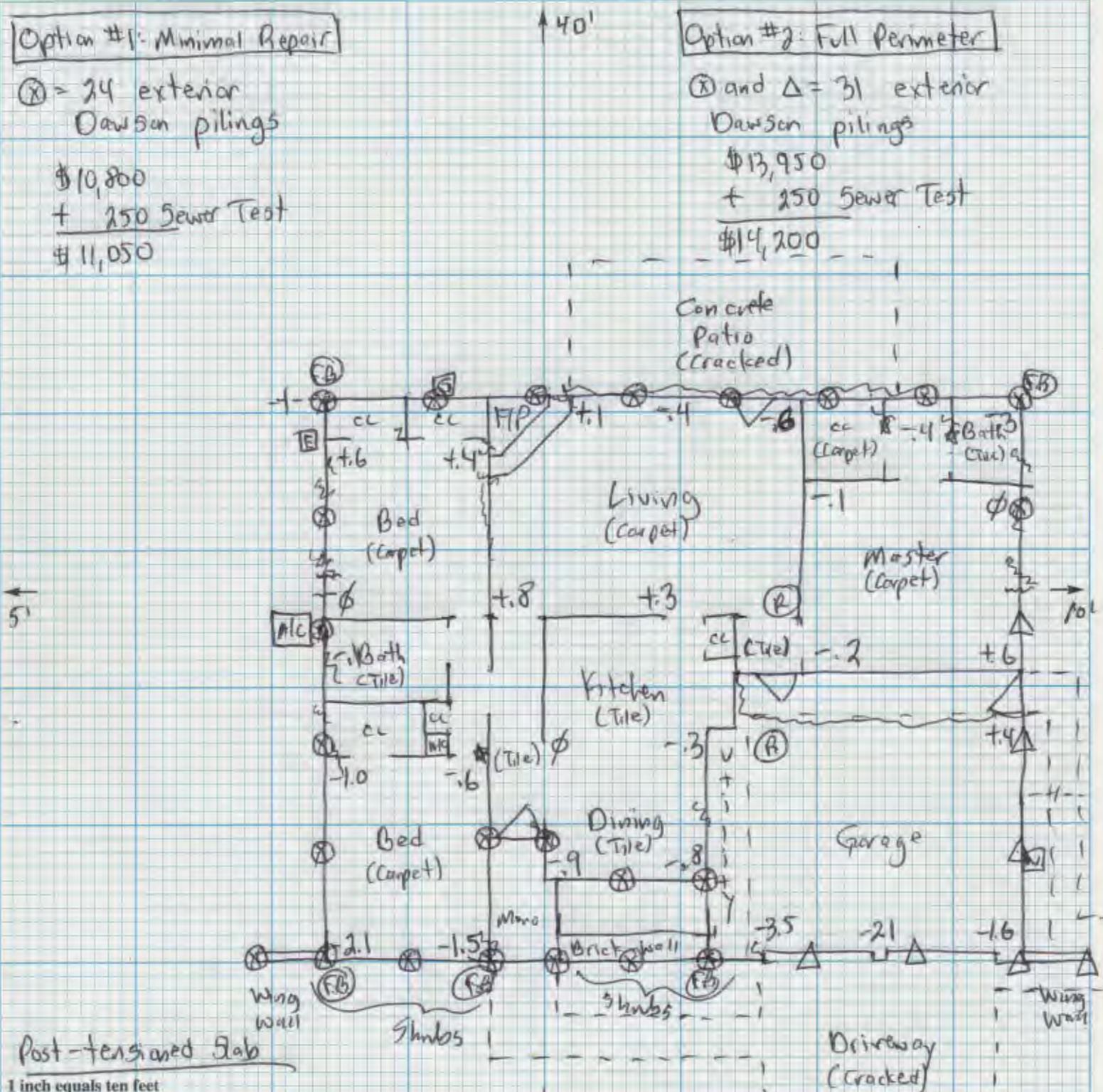


Option #1: Minimal Repair

⊗ = 24 exterior Dawson pilings
\$10,800
+ 250 Sewer Test
\$11,050

Option #2: Full Perimeter

⊗ and △ = 31 exterior Dawson pilings
\$13,950
+ 250 Sewer Test
\$14,200



Post-tensioned Slab

- 1 inch equals ten feet
- 1.5" MAX. LIFT
- RAINBOW/PEA GRAVEL PATCHES
- WOOD or BRICK
- ONE-STORY or TWO-STORY
- BREAK-OUTS
- GARAGE ATTACHED/DETACHED

- Our Price Includes The Following:
- ✓ Building Permit As Needed
 - ✓ Soil Testing (On Site To 15 Ft)
 - ✓ Narex Engineering Will Inspect All Piers
 - ✓ Locate & Mark Underground Utilities
 - ✓ Fill The Voids Under Slab After Lift
 - ✓ No Nonsense Lifetime Transferable Service



**CITY OF MISSOURI CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION PROJECT
REQUEST FOR CHANGE ORDER**

Change Order Number 1

DATE: 5/31/18

HOMEOWNER: Ira Hayes

ADDRESS: 2226 Turtle Creek Dr.

CITY, ZIP CODE: Missouri City, TX 77489

CONTRACTOR NAME: Fort Bend Habitat for Humanity

As contractor for the rehabilitation of the above property, the following change order is requested. Provide Explanation and describe item(s) submitted for change order request (attach additional documentation if needed):

Repair and paint drywall and caulk and seal windows

Changes to Existing Line Items (Items from original Scope of Work or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

New Items Requested (Items without a unit price in the original Scope of Work) (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	
1	Repair and paint drywall, caulk and seal windows	1	\$4,000	1	\$4,000	

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

Original sum: \$7,750

Net change by previous change orders: 0

Amount of this change order: **\$4,000**

New sum including this and previous change orders: \$11,750

The contract time will be increased/decreased/unchanged (circle one) by _____ calendar days.

Therefore, the new date for Completion of Contract is _____.

Ira Hayes 6/2/18
Homeowner Signature

[Signature] 6/14/18
Contractor Signature

[Signature] 6/14/18
City of Missouri City Representative Signature

Staff has reviewed the change order costs above for price reasonableness and finds the price acceptable based upon analysis using our in house estimating program.

