

**YOLANDA FORD**  
Mayor

**VASHAUNDR A EDWARDS**  
Councilmember at Large Position No. 1

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



**CHERYL STERLING**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, July 20, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2<sup>nd</sup> Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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### NOTICE REGARDING PUBLIC PARTICIPATION

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

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

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

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

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

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

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

**5. STAFF REPORTS**

- (a) Update regarding the City of Missouri City master drainage plan.

**6. CONSENT AGENDA**

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

- (a) Consider approving the minutes of the special and regular City Council meetings of July 6, 2020, and the special City Council meeting of July 13, 2020.
- (b) Consider an ordinance amending the personnel policy of the City of Missouri City by establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees; requiring notification to the human resources department for certain employee absences; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance amending Chapter 62, Municipal Court, of the Missouri City Code; deleting provisions regarding certain municipal court fees; and consider the ordinance on the second and final reading.
- (d) Consider a request by the Fort Bend County Tax Assessor-Collector to record the City's receipt of the 10/20-year write-offs for personal and real property taxes.

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

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

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

**9. AUTHORIZATIONS**

- (a) Consider authorizing the execution of a lease agreement for a copier.
- (b) Consider authorizing the renewal of a software contract for Microsoft products.
- (c) Consider authorizing the execution of a contract for a monitored cybersecurity solution.
- (d) Consider authorizing the Mayor to sign a letter of approval for Angel EMS Inc. to operate a non-emergency ambulance service in the City of Missouri City.
- (e) Consider authorizing the execution of a contract for the cleaning, decontamination, and repair of firefighter bunker gear.

**10. ORDINANCES**

- (a) Consider an ordinance amending Chapter 16, Naming of City Property and City Programs; of the Missouri City Code; reducing the signature threshold to change existing street names; providing a penalty; and consider the ordinance on the first of two readings.

- (b) Consider an ordinance amending Chapter 62, Municipal Court, of the Missouri City Code; eliminating certain panels of the municipal court; providing duties for the presiding judge; providing a penalty; and consider the ordinance on the first of two readings.

11. **RESOLUTIONS** – *There are no Resolutions on this agenda.*

12. **CITY COUNCIL ANNOUNCEMENTS**

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

13. **CLOSED EXECUTIVE SESSION**

*The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.*

14. **RECONVENE**

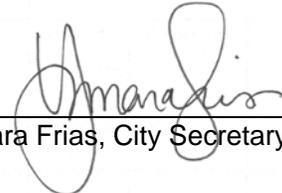
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

15. **ADJOURN**

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

**CERTIFICATION**

I certify that a copy of the July 20, 2020, agenda of items to be considered by City Council was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on July 16, 2020, at 4:00 p.m.



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Yomara Frias, City Secretary Department



**Council Agenda Item  
July 20, 2020**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

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

**4. PUBLIC COMMENTS**

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

**5. STAFF REPORTS**

- (a) Update regarding the City of Missouri City master drainage plan.
-

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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, July 6, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following.

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

### 1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:30 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Director of Communications Walker, Director of Public Works Kumar, Director of Human Resources and Organizational Development Russell, Director of Economic Development Esch, Assistant Director of Public Works Brouhard, and Assistant City Attorney Santangelo.

### 2. DISCUSSION/POSSIBLE ACTION

- (a) Discuss the enforcement of certain laws on private streets and the operational cost of accepting certain private streets.

Assistant City Attorney Santangelo revisited the determination criteria regarding whether a street in the City was public or private and recapped what City services could be performed on private streets. Santangelo also reviewed the analysis as it related to the Meadowcreek subdivision, Section 4, and provided recommendations. If Council decided to convert the private streets in Meadowcreek and maintain them, Santangelo recommend creating a resolution to do so. Director of Public Works Kumar spoke about the evaluation on street infrastructure, technical mandates and cost consideration on the private streets in Meadowcreek subdivision, Section 4.

**Jim Fonteneaux, Sr.**, was provided with 15 minutes to speak as Delbert Simperts, Willie Jones, Dawn Bailey, and Trina Powers yielded their public comments time to him. Fonteneaux addressed concerns regarding the public/private streets in the Meadowcreek subdivision. He asked about the municipal authority use of the streets; and, he asked for the City to look into what their responsibility was towards the subdivision. Fonteneaux also yielded his minutes to Mr. Simperts.

**Delbert Simperts**, 2614 Creekway Circle, addressed concerns regarding the public/private streets in the Meadowcreek subdivision. He was concerned what Police were allowed to do on public streets.

Mayor Ford asked that if repairs and damages have been looked into and what were the costs of those. Interim City Manager Atkinson stated it was the first time staff heard about such damages during

construction. Director Kumar spoke about complaints received in June 2018 about trucking companies trespassing into private streets. He noted staff installed directional signs and directed the contractor not to use private streets.

Mayor Ford asked if the City was allowed to put an ordinance in place to manage what could and could not occur on private streets. Santangelo asked if it would be a maintenance ordinance. Ford would like to make the streets safe and officers could cite violations. Santangelo stated there were laws police could enforce on private streets. City Attorney Iyamu added that an ordinance stated certain rules should be enforced and place charges against violators.

Mr. Fonteneaux, Sr. asked if the City had made a determination if they were going to repair on Ashmont and who would make the decision. City Attorney Iyamu stated they would have to look into whether claims were made at that time and if the claims were forwarded on. Atkinson stated staff made attempts by placing signs but would look into this to see what could be done.

Councilmember Emery asked if in the past they had made repairs to private streets due to damage caused by construction. Director Kumar stated the City had not made any repairs regarding Ashmont as no requests were made. Kumar noted the City installed signs but staff did not receive requests to repair damages during or after construction. Atkinson asked if there were any situations, other than Ashmont, that may have had subsequent damage by a project from the City. Kumar stated he was not aware of any but they would look into it. Assistant Director of Public Works Brouhard stated he did not know of any private street damage but noted that when one of their contractors does damage to private property, they have them repair it.

Councilmember Boney asked about the restrictions governing and maintenance of private property. Santangelo stated the document noted that the Meadowcreek HOA had full control and discretion towards improvement and maintenance. Boney asked if it was possible to establish a Public Improvement District (PID) for the Meadowcreek patio homeowners and they could pay improvement items over time. Iyamu stated if the majority of property owners in the area elect to put a PID on the property it may be possible but they would have to look into this.

Mr. Simperts noted the parking area was the responsibility of the HOA and not the private streets. Councilmember Maroulis asked if they had an answer about if use constitutes acceptance. Iyamu stated they would have to look into what happened when Ashmont was created and determine if what occurred was sufficient to become use for the purposes of acceptance. She noted that if Council desired the City could file a petition for a determination or judgement by the court to determine whether the street was public or private. Mr. Fonteneaux, Sr., asked that Council get a copy of the Quail Valley patio home plat as they have identical provisions.