ADDRESS 2226 Turtle Creek Dr M.C. 610F

DAWSON

Foundation Repair

CONTACT Ira Hayes-owner/ Sean Loya-Habitat

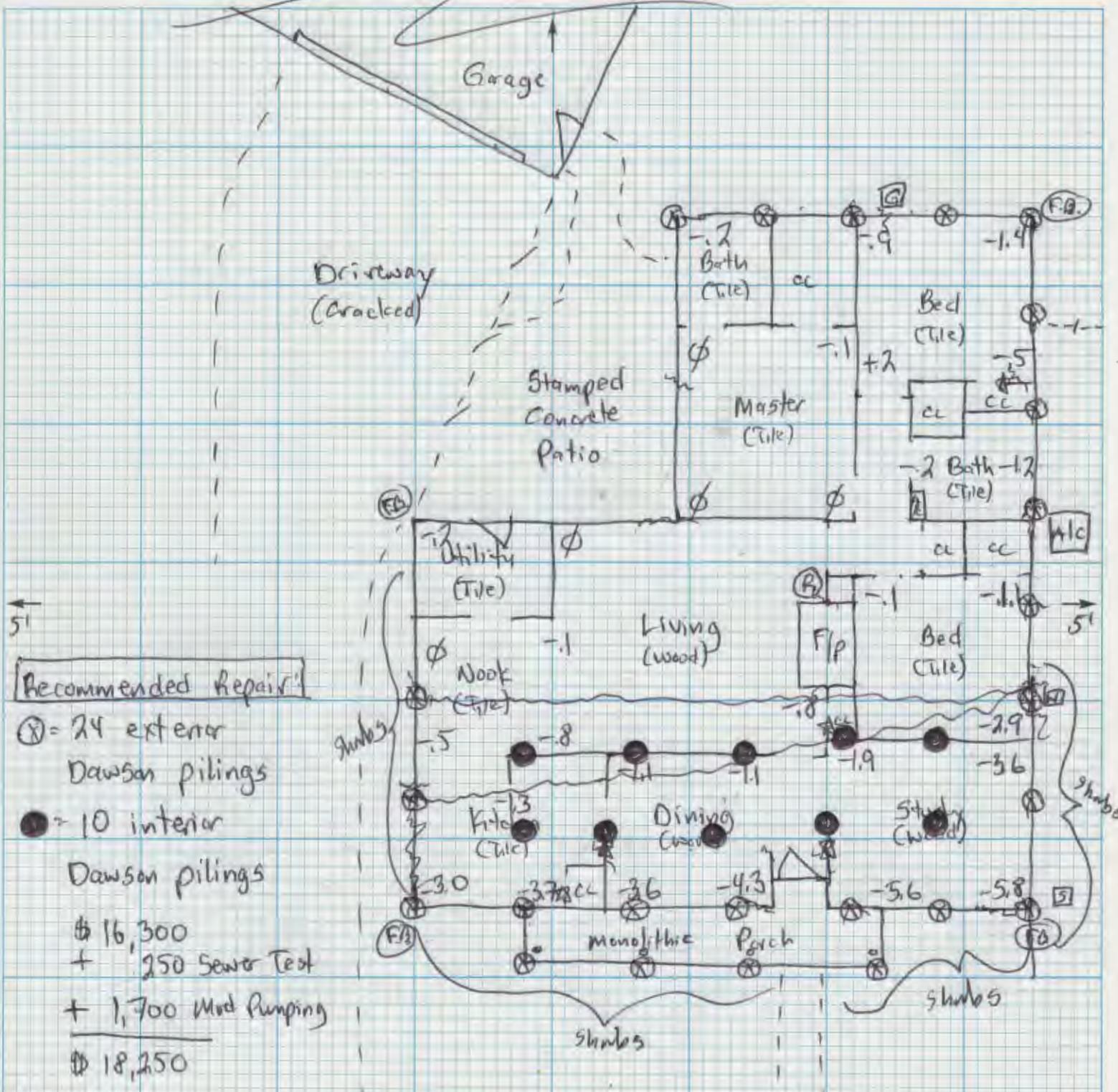
PHONE NO. (7) 204-4231 / (2) 797-4035

irahayes2015@gmail.com / sean@fortbendhabitat.org

SERVING
Austin, Bryan/College Station,
Corpus Christi, Dallas, Houston,
San Antonio, and Victoria

- ⊗ = PIER LOCATION
- = PIER LOCATION INT
- △ = OPTION 2
- X = EXISTING PIERS
- = AROUND PIER LOCATION TO BE REJACKED

HYDROSTATIC TEST PRE-TEST POST-TEST NO-TEST



Recommended Repair:

- ⊗ = 24 exterior Dawson pilings
- = 10 interior Dawson pilings
- \$16,300
- + 250 Sewer Test
- + 1,700 Mud Pumping
- \$18,250

1 inch equals ten feet

- 60" MAX. LIFT
- RAINBOW/PEA GRAVEL PATCHES
- WOOD OR BRICK
- ONE-STORY or TWO-STORY
- BREAK-OUTS
- GARAGE-ATTACHED (DETACHED)

- Our Price Includes The Following:
- ✓ Building Permit As Needed
 - ✓ Soil Testing (On Site To 15 Ft)
 - ✓ Norex Engineering Will Inspect All Piers
 - ✓ Locate & Mark Underground Utilities
 - ✓ Fill The Voids Under Slab After Lift
 - ✓ No Nonsense Lifetime Transferable Service



**Agenda Item Cover Memo
July 23, 2018**

To: Community Development Advisory Committee
Agenda Item: 2.(b.) Housing Rehabilitation Program: Resident - Kenneth & Rosalind Cooper

Submitted by: Otis T. Spriggs, AICP, Director of Development Services

SYNOPSIS

This item is a request under the CDBG housing rehabilitation program for work to be performed at 2310 Bright Meadows Dr., beyond the scope of work recently completed by the city's housing rehabilitation contractor, Fort Bend Habitat for Humanity.

BACKGROUND

Kenneth and Rosalind Cooper entered into a homeowner/contractor provision agreement in April 2017 for minor repairs to their property located at 2310 Bright Meadows Dr. The project was awarded a total of \$10,000 to (1) repair/replace the HVAC system; (2) repair certain electrical outlets and (3) receptacles; (4) install smoke and CO2 detectors and fire extinguishers; (5) connect a master bath sink to the drain; (6) repair leaking's in a hallway bathroom; (7) repair exterior siding; (8) provide weather stripping around the front door; (9) repair front broken window; (10) back sliding door screen; and (11) six window screens. The project was funded under CDBG Program Year 2015.

At the time the agreement was signed, it was noted that the furnace at the property was working.

Fort Bend Habitat for Humanity completed work on the property and invoiced the City for payment in September 2017. The total project costs including construction and other miscellaneous fees (i.e – inspection fees) totaled \$7,615.04. A balance of \$2,384.96 remained.

On June 26, 2018, Ms. Cooper contacted the City to inform that their HVAC system had stopped operating. The City contacted Fort Bend Habitat for Humanity to inspect the unit and determine if the warranty would cover cost to repair. On June 28, 2018, Fort Bend Habitat for Humanity reported back that the company that installed the HVAC system had conducted an inspection and determined that it was not the HVAC system but the furnace that was broken and was leaking gas. They recommended that the furnace be replaced.

FISCAL ANALYSIS

Administrative and program funding is provided through HUD.

SUPPORTING MATERIALS

1. Homeowner/contractor provision agreement
2. Change order #1 (To be provided separately)

STAFF'S RECOMMENDATION

Pending. The property owners have petitioned the City to repair/replace the furnace however the furnace was working properly at the time of the original housing rehabilitation program inspection and agreement. This housing rehabilitation project has been closed out and is ineligible for further funding for a period of five years, unless the CDAC determines that such repair constitutes an emergency situation.



CITY OF MISSOURI CITY
FORT BEND HABITAT FOR HUMANITY



HOUSING REHABILITATION PROGRAM
HOMEOWNER/CONTRACTOR PROVISION AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 2017, by and between Fort Bend Habitat for Humanity, hereinafter called the "Contractor," whose mailing address is 13570 Murphy Rd, Stafford, TX 77477, and Kenneth and Rosalind Cooper, whose residence and project address is 2310 Bright Meadow Drive Missouri City, TX 77489, hereinafter called the "Owner." This agreement is in a form approved by the City of Missouri City, a home rule city under the laws of the State of Texas, a funder of this work, hereinafter referred to as the "Grantee."

WHEREAS, the Contractor proposes to execute certain rehabilitation work in accord with the Community Development Block Grant Program (CDBG), to include all labor, materials, equipment, and all appurtenances thereto, in a completed installation done in accordance with the Bid Proposal. The contract sum of which the City of Missouri City CDBG Program will provide no more than \$10,000 per household.

1. **HOLD HARMLESS.** Contractor shall agree to defend, indemnify, and hold harmless the Owner and, the City of Missouri City from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

2. **LIEN WAIVERS.** Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work. Labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

3. **CONTRACT AMOUNT AND WORK WRITE-UP.** Furnish all labor, materials, supervision, and services necessary to do the work specified for Kenneth and Rosalind Cooper, (2310 Bright Meadow Drive Missouri City, TX 77489) in the "work write-up" attached and made a part hereof for the total sum of no more than \$10,000.

4. **SCOPE OF WORK.** Contractor acknowledges that it has prepared the Contractor's Proposal and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write up and warrants that all work undertaken will conform to said specifications.

5. **TIME FOR PERFORMANCE.** No work shall be commenced by the Contractor prior to receiving written Notice to Proceed from the City of Missouri City. Contractor agrees to start work within ten (10) calendar days after receipt of a written Notice to Proceed. If Contractor fails to commence work within forty-five (45) calendar of the date of the Owner's notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing. If completion is delayed for reasons beyond the Contractor's control, Contractor shall provide timely notice to the Owner of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claim by adequate documentation. In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner shall have the right to declare Contractor in default. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within fifteen (15) calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the Owner.

Upon completion and acceptance of the work, the Owner shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

6. OWNER'S RESPONSIBILITIES: The Owner shall: A. Permit the Contractor and /or its subcontractors to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work. B. Cooperate with the Contractor and /or its subcontractors to facilitate the performance of the work, including the removal and replacements of rugs, coverings, and furnishings as necessary. C. Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "Work Write-up" unless the "Work Write-up" specifically authorizes the owner to complete a specified item or supply specified materials.

7. LEAD-BASED PAINT AND ASBESTOS. (1) The Contractor shall not use or subcontract to a Contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this contract. (2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces.

8. CHANGE ORDERS. Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the City of Missouri City.

9. PERMITS AND CODES. Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor/ Subcontractor registration requirements.

10. WARRANTY. For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements hardware, and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. Contractor and Owner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, as its principal place of business, within one (1) year from the date of Contractor's request for final payment, stating that all work under contract has been completed.

11. REMOVAL OF DEBRIS. Upon completion of work. Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clear condition.

12. SUBCONTRACTORS. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors.

13. RESOLUTION OF DISPUTES. All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner.

14. PROHIBITION OF KICKBACKS. The Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City of Missouri City or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

15. PROHIBITION OF SIDE DEALS. Program policies prohibit the owner from making side agreements with the contractor/subcontractor for extra work while the work assisted by the Program is ongoing. Any side deal, agreement, contract or undertaking, is inconsistent with related requirements for the relationship between Owner and Contractor as stipulated in this agreement and is prohibited, and may cause for termination from the program.

16. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

17. ACKNOWLEDGMENT. The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be bidding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the Owner.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

OWNER:

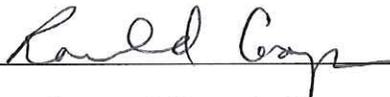
Print Name: Kenneth Cooper

Signature: 

Address: 2310 Bright Meadow Drive Missouri City, TX 77489 Date: 4-12-17

CO-OWNER:

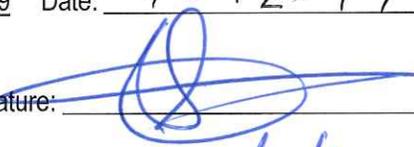
Print Name: Rosalind Cooper

Signature: 

Address: 2310 Bright Meadow Drive Missouri City, TX 77489 Date: 4-12-17

CONTRACTOR:

Print Name: Fort Bend Habitat for Humanity, INC.