Councilmember Emery asked that Police Chief Berezin address the safety issues and if we have jurisdiction from police that enter for violations. If not, could the City create an ordinance that addresses police concerns in Meadowcreek. Police Chief Berezin stated they enforce every law with the exception of several transportation code violations. Berezin noted the City Council could enact an ordinance that would give police authority to enforce traffic violations in the private streets. If the ordinance were established in the Meadowcreek subdivision, they would have to establish it for all the private streets in the City.

Mr. Fonteneaux, Sr., noted there was a lien provision attached to the residents for the maintenance of the streets. Councilmember Boney asked that staff look into the PIDs and bring back their findings to City Council. Mayor Ford asked that staff provide responses to all inquiries received. Mr. Fonteneaux, Sr., asked if they could bring in a real estate attorney. Iyamu stated if they would like a specific determination on whether the street was public or private, it would be beneficial to have a court make that determination and be able to move forward. If not, they could enforce rules of the road or the City deciding to take it over. Simperts asked who would represent section 4. Iyamu stated the HOA or an expert in place.

Mayor Ford asked how they would move forward if a City contractor caused damages. Iyamu stated the operations team would research the damages and they could still move forward as the items could be looked at simultaneously. Director Kumar clarified they had concerns from residents for the use of construction trucks and signs were placed; however, the HOA failed to provide them with a document or petition for repairs and noted the street was about 50 years old and was reaching the useful life based on the index. Mayor Ford asked that staff provide responses to all inquiries received and they would circle back on if they would submit a petition to the court.

At 7:17 p.m., without objection, City Council recessed the special City Council meeting.

At 8:55 p.m., City Council reconvened the special City Council meeting. Mayor Ford conducted another roll call.

- (b) Discuss a proposed ordinance establishing a single municipal court panel and duties for the presiding judge.

City Attorney Iyamu presented draft language for ordinance establishing a single municipal court panel and duties for the presiding judge.

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

City Attorney Iyamu presented an overview of the charter review commission process and a timeline.

- (d) Consider and discuss the use of City resources by councilmembers.

City Attorney Iyamu noted the item was added to the agenda as two or more Councilmembers had questions about the ideas or how the City does business. Councilmember Boney stated he had requested clarity on the use of city resources such as the city letterhead and/or the Communications Department for events. He would also like either an ordinance or a protocol to be established for the use of these City resources. Iyamu stated City resources might be utilized for city business. She noted Council as a whole would make the determination on how to utilize city resources; and, noted her office was preparing a draft ordinance to include parameters and it would be presented within the next 30 days. Councilmember Boney clarified that there was no protocol in place at this time and that any councilmember could utilize city resources in the same manner. Iyamu clarified that the recommendation was to use City resources for a public purpose and that purpose was generally determined by a vote from Council. She noted members could do individual letters but it would depend on the capacity if it were official or not. Mayor Ford stated City resources should be used for City business.

Councilmember Emery asked if communication goes out on City business, should all Councilmembers sign off or be made aware of the use of resources. Iyamu asked for further clarification. Emery stated he was speaking in regards to if a Councilmember wants to utilize City letterhead to convey a city position. Iyamu recommended that if the goal were to convey a city position, then the City Council would need to vote on the matter. Emery asked if the guidelines would be spelled out. Iyamu stated they could add language to the ordinance. She noted they had a resolution in place that discussed city resources in relation to an election.

Mayor Ford asked what the issue was. Councilmember Boney stated what prompted his curiosity was a letter sent out by Mayor Ford on city letterhead addressing a situation involving a former employee running for an elected position as if it were the position of the City. Mayor Ford clarified there was no position taken; the letter verified the former employee's court order. Boney asked if the former employee was terminated and if they admitted guilt at any time. He asked what they could and could not share with the public on city resources as an official position and if all Councilmembers have that exact equal authority. Ford stated the letter clarified and spoke about the court order and that was the only position placed on the letter. Iyamu

stated if they would want a recommendation in public they would need to take a vote and if not she recommended going into closed executive session. Councilmember Sterling requested clarification on the agenda item and the motion. Mayor Pro Tem Preston asked what would be discussed. City Attorney Iyamu noted she would make a legal recommendation on the item in public, and the vote would be on whether Council would like to receive that recommendation in public or in private. Preston asked Iyamu for her legal recommendation. Iyamu recommended receiving legal advice in private.

Councilmember Boney moved to receive legal advice in an open meeting about the use of city resources. Councilmember Maroulis seconded. **MOTION FAILED.**

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

Councilmember Maroulis asked if they had an event on the weekend and employees were working, were they paid overtime and if so, where does that come from the budget. Interim City Manager Atkinson stated all departments work to adjust schedules and other times employees would be paid overtime. He stated overtime would be authorized through their supervisor. Councilmember Boney asked for clarity on if he could send information out from an employee file. City Attorney Iyamu that would be discussed in closed session.

Councilmember Maroulis moved to receive legal advice in closed executive session. Councilmember Emery seconded. **MOTION PASSED.**

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

Councilmember Emery asked if City Attorney Iyamu would have enough time to prepare for the issue. City Attorney Iyamu stated she would.

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

At 9:23 p.m., City Council moved into closed executive session to receive legal advice from the City Attorney and pursuant to Sections 551.074 and 551.087 of the Texas Government Code.

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

**Texas Government Code, Section 551.087** – Deliberations regarding commercial or financial information that the governmental body received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations: retail shopping center.

### **4. RECONVENE**

At 12:19 a.m., City Council reconvened into open session.

Councilmember Maroulis stepped away from the dais at 12:20 a.m.

Councilmember Edwards stated they had a plethora of well-qualified candidates, and in her opinion, they saved the City a lot of money by taking the time to interview and go through their applications, and weeding those out who do not qualify.

Councilmember Boney stated the process of the City Manager search performed was completely flawed. Boney also stated he was unaware Council would be conducting the final interviews for the City Manager position this evening and said one of the Council's top two candidates had decided to remove their name from the process. He said this was concerning for him and he was completely against it.

Edwards noted Council had made a motion to move forward to interview the last two candidates and that Boney had time to prepare. Boney stated a motion was made but he was not made aware as he had been made aware previous times.

Councilmember Emery stated the process of finding candidates to save money would actually cost more money and was a disservice to the citizens of the City. Boney asked Director Russell how much was spend on the process of using Baker Tilly. Director Russell said he believed it was less than \$2,000, but would get the number to City Council.