Signature: 

Title: Sherwin Sun, Executive Director Date: 4/12/17

GRANTEE:

Print Name: City of Missouri City

Signature: 

Title: Scott Elmer, Assistant City Manager Date: 4-12-17



**The City of Missouri City Housing Rehabilitation Program
Homeowner Authorization & Scope of Work Agreement**

NAME: Kenneth and Rosalind Cooper

DATE: April 12, 2017

ADDRESS: 2310 Bright Meadow Drive Missouri City, TX 77489

CONTACT PHONE: 281-499-9063

HOMEOWNER RESPONSIBILITY: (1) To sign all the necessary documents so as to allow for the pulling of permits; (2) To move all household items out of the work area; and (3) To sign off on home inspections for work completed per the scope of work.

CONTRACTOR RESPONSIBILITY: (1) To sign all the necessary documents and pull the necessary permits; (2) To make homeowner aware of the work areas and advise them of all household items that needs to be moved and (3) To Complete the Scope of Work as described below and schedule Home inspections.

SCOPE OF WORK: The scope of work describes the tasks necessary to repair the home at the above address. Based on our previous inspection of the property, we believe that the following repairs and/or improvements will be necessary and feasible within the maximum funding allowed:

- | |
|--|
| <p>HVAC</p> <ol style="list-style-type: none"> 1. Repair/Replace HVAC system (cooling system-condenser and air handler). (Furnace is working) <p>Electrical</p> <ol style="list-style-type: none"> 2. Repair GFCI outlets in master bath; 3. Repair Receptacle at front exterior. 4. Install Smoke/CO2 and Fire Extinguisher in each bedroom and adjacent areas. <p>Plumbing Repair</p> <ol style="list-style-type: none"> 5. Connect Sink to drain in master bath to drain 6. Repair leakage for sink, toilet, and tub faucet in Hallway bath. <p>Exterior-Siding</p> <ol style="list-style-type: none"> 7. Repair Siding at lower two layers at rear of house (rotted); 8. Provide weather stripping all around Front door (out of adjustment); 9. Repair Front Broken Window; 10. Repair Back sliding door screen; 11. Replace six (6) Window screens (Missing). |
|--|

I/we understand that any changes to the above listed repairs/improvements must be discussed and approved by Fort Bend Habitat for Humanity and the City of Missouri City; and only those approved work will be completed.


APPLICANT SIGNATURE

4-12-17
DATE


CO-APPLICANT SIGNATURE

4-12-17
DATE


CONSTRUCTION SUPERVISOR

4/12/17
DATE

Community Development Advisory Committee
July 23, 2018

Agenda item 2.(b.) - Supporting Item #2 - Change Order #1

Pending



**Agenda Item Cover Memo
July 23, 2018**

To: Community Development Advisory Committee
Agenda Item: 2.(c.) Housing Rehabilitation Program: Resident - Keith & LeShawn Cooper
Submitted by: Otis T. Spriggs, AICP, Director of Development Services

SYNOPSIS

This item is an emergency request under the CDBG housing rehabilitation program for work performed at 2054 Summer Place Drive, by a former housing rehabilitation program sub-recipient and contractor.

BACKGROUND

During the Program Year (PY) 2014 CDBG, a total budget of \$10,000 was awarded under the housing rehabilitation program to cover the cost of major repairs needed for Keith and LeShawn Cooper's property located at 2054 Summer Place Drive.

An initial inspection of the property was completed and a scope of work was provided. Based upon communication received from the Cooper's, the City's former sub-recipient sent a contractor to begin work on the property in January 2015. By February 2015, Mr. Cooper notified the City of issues they attributed to the work of the contractor. Several email communications transpired between City staff and Mr. Cooper between February 2015 and March 2015. During this time, City staff continued to work through the sub-recipient to seek a resolution to the issue.

Between 2015 and 2016, the City's former sub-recipient and contractor invoiced and received payment for \$8,170.48 for repairs they indicated were made at the subject property. A balance of \$1,829.52 remained. A signed final inspection has not been located for the Cooper's and it appears that this property is one of the many that were never signed off on by the property owner.

The PY 2014 housing rehabilitation fund has since been closed.

In June 2018, at a recent City town hall meeting, the Cooper's again reached out to City staff to inform that the problems conveyed in their 2015 communications had never been resolved. The Cooper's have indicated that due to the actions of the initial contractor in 2015, their property has been uninhabitable and further improvements have not been able to be made.

Appendix L: City of Missouri City Owner-Occupied Housing Rehabilitation Program Guidelines, Section 3.2.b, provides that emergency assistance may be provided if the following conditions are met:

1. An applicant's household constitutes a low-income household, which is a household having an income equal to or less than the Section 8 "very low-income" limit established by HUD;
2. There is an imminent threat to health and safety;
3. No other funds are available to the applicant to correct the problem; and
4. The nature and severity of the problem is documented by the Director.

Section 3.2.c. further provides that "based upon information and the recommendation provided by the Director, the CDAC may approve, on a case-by-case basis, emergency assistance for an individual property, up to a maximum of \$20,000, within the Program guidelines."

FISCAL ANALYSIS

Administrative and program funding is provided through HUD.

SUPPORTING MATERIALS

1. PY 2014 scope of work
2. Email communications from Keith Cooper to city staff and Fox TV from February 2015 through March 2015.

STAFF'S RECOMMENDATION

Pending. An assessment of the current property conditions has not been completed and therefore a cost estimate of the repairs needed is unknown. If the Cooper's property remains uninhabitable then the need for repair may qualify it for emergency assistance and require a decision by the CDAC to approve additional funding in accordance with the Program guidelines.

Homeownr Keith Cooper
 Address: 2054 Summer Place
 Contact: ██████████

Invoice			
Inspection	Pictures	Repair	Supplies
\$0.00	\$ 4.68	\$8,165.80	\$ -

Requested	Allocation	Balance	
\$ 8,170.48	\$ 10,000.00	\$ 1,829.52	Total

Scope of Work	Materials/Supplies	Material Cost	Vendor/D ate	Sub Contractor	Labor Cost	Permit Required Y/N
Jan Invoice	Initial Inspection		Nakia			\$250.00
				Abe Electrical	\$800.00	
March Invoice				1-Way	\$1,445.00	
				1-Way	1050	

\$ 500.00		\$ 2,445.00			\$ 2,945.00	
April '15				1-Way	\$ 1,890.00	
	Pictures	4.68				
		\$ 2,445.00			\$ 2,445.00	
		\$ 800.00			\$ 800.00	
April '16 Invoice	Final Inspection		Nikkia Thomas		\$85.80	
Total		\$5,694.68	4.68		\$8,165.80	

Scope of Work

TOTAL JOB ESTIMATE = _____ (Labor is "usually" cost of material x 3) = _____
 *****job easily exceeds 15,000 (without total job or Labor cost) due to major problems (skeletal versus aesthetics)
 *major/priority issues

- *Remove and replace Air Conditioner – 1 EA = 3 ton 13 SEER - \$2,910.00
- *Remove and replace or Repair "if possible" Furnace (Leaking Gas) – 1 EA Winchester 80,000 BTU 95.5% Multi-positional Gas Furnace - \$1,446.00
- *Insulation – 1900 SF – Owens Corning R30 – Model #RU70 – 50 @ 19.98 = \$799.00
- *Electrical Repair – 1 EA – cannot determine cost – severity of damage unknown
- *Plumbing Repair – 1 EA – cannot determine cost – severity of damage unknown
 Leak in hallway (ceiling buckling and appears – unable to locate source of water Leak)
- *Fence repair – 1 EA
- *Roofing repair – 1 EA approx. \$700
- Siding repair – 150 SF = Hardie Plank Fiber Cement Siding Model #217863 = \$138.75
- Paint siding – 150 SF = \$225.00
- *Exhaust cap at Garage – 1 EA
- *Carbon monoxide detectors – 2 EA
- *Remove and replace toilet (Hall Bathroom) – 1 EA - Dual Flush Model #N2316 = \$98.00
- Remove and replace sheet rock – 200 SF -
- Paint walls – 200 SF – \$300.00
- Exterior lights – 2 EA
- Weather strip front and rear door - 2 EA
- Remove and replace trim in kitchen – 20 LF
- Remove and replace ac registers – 2 EA
- Remove and replace tub/shower fixtures – 1 EA

Jennifer Thomas Gomez

From: Chef Keith [REDACTED]
Sent: Saturday, June 9, 2018 4:55 PM
To: Jennifer Thomas Gomez
Subject: Fwd: hud program for repairs

Hello this keith cooper i discussed with you and Kelly Matt regarding the problem i had with the repair to my home that 5th ward claim to repair they damaged my entire eletrical in my home and the ac unit that they installed stop working several time now it dosent work anymore, i had a ac repair guy to come out to diagnosis it. you asked me to forward the message i have several to send to you..

----- Forwarded message -----

From: Chef Keith [REDACTED] >
Date: Tue, Feb 24, 2015 at 1:10 PM
Subject: hud program for repairs
To: latoya.ricketts@missouricitytx.gov

Hello this is keith Cooper I had a concern regarding repairs that were done to my home recently about several weeks ago a contractor came out from hud fifthward to upgrade my electrical box to install the AC at a later time due to this upgrade electrical box I've had lighting and electrical issues with my home ever since currently the recent problem I'm having today around 3:30 a.m. Tuesday morning my wife calls and tells me my electric in my home doesn't work on half of the house and she smells smoke when I get home around 1030 AM after I get off work I note as well that half of my house power is out due to this new electrical box the HUD program contractor installed in my home I currently as of now my stove doesn't work my refrigerator does not work part of my bathroom lighting does not work my garage door and light does not work and many more problems in the house also to my television in my bedroom currently does not turn on so I would like someone to come out and fix the problem ASAP it's about 38 degrees I have no heat in my home I also have no way of cooking or storing any food in my refrigerator because these appliances do not work because of the electrical problem please call me or respond to the problem as soon as you can my phone number is area code ([REDACTED]) my address is 20 54 Summer Place Dr Missouri City Texas 77489 now.

This is a big problem for us.....

Please contact me or have this issue resolved at your earliest convenience thank you

Jennifer Thomas Gomez

From: Chef Keith [REDACTED]
Sent: Saturday, June 9, 2018 4:58 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Hud program I have a major electrical problem in my home do to contractor mistake

this is keith cooper next

----- Forwarded message -----

From: Chef Keith <[REDACTED]>

Date: Mon, Mar 2, 2015 at 3:53 PM

Subject: Hud program I have a major electrical problem in my home do to contractor mistake

To: latoya.ricketts@missouricitytx.gov

On Monday the 23rd of February 2015 I received a phone call from my wife explaining that the power is going haywire throughout the house and she smells smoke that woke her up around 3:30 a.m. Monday morning I told her to turn off the breaker box until I get home as upon arriving to my home the power was currently off so i to turn the breaker box back on I enter back into the home and noticed that my let you go throughout the house was going haywire lights were blown frigerator was off stove was off lights were dim so immediately turn the power back off from the box i begin to call fifthward HUD program who originally sent out the contractor over a month and a half ago to put in a new box for the new heat /AC he Gary grant was to assess the home to make sure I had proper Electrical equipment as far as wiring and fuses no major problems in the home so they can be able to put the heating an AC correctly. After Gary grant electrician finish upgrading the electrical box on the outside of my home he spoke to me through my back door window and said your lights should be back and then he left the side gate he never re- inspected the house after he installed the new electrical box also to he did not label the electrical box no more than 15 minutes later I was in my bedroom I smelled smoke I immediately called Gary grant about the situation he told me that he was going to return back to my home but he never returned back to my home I called the fifthward office regarding the situation they said they will call him to have him return several hours went by he never returned I called fifthward office once again the CEO fifthward discuss with me that Gary grant was supposed to return back to my home around 1 p.m. That day you never showed up until later that night he came knocking on my home around 930- 10 p.m to check on the problem . I discuss with him what the problem was in my home the house was flickering offering on throughout my house and he told me that's normal he said the house would not balance out until they see get put in so he start walking around video taping and taking pictures that night he was in my home no more than 10 minutes and left he called his assistant on the phone and they both left the home they did no work or fix the problem. This past Monday the 23rd me and my family have me currently homeless we have no power in our home for over a week now we have had to dispose of hundreds of dollars of food that has been defrosted. No one as of yet has fix the electrical problem we have no place to go everyone's currently taking their time to fix this matter we are really getting frustrated behind this problem they have sent out three different contractors not one person has fix the problem the original contractor Gary grant came Thursday morning he did not come to repair my home he acted a pure fool in my home he tried to place blame the problem going on in my home on us saying that we caused the problem he currently de told us he has better things to do he can be at the rodeo Trail instead of being here wasted his time and storm out the house