Councilmember Emery asked if they did a contract with Jones that they do it with a four-month probation period and include no severance until a year of service was been provided to the City. Mayor Ford noted Jones was a licensed City Manager and there would be a difference in the contract. Ford stated when she picked her top five, she was specifically looking for licensed candidates for the very reason of them coming in with experience and understanding the city manager role.

Councilmember Edwards moved to appoint Odis Jones as the City Manager. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Mayor Ford stated she would contact Jones to determine if he was interested in moving forward with the City and then they could move forward with a contract.

**3. ADJOURN**

The special City Council meeting adjourned at 12:30 a.m.

Minutes PASSED AND APPROVED this the 20<sup>th</sup> day of July 2020.

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Maria Jackson, City Secretary

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Mayor

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## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, July 6, 2020**, at the City Hall, Council Chamber, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

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

### 1. **ROLL CALL**

Mayor Ford called the meeting to order at 7:21 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, and City Secretary Jackson.

2. The **PLEDGE OF ALLEGIANCE** was led by Police Chief Berezin.

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

Mayor Ford administered the oath of office to certain members of the City of Missouri City's boards, committees, and commissions; and, proclaimed the month of July as "Parks and Recreation Month" in the City of Missouri City, Texas. Councilmember Emery proclaimed July 6, 2020, as "Missouri City Police Department Appreciation Day" in Missouri City, Texas.

There were no **PUBLIC COMMENTS**.

### 5. **STAFF REPORTS**

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

Police Chief Berezin presented the Police Department's Annual Report. Mayor Pro Tem Preston thanked the men and women of the Police Department; he asked that for minor infractions, residents be educated and be provided with levels of warning; and, he asked it were possible to work with the Communications Department to let citizens know that raw data was available for them in a newsletter. Berezin stated they had the open data initiatives on the website but would collaborate with the Communications Department. Berezin noted Code Enforcement Officers do provide warnings and placards before citations were issued.

### 6. **CONSENT AGENDA**

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

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

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

Nays: None

There were no **Zoning Public Hearings and Ordinances, Public Hearings and related actions or Appointments** on this agenda.

## 9. AUTHORIZATIONS

- (a) Consider authorizing the execution of a professional services contract for the design of the Parks Department maintenance facility.

Director of Public Works Kumar provided an overview and requested that City Council consider awarding the contract to Ziegler Cooper. He stated the plan was to demolish and built a new Parks Department maintenance facility.

Councilmember Maroulis moved to authorize the execution of a professional services contract for the design of the Parks Department maintenance facility. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

- (b) Consider authorizing the negotiation and execution of a contract for the remodeling of Fire Station No. 3 and No. 4.

Chief Campbell presented an overview on the remodeling of Fire Station No. 3 and No. 4. Councilmember Emery asked if the stations would be taken out of service during the remodeling. Campbell stated they would not be out of service. Mayor Ford asked that the funding sources for the renovations be identified. Campbell stated there were three general bonds and one general fund that would renovate the stations.

Councilmember Emery moved to authorize the negotiation and execution of a contract for the remodeling of Fire Station No. 3 and No. 4. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

- (c) Consider authorizing a change order for vehicle equipment.

Fleet Superintendent Tubbs stated the increase for the purchase order was to accommodate additional vehicles that were not planned on from the Fiscal Year 2020 budget. These vehicles were involved in accidents and were total losses and which was why additional funds were needed.

Councilmember Boney moved to authorize a change order for vehicle equipment. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

- (d) Consider authorizing a change order for sidewalk construction and repair.

Assistant Director of Public Works Brouhard stated the current contract had a cap but because they have actively worked to complete the sidewalk repairs project, they have reached the contract threshold. He stated they were requesting a 25-percent increase allowed through the procurement policy. Councilmember Emery asked where the additional funds were coming from. Brouhard stated they have funds dedicated to them though the bond program and METRO funds for the continuation of the work.

Councilmember Maroulis moved to authorize a change order for sidewalk construction and repair. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

- (e) Consider withdrawing authorization for the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 12646 Grove Park Drive and 12622 Grove Park Drive.

Councilmember Boney moved to authorize the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 12646 Grove Park Drive and 12622 Grove Park Drive. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

- (f) Consider authorizing the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 4402 Ringrose Drive.

Councilmember Maroulis moved to authorize the city attorney, or her designee, to initiate civil proceedings for the enforcement of city ordinances at 4402 Ringrose Drive. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

## 10. ORDINANCES

- (a) Consider an ordinance amending the personnel policy of the City of Missouri City by establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees, and requiring notification to the human resources department for certain employee absences; and consider the ordinance on the first of two readings.

Mayor Pro Tem Preston moved to adopt the ordinance. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

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

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

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

## 11. RESOLUTIONS

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

Assistant City Attorney Santangelo presented an overview on the resolution and noted the Texas Constitution prohibits a City from lending credit or granting something of value in aid of a private individual and/or corporation unless there was a public purpose.

Mayor Ford asked if it was something that was recently put in place. Santangelo stated they had done similar resolutions in the past for charitable events and/or instances. He noted it was not a requirement but it would help close the loop if there was a public purpose for an event. Santangelo stated it was not a requirement but the want to make sure they had a document declaring a public purpose for the event.

Councilmember Emery asked if the public purpose was identified, should it be shown as a collective action by City Council or could an individual on Council do it. Santangelo stated the item was to demonstrate a public purpose and it would take a Council vote to declare it.

Councilmember Maroulis asked if the language of the resolution was similar to other cities. Santangelo stated that as a home rule municipality, Missouri City was able to declare and authorize events as such. Interim City Manager Atkinson noted that the Mayor, as the Director of Emergency Management, does have some powers beyond the declaration of a disaster by the governor. City Attorney Iyamu confirmed, but noted that this item was separate and apart from the authority granted to the Mayor as the Emergency Management Director.

Councilmember Edwards asked what prompted the resolution to be on the agenda. City Attorney Iyamu it was requested at the first COVID-19 meeting. Iyamu noted the item was specifically related to the utilization of public resources for private benefit. Mayor Ford asked if items had been donated what were the resources. Iyamu stated that once the City takes possession of an item it becomes City property.

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

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

Nays: None

## **12. CITY COUNCIL ANNOUNCEMENTS**

Mayor Pro Tem Preston thanked staff for their work and dedication to the citizens amid the pandemic; reminded residents to mask up; and, congratulated the board members who took their oath.

Councilmember Edwards reminded residents to continue to social distance and wear a mask in public; she added she wanted everyone to have their mental health in check and utilize City parks; and, she invited everyone to the park clean up event on July 11.