Jennifer Thomas Gomez

From: Chef Keith [REDACTED]
Sent: Saturday, June 9, 2018 5:00 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Fifthward HUD repair program

----- Forwarded message -----

From: Chef Keith <[REDACTED]>
Date: Mon, Mar 2, 2015 at 7:26 PM
Subject: Fifthward HUD repair program
To: latoya.ricketts@missouricitytx.gov

Hello this is keith Cooper my address is 2054 Summer Place Dr Missouri City Texas I currently receive upgrade on my you let's go box outside the home that destroyed and damage the power throughout my house me and my family are currently homeless until repairs are done to my home we are currently out of food all food has been destroyed hundreds of it due to no power in the home as of today I talk to you regarding the problem . Fifth ward CRC sent three different guys out to assess the problem but no one as of yet has repaired the damage that has been caused by their current electrician Gary grant that came into my home a month and a half ago . Tuesday February 24th fifthward CRC sent omar to assess my home. I initially called fifthward CRC office Monday about the problem they sent out to inspect my home I missed him coming by because nobody told me he was coming. So he wasn't able to come out until Tuesday morning he assess the house included that I may have melting wires touching each other because the wire should have been updated when they install the new Electrical box. Before he left he notified me that Gary grant which was the person who originally installed the box would come back tomorrow which would be Wednesday the 25th a February to assess and repair the problem. Mr Gary grant came into my home and begin to start using me or my house of having faulty wiring he then said I'm going to Home Depot to repair the problem he stuck his charger in a wall socket in my living room his charger blew up and begin to smoke and it burnt out his tool he immediately got mad it said he never seen that happen before and begin the pace my home I call my father over to my home to be a witness to how Mr Gary was acting in my home then i turn my attention back to Mr. Gary grant he told his assistant to throw out the charger because it was smoking very badly he repeated several times I can't believe that happened. So my father shows up we begin to ask what was his diagnosis of the problem he tried to accuse us that my house faulty out of 5 years that I've owned this home you never had electrical issue he was just upgrade the current Electrical box to fit the new HVAC that was supposed to be installed later. He begins to get irate and upset because were asking him questions about the electric about how come he hasn't been back in over a month and a half to fix the problem. Mr Gary Grant replies I don't need this you're not happy with my work I can go back to the rodeo trails. Mr Gary grant repeated that statement several times he told his assistant lets go we are out of here find another electrician to fix your problem and stormed out my front door you left my attic open and he left his charger on my grass that he blew when he stuck it in the socket. So I immediately called omar which was the Electric inspector they came yesterday the 24th of February and I call the office of fifthward CRC to report the incident and to let them know no one repair the Electric throughout the house that was caused from improperly installing the electrical box he did not update the wiring for the new Electrical fuse box. I received a phone call from Kathy Payton president and CEO fifthward CRC C Kathy Payton tell me that Mr Gary grant accused us of having someone tamper with are fuse box as well as we replace the box no one other than Omar, Gary Grant and Derek are the only electrician that have tampered with the electrical fuse box to my home these electrician were sent by Kathy Payton. Derek was the third electrition that was sent out by fifth ward crc office. Derek properly assess my home he walk me through step by step what was the problem he show me

were the problem started and why the wiring in home was too small for the power Mr Grant was supposed to install the proper size wire for the electrical fuse box. So as of today we are still homeless and no place to go we have no power and no one from fifthward is taking the blame for the problem that have occurred from Mr Gary grant installing the electrical fuse box. Before Mr Gary grant and fifthward CRC had him install the new Electric fuse box I had no problems with my electric throughout my home. Mr Grant is trying to blame me and the appliances in my house for the electrical problem but we have never had electrical problems the whole entire time I have owned my home. I just needed a new heating and ventilation hvac I thought this program would help me but it's more of a problem and I just want to get back into my house we have no place to go. Please help us as soon as possible thank you very much for listening.

Keith and Leshawn Cooper

Jennifer Thomas Gomez

From: Chef Keith [REDACTED]
Sent: Saturday, June 9, 2018 5:12 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Please help us /HUD program ruin my home we are homeless with no power in the home.

----- Forwarded message -----

From: Chef Keith <[REDACTED]>

Date: Tue, Mar 3, 2015 at 1:42 PM

Subject: Please help us /HUD program ruin my home we are homeless with no power in the home.

To: takeittoakin@foxtv.com

We need your help as soon as possible to help us rectify this problem and get the repairs were there supposed to be done correctly to our home so we can get back into the house.

Hello we are the Cooper family about a year and a half ago our ac begin showing signs that It was going out we could not afford to repair or replace the ac unit.I was determined to find a program that would help replace or repair my AC I came across this program the HUD repair program for low income families that are homeowners so I went down to Missouri City office to fill out the applications to see if we qualify for the program they told me that I would be put on a list if I qualified.6 months later I received a phone call saying that I qualify for the program and fifthward CRC office was going to send out someone to assess all the problems that were going on in my home a young lady came to do the assessment she wrote down everything that may have been wrong or need to be fixed in my home.During the meantime I was still without air conditioning a year later around November or December I received a phone call from fifthward redevelopment program they informed me that they are going to start getting ready to do repairs on my home but first they would have to send out electrician to make sure the house currently has no problems and if so to fix them before they install the new air conditioning so about 2 months later I received a phone call from electrician that was sent from fifthward redevelopment program to assess the home for repair.he concluded that I needed to have my electrical fuse box upgraded to power the new air condition that was going to be installed after he properly fixed the electric.The electrician came back the following week sometime In the beginning of January 2015 he began to install the new electrical fuse box in my home as he was leaving he says your lights should be back on and walked out the side gate he never came back into the house to reassessed the new electrical fuse box before the electrician left my [house.no](#) more than 15 minutes after he had left my home I started having problems with the electric throughout my entire home I smelt burnt wires I like a plastic smell I heard a large surge in the wall and all of my lights throughout the house were flickering I immediately called electrician to come back to check out the problem and find out where is the smoke coming from he said he would return to my home and never showed up I called fifthward redevelopment CRC office to find out how they could send him back out to fix or find out what's the problem they called him he still didn't come back to my home and this is several hours later so I called fifthward redevelopment again to find out what's going on the CEO of fifthward she told me that he said he would return to my house around 1 o'clock pm you never showed up later that same day sometime around 930 -10 o'clock that evening he shows back up to my house after we are in our beds ready to go to sleep.he comes in walk through my house walks he begins to try to tell me that the flickering with my lights is supposed to happen because AC has not been installed yet that did not make any sense before they put this new upgraded box in my home I never had a Electric problem in my house.so he leaves out the front door goes to his car his assistant is outside the back door standing around waiting on him he calls him on the phone to tell him from the car let's go his assistantwalk out the front door and left as well they were in my home no more than 15

minutes they didn't repair anything, so over the next couple of months my electric has started to deteriorate and get worse throughout that those months I reported it to the fifthward redevelopment program office. I received no answer, no one responded, they do not send out anyone and I could not do anything about the problems in my home. On February 23rd I was at work and received a phone call from my wife around 3:30 am in the morning. She told me she smelled smoke in the house and that the electric in part of the house was off and some of it was very dim. The refrigerator was off, so I told her immediately to turn off the breaker box until I get home from work. Upon arriving to my home, I noticed that all the power was off, so I immediately went to the breaker box to turn the power back on. Once I was back inside my house, the electric was going haywire, lights were blowing out, appliances were blowing out, and I started to smell smoke. I really turned off the power, these electric lights were blowing out, appliances were blowing out, and I started to smell smoke, so I hurried up and turned off the breaker box. I called immediately the fifthward redevelopment program office to find out if they can send somebody to fix this problem immediately. They told me they had to go through a process, they sent three different electricians out to my house to assess the problem. Because of this electrical problem, my family has been currently homeless without power, food, water because of this situation that's been going on, we have been calling Fifthward redevelopment office about our situation, we have not seen any results, we have been living from place to place with friends and family, we have lost hundreds of dollars of food we had to dispose of because of not having power in our home for several days now. When it rains, it pours, now we have car problems, our cars down and I have no way to get to work, we have one car to get around and to top it all off, we are supposed to be getting ready to celebrate our 5th Anniversary this week, March 6, 2015, and we don't have a car, nor a house to live in. We really need everyone's help badly, we don't know what to do, we do not have the finances to take care of this from now on, and we really just want to get back to living in our home, so if anyone could help us out, we would truly appreciate it, we're trying to keep a level head and definitely pray about the situation. We just want things back the way they were, we don't want much, I would even endure the heat again if I can get back into my house. Thank you all for listening to our story, keep us in your prayers.

Jennifer Thomas Gomez

From: Chef Keith <[REDACTED]>
Sent: Saturday, June 9, 2018 5:01 PM
To: Jennifer Thomas Gomez
Subject: Fwd: The Electric has not been fixed as of yet

----- Forwarded message -----

From: Chef Keith <[REDACTED]>
Date: Tue, Mar 10, 2015 at 2:17 PM
Subject: The Electric has not been fixed as of yet
To: latoya.ricketts@missouricitytx.gov

As of today we are still out of power due to the negligence fifthward contractor since out . We have been currently out of our home for over two and a half weeks there has been no current repair to the Electric done to our house. What is the process when the company damages the home to the point where it's unsafe to live in the home and we have nowhere to go and lay my family head down? The problems that are going on in my house currently what caused by a contractor that fifthward sent out to my house he replaced my electrical fuse box in my house with Heywire. I'm not asking to fix anything new just repair the problems they caused. No one is taking responsibility for damaging our home. Why are nobody getting this through their head that we have no place to go right now. Everybody's continually put us and giving us excuses, what's the excuse for leaving us homeless for 3 weeks. Our house never had electrical problem until they came out in January 2015 and upgraded our fuse box. No one given us any answers on why we are out of our house this long. Please contact us immediately.

Keith, Leshawn Cooper
[REDACTED]

2054 Summer Place Dr
Missouri City Texas 77489

Jennifer Thomas Gomez

From: Chef Keith <[REDACTED]>
Sent: Saturday, June 9, 2018 5:04 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Keith Cooper No Show

----- Forwarded message -----

From: Chef Keith <[REDACTED]>
Date: Fri, Mar 13, 2015 at 12:14 PM
Subject: Keith Cooper No Show
To: LaToya Ricketts <latoya.ricketts@missouricitytx.gov>

Hello latoya this is Keith Cooper we talk Tuesday you informed me that if no one starts any repairs or schedule repairs to let you know by Friday 13th. Well as of today No one still as of yet started any repairs or been by my house to assess the damages. I need them to be in my house by this weekend starting the repair we need to get back to our life. Thank you for your time.

Keith Cooper

Jennifer Thomas Gomez

From: Chef Keith <[REDACTED]>
Sent: Saturday, June 9, 2018 5:06 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Keith cooper home electrical problems

----- Forwarded message -----

From: Chef Keith <[REDACTED]>
Date: Tue, Mar 17, 2015 at 10:39 AM
Subject: Keith cooper home electrical problems
To: LaToya Ricketts <latoya.ricketts@missouricitytx.gov>

Hello latoya this is keith Cooper as of today still haven't heard from anybody regarding starting the repairs to my house nobody has not showed up to my house to do anything this is week 4 I'm out of my house and we have nowhere to go right now. Is there any way to expedite this situation we really need to get back to being in our house. This whole situation is not our fault it was the contractor that fifthward sent out the first time in January that damage our home. Why haven't anyone put us up in a hotel by now we can't keep living from place to place its really not right that this company is getting away with this. If this was a Electric Company they would be liable and have to put us up in a hotel what's the difference with this company once again the situation was not our fault and we are being put out of our house and very much inconvenience for several weeks and nobody has any answers.