Councilmember Sterling stated she was working with HGAC to establish a virtual career fair and she asked that everyone mask up.

Councilmember Boney expressed his condolences for the late Mayor Leonard Scarcella; he thanked the Texas Legislative Black Caucus for allowing him to moderate a panel discussion related to issues affecting African Americans; and, he encouraged everyone to vote.

Councilmember Emery expressed his appreciation and support for the Police Department; and he asked everyone to be mindful by practicing social distancing and wearing masks.

Mayor Ford sent condolences to the family and City of Stafford for the passing of Mayor Scarcella; and, she thanked volunteers, staff, and sponsors who assisted at the PPE drive.

## **13. ADJOURN**

The regular City Council meeting adjourned at 8:54 p.m.

Minutes PASSED AND APPROVED this the 20<sup>th</sup> day of July 2020.

---

Maria Jackson, City Secretary

**YOLANDA FORD**  
Mayor

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

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



**CHERYL STERLING**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL SPECIAL MEETING MINUTES**

The City Council of the City of Missouri City, Texas, met in special session on **Monday, July 13, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

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

### **1. CALL TO ORDER**

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

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Director of Communications Walker, Director of Human Resources and Organizational Development Russell, and Director of Financial Services Portis.

Mayor Ford stated the time was 6:01 p.m. and City Council would proceed into closed executive session.

Councilmember Maroulis moved to tag the closed executive session items so that he could have additional time to review the packet material, as the information was provided to City Council on this day.

Mayor Ford requested a vote to tag the agenda item. Councilmember Maroulis stated a vote was not needed for a tagged item. City Attorney Iyamu stated a vote was not required unless the tag would make the item being considered moot, as determined by the city manager or his designee. If this were the case, then City Council would need to vote on the tagged item. Mayor Ford asked if a vote was needed. City Attorney Iyamu stated in this situation no.

Councilmember Edwards stated she, too, had a full time job and had time to look over the documents provided to them. Councilmember Emery stated he received the material when everybody else did and agreed more time was needed to review the material. Mayor Ford stated the City was utilizing the standard contract that was used for previous city managers; however, what was removed was the language put in former City Manager's Snipes' contract due to his inexperience as a city manager prior to Missouri City hiring him.

Agenda item 2 was not addressed, at this time.

### **2. CLOSED EXECUTIVE SESSION**

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

**3. ADJOURN**

The special City Council meeting adjourned at 6:05 p.m.

Minutes PASSED AND APPROVED this the 20<sup>th</sup> day of July 2020.

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(b) Consider an ordinance establishing a notification process for employment claims against City Council's appointed officials, establishing a time limit for reporting potential paycheck errors for city employees, and amending the City's leave policy.  
**Submitted by:** James Santangelo, Assistant City Attorney

### SYNOPSIS

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

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team

### BACKGROUND

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

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

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

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

**BUDGET ANALYSIS**

N/A

**Purchasing Review:** N/A

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

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

**SUPPORTING MATERIALS**

1. Ordinance
2. Changes marked

**STAFF'S RECOMMENDATION**

Approve the ordinance.

**Director Approval:**

**E. Joyce Iyamu, City Attorney**

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

**Bill Atkinson, Interim City Manager**

**ORDINANCE NO. O-20-\_\_**

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

\* \* \* \* \*

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

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

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

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

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

WHEREAS, such action furthers Strategic Plan 2019 Goal No. 4 by developing a high performance city team; now therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. *Policy amendment, Chapter 4.* Ordinance No. O-17-24, adopted on July 17, 2017, as amended, is hereby amended by adding a new subsection 4.3.3 of Section 4.3 of Chapter 4 of Exhibit “A” to provide as follows:

**“Missouri City Personnel Policy**

. . . .

**CHAPTER 4: DISCRIMINATION AND HARASSMENT**

. . . .

**4.3 Procedure**

. . . .

*4.3.3 Notice to City Council of Report Regarding Appointed Officials*

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

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

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

**“Missouri City Personnel Policy**

. . . .

**CHAPTER 5: COMPENSATION AND BENEFITS**

. . . .

**5.2 Errors on Paychecks**

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

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

**“Missouri City Personnel Policy**

. . . .

**CHAPTER 8: FAMILY MEDICAL LEAVE ACT**

. . . .

**8.4 Requests for Leave**

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

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

**“Missouri City Personnel Policy**

. . . .

## CHAPTER 13: GRIEVANCES

### 13.1 Grievance Report

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

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

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

The grievance report should include the following information:

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

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

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

Section 8. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part

or provision hereof, other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 6<sup>th</sup> day of July, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Missouri City Personnel Policy

. . . .

### CHAPTER 4: DISCRIMINATION AND HARASSMENT

. . . .

#### 4.3 Procedure

##### *4.3.1 Responsibility of Employees*

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

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

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

##### *4.3.2 Investigation*

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

#### 4.3.3 Notice to City Council of Report Regarding Appointed Officials

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

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

. . . .

## **CHAPTER 5: COMPENSATION AND BENEFITS**

. . . .

### 5.2 Errors on Paychecks

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

encourages employees to do so.

. . . .

## CHAPTER 8: FAMILY MEDICAL LEAVE ACT

. . . .

### 8.4 Requests for Leave

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

. . . .

## CHAPTER 13: GRIEVANCES

### 13.1 Grievance Report

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

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

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

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

The grievance report should include the following information:

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

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

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

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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

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

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



# CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(c) Consider an ordinance deleting provisions relating to certain municipal court fees  
**Submitted by:** James Santangelo, Assistant City Attorney

## SYNOPSIS

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

## STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City government.

## BACKGROUND

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

## BUDGET ANALYSIS

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

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

## SUPPORTING MATERIALS

1. Ordinance
2. Changes marked document

## STAFF'S RECOMMENDATION

Staff recommends adopting the ordinance.

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

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

ORDINANCE NO. O-20-\_\_

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

\* \* \* \* \*

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

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

WHEREAS, such provisions have removed the need to maintain Sections 62-13, 62-14, and 62-15 of the Missouri City Code, providing for the assessment of fees to be paid into such funds; now therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Missouri City Code is hereby amended by deleting Sections 62-13, 62-14, and 62-15 thereof.

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

Section 4. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 6<sup>th</sup> day of July, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Chapter 62 - MUNICIPAL COURT

### **Sec. 62-1. - Division of court.**

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

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

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

### **Sec. 62-3. - Jurisdiction.**

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

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

There are hereby created three offices of judge.

### **Sec. 62-5. - Municipal court.**

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

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

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

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

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

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

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

**Sec. 62-6. - Division established.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council

**Agenda Item:** 6(d) Approve the 10/20 Year Write Off of Property Taxes in the amount of \$8,479.69.

**Submitted by:** Allena J Portis, Director of Financial Services

### SYNOPSIS

Approval of this item will ensure compliance with Section 33.05 of the Property Tax Code, which places a limitation on collection of taxes that are not pending litigation.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

### BACKGROUND

On July 9, 2020, the City received communication from Fort Bend County Tax Assessor/Collector, requesting City Council approval for the 10/20 year write-off of property taxes per Texas Property Tax Code Section 33.05 "Limitation on Collection of Taxes".

This codes states:

"...If there is no pending litigation concerning the delinquent tax at the time of the cancellation and removal, the collector for a taxing unit shall cancel and remove from the delinquent tax roll:

- (1) a tax on real property that has been delinquent for more than 20 years;
- (2) a tax on personal property that has been delinquent for more than 10 years..."

The total amount to be written off is \$8,479.69 and includes the following tax years:

Year	# of Accounts	Levy Write-Off
2007	1	\$ 85.12
2008	3	\$ 240.61
2009	79	\$8,153.96
<b>Total</b>	<b>83</b>	<b>\$8,479.69</b>

Additional detail regarding the accounts to be written off are included in Attachment 1.

### BUDGET/FISCAL ANALYSIS

For illustration purposes only, the breakdown of deferred revenues being written off is as follows:

Tax Year	Tax Rates		Total	Levy	Allocation	
	I&S	M&O	Tax Rate		Debt Service	General Fund
2007	0.15608	0.34318	0.49926	\$ 85.12	\$ 26.61	\$ 58.51
2008	0.16375	0.35349	0.51724	\$ 240.61	\$ 76.17	\$ 164.44
2009	0.18154	0.34686	0.52840	\$ 8,153.96	\$ 2,801.42	\$ 5,352.54
Total				\$ 8,479.69	\$ 2,904.20	\$ 5,575.49

At the end of every fiscal year, delinquent property tax accounts are recorded as deferred revenues. Once the write-off is approved, a reduction in deferred revenue will be recorded. This will not impact current year revenues.

**Purchasing Review:** N/A

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

**SUPPORTING MATERIALS**

1. Fort Bend County Tax Assessor Collector Letter with Levy Write-Off Summary

**STAFF'S RECOMMENDATION**

Staff recommends approval of the write-off of \$8,479.69 as required by Section 33.05 of the Property Tax Code.

**Director Approval:** Allena J. Portis, Director of Financial Services

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



## COUNTY TAX ASSESSOR-COLLECTOR

Fort Bend County, Texas

Carrie Surratt, PCC, CTOP  
County Tax Assessor-Collector

(281) 341-3710  
Fax (832) 471-1830  
[www.fortbendcountytexas.gov](http://www.fortbendcountytexas.gov)

June 18, 2020

City of Missouri City  
Attn: Mayor Yolanda Ford  
1522 Texas Parkway  
Missouri City Texas 77489-2170

RE: 10/20 Year Write Off of Property Taxes

Dear Mayor Ford:

Attached is a summary of the 10/20 year write off of property taxes per Texas Property Tax Code Section 33.05 "Limitation on Collection of Taxes". Please submit and record signed letter along with a copy of the supporting minutes for our records.

If further assistance is needed, please contact me at (281) 341-3723.

Sincerely,

Carrie Surratt, PCC, CTOP

Enclosures

Acknowledged:

Name of Jurisdiction: **City of Missouri City**

---

Jurisdiction Signature

---

Date

**FORT BEND COUNTY**  
**10/20 YEARS ACCOUNTS**  
**LEVY WRITE-OFF BY TAXUNIT SUMMARY**  
**POST - PROCESS**  
**ANNUAL 10/20 WRITE OFF 06132020**