Keith and leshawn cooper

Jennifer Thomas Gomez

From: Chef Keith <[REDACTED]>
Sent: Saturday, June 9, 2018 5:08 PM
To: Jennifer Thomas Gomez
Subject: Fwd: Keith Cooper work hasn't begun as yet

----- Forwarded message -----

From: Chef Keith <[REDACTED]>
Date: Thu, Mar 19, 2015 at 12:36 PM
Subject: Keith Cooper work hasn't begun as yet
To: LaToya Ricketts <latoya.ricketts@missouricitytx.gov>

Hello Any word on the permits for the electrition to start the electrical repairs to my home? Did you find any housing program as of yet that we may be placed in until the work is finished? Thanks for your immediate response.

Keith and leshawn Cooper



**Agenda Item Cover Memo
July 23, 2018**

To: Community Development Advisory Committee
Agenda Items: 2.(d.) – CDBG Program Updates
Submitted by: Otis T. Spriggs, Director of Development Services

SYNOPSIS

This item provides an update to the HUD on-site monitoring of Community Development Block Grant Program (CDBG) Grant Number: B-15-MC48-0040 Program Year 2015.

BACKGROUND

From Tuesday, March 20 through Friday, March 23, 2018, the U.S. Department of Housing & Urban Development Houston Field Office conducted an onsite monitoring of the City of Missouri City's CDBG program, in order to assess the organization's performance and compliance with applicable Federal program regulations and requirements. Program performance was assessed through a review of operations, file documentation and interviews and onsite inspections.

The HUD monitoring letter and report were provided to the CDAC for consideration at its May 31, 2018 meeting. At the time, the report indicated 6 Findings and 2 Concerns. The City reviewed HUD's determinations and conclusions and provided a response to HUD. HUD responded back to the City in a conclusion letter received on July 6, 2018. The City provided to HUD a satisfactory response and all Findings have now been closed.

SUPPORTING MATERIALS

1. Conclusion letter from HUD

STAFF'S RECOMMENDATION

N/A – No action required.



U.S. Department of Housing and Urban Development
Houston Field Office, Region VI
Office of Community Planning & Development
1301 Fannin, Suite 2200
Houston, Texas 77002
(713) 718-3199 - FAX (713) 718-3247
www.hud.gov

JUL 6 2018

Mr. Anthony Snipes
City Manager
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

Dear Mr. Snipes:

SUBJECT: Response to Open Monitoring Findings
Community Development Block Grant Program (CDBG)

This is to acknowledge receipt of your letter received on June 15, 2018, reporting the corrective actions in response to six Findings, which stems from the CDBG on-site monitoring visit conducted during the period of March 20-23, 2018. I am pleased to acknowledge that all Findings are now closed.

Thank you for the time taken to address these program deficiencies. If you have any questions or if we can be of further assistance, please contact Ms. Darlene Swearington, Senior CPD Representative, at (713) 718-3121. HUD appreciates its partnership with the City of Missouri City, Texas.

Sincerely,

A handwritten signature in black ink, appearing to be "Stacia L. Johnson", written over a large, stylized circular flourish.

Stacia L. Johnson, Director
Community Planning and Development

Enclosure

Finding Number M18001: Inspection of records did not validate the performance data for the code enforcement activity.

HUD Response: Due to multiple violations within one notice, the actual number of violations was verified as 1,096. The IDIS accomplishment narrative now reflects this number as the violations cited during the program year. Therefore, this finding is now closed.

Finding Number M8002: It could not be determined if the City vetted the Housing Rehabilitation contractor for suspension or disbarment prior to doing business with the City.

HUD Response: The City provided verification (Exhibit MC-3) that the contractor, Habitat for Humanity of Ft. Bend County was not excluded from doing business with the City. his Finding is closed.

Finding M18003: Missouri City had outdated and incomplete Financial/Accounting Policies and Procedures.

HUD Response: The City submitted updated Policies and Procedures related to the CDBG program. These updates incorporate 2 CFR 200 and were added to the existing Policies and Procedures. This Finding is now closed.

Finding M18004: Accounting records were missing required identifiers

HUD Response: The City provided an account number legend aligned with the financial system for CDBG. The legend will improve CDBG expenses for tracking purposes. This Finding is closed.

Finding M18005: Procurement Policies and Procedures excluded 2 CFR 200.318-326.

HUD Response: The City provided updated Procurement Policies which specifically addresses the award of Federal contracts. The updates will be incorporated within the CDBG program standards and become administrative CDBG policy.

Finding M18006: Change Order #001 omitted the contractor's signature

HUD Response: A fully executed Change Order has been provided. All elements were contained within the update. This Finding is now closed.



**Agenda Item Cover Memo
July 23, 2018**

To: Community Development Advisory Committee
Agenda Item: 2.(e.). Public Comment
Submitted by: Otis T. Spriggs, Director of Development Services

SYNOPSIS

This item allows the opportunity for the public to address the CDAC on items or concerns not on the agenda--those wishing to speak must request permission from the Chair prior to the beginning of the meeting, and observe a three-minute time limit.

BACKGROUND

Per the Citizen Participation Plan, the City of Missouri City is committed to involving all residents in the development of its programs, especially those utilizing federal or state funds. During the first funding year of the Community Development Block Grant (CDBG) Program, the City of Missouri City established a Community Development Advisory Committee, with members appointed by the Mayor for the purpose of providing direction to the distribution of the CDBG funds. The CDAC is generally comprised of at least 2 City Councilmembers, 2 former City Councilmembers, and 4 City residents each representing a different quadrant of the City. Pertinent City staff members and the contract CDBG management consultant serve as non-voting members of the committee to provide information regarding CDBG and City regulations. Notices for all CDAC meetings are posted at least 72 hours in advance and meetings, held on weekday evenings, are open to the public.

FISCAL ANALYSIS

All funding is provided from the U.S. Department of Housing and Urban Development. No Fiscal Impact to the City.

SUPPORTING MATERIALS

None

STAFF'S RECOMMENDATION

None