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Run-Date: 06/13/2020

Run-Time: 09:46:33

For Effective Change Date: 06/13/2020

Juris 61

CITY OF MISSOURI CITY

Year	Account	Owner Name	Levy	Levy Paid	Remaining Levy
2007	9965002070121907	APACHE WASTE LP	\$85.12	\$0.00	\$85.12
2008	2069766	SAUL E HERNANDEZ	\$140.16	\$0.00	\$140.16
2008	9960192030404907	SANTOS FOSTER R REALTOR	\$12.26	\$0.00	\$12.26
2008	9965002070121907	APACHE WASTE LP	\$88.19	\$0.00	\$88.19
2009	0497358	J & B PAINTING & DECORATING INC	\$7.96	\$0.00	\$7.96
2009	0976707	JOSE SAMUEL CISNEROS	\$16.06	\$0.00	\$16.06
2009	0979728	CESAR MEDINA	\$21.62	\$0.00	\$21.62
2009	0979906	ALFRED J WINTERS	\$3.20	\$0.00	\$3.20
2009	0993916	CTREES & MORE INC	\$7.91	\$0.00	\$7.91
2009	1052936	OWEN W ANDERSON	\$38.78	\$0.00	\$38.78
2009	1053559	DERRICK L HENDERSON	\$25.34	\$0.00	\$25.34
2009	2069766	SAUL E HERNANDEZ	\$110.53	\$0.00	\$110.53
2009	9960012050027907	AXIS APPRAISAL OF TEXAS LLC	\$84.54	\$59.01	\$25.53
2009	9960012060024907	AGAPE LEARNING CENTER	\$35.40	\$0.00	\$35.40
2009	9960012070014907	AM ELITE ACADEMY	\$147.95	\$0.00	\$147.95
2009	9960012070089907	ANIE'S LIQUOR	\$475.56	\$0.00	\$475.56
2009	9960022070008907	BROOKE INSURANCE SERVICES	\$145.31	\$0.00	\$145.31
2009	9960030864422907	SHEPHERD & SHEEP CHRISTIAN BOC	\$688.40	\$0.00	\$688.40
2009	9960032030037907	COLONY LAKES MONTESSORI SCHO	\$19.18	\$0.00	\$19.18
2009	9960032090061907	CENTRAL COAST BUILDERS & CLEA	\$11.63	\$0.00	\$11.63
2009	9960032090112907	CITYWIDE INSURANCE GROUP	\$5.81	\$0.00	\$5.81
2009	9960042090026907	DONI AMERICAN INTERNATIONAL	\$8.72	\$0.00	\$8.72
2009	9960042090048907	DRYCLEAN EXPRESS INC	\$290.62	\$0.00	\$290.62
2009	9960052080030907	ESQUIRE TITLE COMPANY	\$14.53	\$0.00	\$14.53
2009	9960052090034907	E & J SPORTS GRILL	\$148.21	\$0.00	\$148.21
2009	9960052090044907	EVEITT WILLIAMS-PAYNE FARMERS	\$6.61	\$0.00	\$6.61
2009	9960062070021907	FURNITURE TYME	\$291.99	\$0.00	\$291.99
2009	9960062080072907	FAITH PRODUCTION LLC	\$29.06	\$26.40	\$2.66
2009	9960072010009907	GOLDEN BO	\$67.00	\$0.00	\$67.00
2009	9960092090006907	INSTANT TAX SERVICE	\$5.28	\$0.00	\$5.28
2009	9960100980006907	JR'S EXPERT TAILORING	\$150.59	\$72.88	\$77.71
2009	9960102020032907	SMITH JAMES M	\$141.61	\$0.00	\$141.61
2009	9960102090008907	JACKSON HEWITT	\$17.44	\$0.00	\$17.44
2009	9960102090012907	JAZZ IT UP CAFE	\$422.85	\$0.00	\$422.85
2009	9960122070063907	LAT BROADCASTING ASSOCIATES L	\$824.30	\$0.00	\$824.30
2009	9960130970014907	MISS PAM'S ACADEMY	\$681.48	\$0.00	\$681.48
2009	9960132050037907	MICHE INTERNATIONAL BEAUTY CI	\$7.93	\$0.00	\$7.93
2009	9960142080025907	NYONYA GRILL	\$174.37	\$0.00	\$174.37
2009	9960152090101907	VA SERVICES LLC	\$12.15	\$0.00	\$12.15
2009	9960162080063907	PEACH TREE LEARNING ACADEMY	\$47.95	\$0.00	\$47.95
2009	9960182060038907	RAPID MEDICAL	\$143.35	\$0.00	\$143.35
2009	9960190980018907	SUGAR LAND FAMILY CARE CENTE	\$17.65	\$0.00	\$17.65
2009	9960192050097907	SWEET TAN	\$118.36	\$117.39	\$0.97
2009	9960192060060907	SUNG MARTIAL ARTS CENTER INC	\$5.28	\$0.00	\$5.28
2009	9960192060061907	JC SERVICES INC	\$457.81	\$0.00	\$457.81
2009	9960192070061907	SB MAGAZINES INC	\$150.59	\$0.00	\$150.59
2009	9960192090149907	SOUTHWEST FUNDING	\$5.81	\$0.00	\$5.81
2009	9960202030062907	TEXAS SOIL	\$344.09	\$0.00	\$344.09
2009	9960202050096907	TEJAS IMAGING SYSTEMS LLC	\$6.61	\$0.00	\$6.61
2009	9960202090039907	TY'S SPICES & SMOKE MEATS	\$36.99	\$0.00	\$36.99
2009	9960232050020907	WILSON'S PHOTOGRAPHY	\$302.24	\$0.00	\$302.24
2009	9960240940003907	WAYNE'S BARBER SHOP	\$13.21	\$0.00	\$13.21
2009	9963062070015907	FIRSTCORP/ FIRST PORTLAND CORP	\$39.21	\$0.00	\$39.21
2009	9965002070054907	AIM LIMOUSINE SERVICE INC	\$425.41	\$0.00	\$425.41
2009	9965002070092907	AMERICAN EXPRESS BUSINESS	\$79.79	\$0.00	\$79.79
2009	9965002070121907	APACHE WASTE LP	\$90.09	\$0.00	\$90.09
2009	9965002070237907	LORMIER BRADFORD R	\$5.81	\$0.00	\$5.81
2009	9965002070315907	CASA DE RESTAURACION	\$85.87	\$0.00	\$85.87
2009	9965002070400907	COMEAX MICHAEL	\$21.03	\$0.00	\$21.03
2009	9965002070489907	DAYBREAK CENTER	\$26.16	\$0.00	\$26.16
2009	9965002070615907	EUROPA IMPORTS INC	\$13.63	\$0.00	\$13.63
2009	9965002070757907	GARZA VICTOR ANTHONY	\$62.51	\$0.00	\$62.51
2009	9965002070779907	GHANEM BAVI	\$46.76	\$0.00	\$46.76

**FORT BEND COUNTY**  
**10/20 YEARS ACCOUNTS**  
**LEVY WRITE-OFF BY TAXUNIT SUMMARY**  
**POST - PROCESS**  
**ANNUAL 10/20 WRITE OFF 06132020**

Run-Date: 06/13/2020

Run-Time: 09:46:33

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For Effective Change Date: 06/13/2020

Juris 61

**CITY OF MISSOURI CITY**

Year	Account	Owner Name	Levy	Levy Paid	Remaining Levy
2009	9965002070825907	GROCERY COUPONS COM INC	\$26.42	\$0.00	\$26.42
2009	9965002070835907	GULF COAST HEAVY EQUIPMENT	\$3.17	\$0.00	\$3.17
2009	9965002070886907	HEARN CONTRACTORS INC	\$8.72	\$0.00	\$8.72
2009	9965002070903907	HICK'S MORTUARY TRANSPORT	\$42.54	\$0.00	\$42.54
2009	9965002070929907	HOU PROPELLER & MARINE SUPPLY	\$44.39	\$0.00	\$44.39
2009	9965002071022907	JACKSON ALLEN ROY	\$16.91	\$0.00	\$16.91
2009	9965002071025907	JAIDEVE CONSULTING GROUP	\$103.83	\$0.00	\$103.83
2009	9965002071068907	JIREH HOME CARE	\$9.25	\$0.00	\$9.25
2009	9965002071187907	LADAY ASHTON	\$23.51	\$0.00	\$23.51
2009	9965002071251907	LOTTIES LATE NIGHT SERVICE	\$14.27	\$0.00	\$14.27
2009	9965002071332907	MATRIX WORLDWIDE	\$79.52	\$0.00	\$79.52
2009	9965002071494907	OHIO DENTAL & MEDICAL INC	\$20.77	\$0.00	\$20.77
2009	9965002071557907	PEREZ SALVADOR B	\$73.98	\$0.00	\$73.98
2009	9965002071755907	ROBERTSON ALEXIS A	\$12.05	\$0.00	\$12.05
2009	9965002071882907	SMITH JAMES JR	\$83.38	\$0.00	\$83.38
2009	9965002071883907	SMITH VALERIE D	\$32.23	\$0.00	\$32.23
2009	9965002072053907	THOMAS LINDA J	\$58.12	\$13.43	\$44.69
2009	9965002072098907	UNDERWOOD TRAVIS	\$75.72	\$0.00	\$75.72
2009	9965002072178907	VT INC AS TRUSTEE WORLD OMNI	\$12.31	\$0.00	\$12.31
2009	9965002072180907	W & E TRUCKING	\$15.85	\$0.00	\$15.85

**City Of Missouri City Yearly Totals:**

Year	Num. Acct(s)	Levy	Levy Paid	Remain Levy
2007	1	\$85.12	\$0.00	\$85.12
2008	3	\$240.61	\$0.00	\$240.61
2009	79	\$8,443.07	\$289.11	\$8,153.96
<b>Totals for Jurisdiction</b>	<b>83</b>	<b>\$8,768.80</b>	<b>\$289.11</b>	<b>\$8,479.69</b>

TAX COLLECTION SYSTEM  
TAX COLLECTOR MONTHLY REPORT  
FROM 06/13/2020 TO 06/13/2020

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0061 CITY OF MISSOURI CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	6,983,249,124	58,638,760	7,041,887,884	00.630000	44,390,769.55	33,881
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----								
2019	44,020,774.95	.00	369,994.60	0.00	43,333,301.93	1,057,467.62	97.62	0.00
2018	415,697.99	.00	22,113.02-	0.00	132,360.72	261,224.25	33.63	0.00
2017	213,369.98	.00	6,414.79-	0.00	49,973.36	156,981.83	24.15	0.00
2016	147,399.49	.00	8,459.33	0.00	48,872.16	106,986.66	31.36	0.00
2015	118,044.18	.00	9,389.47	0.00	49,932.24	77,501.41	39.18	0.00
2014	97,087.75	.00	10,079.13	0.00	49,608.09	57,558.79	46.29	0.00
2013	74,730.85	.00	455.21-	0.00	27,267.20	47,008.44	36.71	0.00
2012	42,316.30	.00	0.00	0.00	815.83	41,500.47	1.93	0.00
2011	34,575.65	.00	0.00	0.00	348.40	34,227.25	1.01	0.00
2010	31,034.04	.00	0.00	0.00	0.00	31,034.04		0.00
2009	31,451.36	8,153.96-	8,153.96-	0.00	205.77	23,091.63	.88	0.00
2008	21,119.36	240.61-	240.61-	0.00	47.91	20,830.84	.23	0.00
2007	14,148.19	85.12-	85.12-	0.00	0.00	14,063.07		0.00
2006	15,471.68	.00	0.00	0.00	0.00	15,471.68		0.00
2005	10,838.30	.00	0.00	0.00	0.00	10,838.30		0.00
2004	6,090.55	.00	0.00	0.00	0.00	6,090.55		0.00
2003	3,833.07	.00	0.00	0.00	18.59	3,814.48	.48	0.00
2002	1,997.56	.00	0.00	0.00	0.00	1,997.56		0.00
2001	533.34	.00	0.00	0.00	33.10	500.24	6.21	0.00
2000	148.64	.00	0.00	0.00	34.55	114.09	23.24	0.00
1999	171.66	.00	0.00	0.00	36.86	134.80	21.47	0.00
1998	177.27	.00	0.00	0.00	30.39	146.88	17.14	0.00
****	45,301,012.16	8,479.69-	360,459.82	0.00	43,692,887.10	1,968,584.88		0.00



**Council Agenda Item  
July 20, 2020**

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



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**July 20, 2020**

**To:** Mayor and City Council

**Agenda Item:** 9(a) Consider approving a 48-month Copier lease and maintenance contract with Function4.

**Submitted by:** Sedrick Cole, IT Director

**SYNOPSIS**

Staff is requesting approval for a 48-month copier lease and maintenance contract with Function4. Copiers are a key component of any office's document management system. As copiers have become more technological advanced, the costs associated with the equipment has also gone up. Because copier technology is constantly improving, choosing to lease rather than buy a copier gives us the option of upgrading to a newly-released and more advanced model during the lease period, ensuring that city employees have access to the best technology.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Create a great place to live

**BACKGROUND**

The request is to approve a 48-month Copier lease and maintenance contract with Function4. Copiers are a key component of any office's document management system. As copiers have become more technological advanced, the costs associated with the equipment has also gone up. Because copier technology is constantly improving, choosing to lease rather than buy a copier gives us the option of upgrading to a newly-released and more advanced model, ensuring that city employees have access to the best technology. The agreement also includes maintenance for the copiers, a pool of both color and B&W prints and repair and maintenance. The proposed contract consolidates all the copiers into a single annual pool providing the city with **2,040,000** Annual Pool of B&W Prints and **1,020,000** Annual Pool of CLR Prints. Allows the city to leverage the prints in economical way utilizing the allocated pool and reducing any overages and potential savings of \$15,000.00 on overages. Function4 contract is completed in accordance with the City's purchasing policy; Department of Information Resources (DIR) contract no. DIR-CPO-4439.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY 2020 Funds Budgeted	FY 2020 Funds Available	Amount Requested
Budget	101-53505-18-170	N/A	\$175,000.00	\$ 131,932.00	\$ 123,994.56

\*The contract request will be for a 48-month term lease and maintenance.

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

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

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

**SUPPORTING MATERIALS**

1. Function4 Quote

**STAFF'S RECOMMENDATION**

Staff recommends approval of the annual maintenance for the life of the solution.

**Director Approval: Sedrick Cole, IT Director**

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

# function<sup>4</sup>

Proposal For



Presented By  
Desiree Hutchinson  
5.15.2020



## Why Function4?

### Single source for imaging and information technology.

At Function4, we focus on service offerings that can grow along with technology and our industry to ensure we always meet the needs of our customers.

We do that by providing the most intuitive and comprehensive combination of strategy, equipment and maintenance available on today's market.

Combine that with cutting edge software, managed IT services, and leading industry expertise, and you'll see why and how we deliver efficiency evolved.



#### IT services

Ensure your network and systems are online, secure and operating efficiently at all times.



#### Copiers & printers

Create fleet standardization, print volume management and document flow optimization.



#### Office products

Stock your office with high-quality furniture, supplies, digital displays and more.



#### Consulting

Consulting services and support to build, deploy and optimize your office technology assets.

## Solution: Konica bizhub C550i 55PPM CLR MFP (NEW)

### System Highlights:

- **55 B&W/CLR pages per minute**
- Print, copy, scan, and fax
- 2 paper trays, PLUS additional Large Capacity Tray
- 10.1" enhanced multi-touch screen tablet
- Prints up to 11x17
- **High-speed scanning and printing**
- Staple Finisher, Saddle stitch
- Hole Punch feature
- Dual Scan Doc Feeder
- Low power consumption
- **Data encryption, hard drive overwrites**
- USB port
- Mobile Print Capability



### Lease Options Include:

-(14)-NEW Konica bizhub C550i  
-Combining (2) current lease agreements into one Master DIR lease agreement. (3) Konica C558, HP SD Pro Scanner, HP PW MFP P57750dw

- 48 - Month Lease Payment: \$5,317.88

\*Contract#: DIR-CPO-4439

\*Delivery and installation included.

### Service & Maintenance:

Service Includes, Parts, Service, Labor, Toner & Staples for (17) KM bizhub copiers.

**Annually Payment: \$60,180.00** (Monthly Payment: \$5,015.00)

Includes: **2,040,000** Annual Pool of B&W Prints and  
**1,020,000** Annual Pool of CLR Prints

(10,000 B&W & 5,000 CLR monthly prints per machine)

- DIR Overage Mono Cost Per Image – \$.007
- DIR Overage Color Cost per Image – \$.045



## Function4 Service Approach & Pricing

### Our Approach

At Function4, we focus on service offerings that can grow along with technology and our industry to ensure we always meet the needs of our customers. We do that by providing the most intuitive and comprehensive combination of strategy, equipment and maintenance available on today's market. Before we enter a customer contract, we analyze your entire document system setup, test for efficiency gaps, and formulate a strategy for improvement. We offer high-quality products from trusted vendors like Konica Minolta, Sharp, Kyocera, and HP so you'll never question your machine's reliability. Combine that with cutting edge software, managed IT services, and leading industry expertise, and you'll see why and how we deliver efficiency evolved. We're proud to be your single source for imaging and information technology, helping you continuously improve document workflows, enhance operational processes, and manage IT infrastructure. In addition to top-notch equipment and technology, we also provide leading office furniture lines and wholesale office supplies to keep your business in great shape from every angle. Whether you need one desktop inkjet, an office full of production systems, new servers, or a fully outfitted conference room, our goal of providing impeccable service and expertise always remains steadfast.

### Mission

To provide innovative technologies and advanced strategies to improve our clients' business processes.

### Vision

Become the premier provider of office technologies and services in our markets by recognizing the trust our customers, team members, partners and community place in our company and to hold that trust above all other things.

### Core Values

- Deliver WOW Service
- Embrace Change
- Pursue Growth and Learning
- Open and Honest Communication
- Take Responsibility and Ownership
- Be Humble
- Always do the Right Thing
- Strive for Excellence
- Foster Community Stewardship

## Our Service Approach

**First Call Effectiveness** – This equates to technician’s performance on the machines they work on and the training commitment and practices of the dealership. This measurement indicates how frequently a customer must call for service within a 45-day timeframe following the previous service call. **Industry Standard 55% Function4 82%**

**Average Hold for Parts Rates** – This measures the amount of time a technician did not have the parts needed to complete the service call on the first visit, indicating the dealer’s ability to effectively manage inventory. **Industry Standard 10% Function4 6%**

**Average Technician Grade** – There are 11 key performance metrics, weighted on three areas that affect the customer the most. **Function4 Target A. Actual Accomplished A**

**Average MCBV (Mean Copies Between Visits)** – This metric calculates the average images produced between service calls which is an indicator of machine reliability. This algorithm not only determines if their machine MCBV exceeds the average, but also by how much. **Function4 Target 50,000. Actual 120,000.**

## Service Call Notification and Procedures

- Initial call is placed with dispatch and immediately notification sent to technician
- Email notification is sent to customer to confirm call is placed
- Technician is required to call within 1 hours to verbally discuss with customer
- Once Technician is in route, email notification is sent to alert customer
- After Technician has completed the call, it is closed out and email notification is sent to the client
- Dispatch then sends out a link to customer questionnaire on the service performance

## Internal Management of Performance

- TOTAL SERVICE CALLS instead of REPAIR CALLS
- Phone fixes and remote diagnostics for certain service calls
- Onsite response time for a down machine is 3 hours
- **Function4** uses BEI, a global service database to determine part failure rates and service requirements so that we can inventory the most frequently needed parts and be on top of preventative maintenance requirements
- Our technicians carry a car stock of parts and our local warehouse has enough parts to make sure we fix problems right the first time

- Function 4 uses GPS tracking and dispatch so we can get a technician to respond to your service needs as quickly as possible

### Equipment Performance Metrics

- Error alerts
- Service calls
- No parts calls
- Mean time between failure
- Part failure rates

### Technician Performance Metrics

- First Call Efficiency
- Machine Uptime
- Total Fleet Uptime
- Parts Usage
- Total Time and Effective Time

### US Fleet Tracking

Function4 technicians are monitored and tracked via US Fleet Tracking GPS system. The locations of all technicians can be viewed through the system in real time, and when a call for service is placed, dispatch will alert the nearest technician to provide the promptest response possible.

### Service Process and Logistics:

Function4 will use a three-tiered process for service call intake. Our Service Helpdesk will be the first point of contact for all service calls and will work to try and fix the issue through remote login to directly assist the end-user on how to fix the problem. If this does not fix the problem, the next step is to dispatch a service technician onsite for device service.

If the device cannot be fixed with an onsite visit, the technician will place a ticket to have a like-for-like device shipped to hot swap with the broken device and have the broken device shipped back to our central warehouse for repair. Once serviced, this device would be placed in inventory for future use. Function4 will keep an inventory of like-for-like printers at our central warehouse that can be deployed with next day shipping to hot swap any device at the store level that cannot be immediately fixed.

## Summary of Function4 Benefits

- Function4 is one of only 200 HP Premier Partners in the United States with service networks in every state nationwide.
- Over 250 five-star online reviews from Function4 customers across Southeast Texas
- Service department that receives national recognition for performance and customer feedback (based on independent publications i.e. BEI Metrics & Net Promoter)
  - Has achieved the highest first call effectiveness and lowest number of call backs for repeated problems compared to over 250 dealers nationwide
- Function4 has over 500 customers based in Houston and 50 accounts supported nationwide
- Heavily diversified in IT services that provide proactive helpdesk support superior to typical copier break/fix model
  - Up to 1/3 of all calls can be supported with immediate response by professional IT support
  - Remote support enhances the typical onsite dispatch to shorten response and remediation for service issues that arise
  - Customer changes and additional users can be remotely supported rather than an onsite call
  - Typical 2-4-hour response time is no longer the benchmark for today's technology support demands

## Single source for business technology

As local industry leader, Function4 is committed to a client-first methodology, offering products and services comprised of leading Network Management & IT Support, best-of-breed software, the most secure copier and managed print services, as well as VoIP phone and unified communications.

This end-to-end strategy, along with consultative engagement with our clients, provides a 360-degree view of your business processes, challenges, goals and objectives.

Through a collaborative approach, Function4 advises targeted solutions yielding improved efficiencies, cost reduction and the realization of our clients' vision.

## Our Porfolio



### Information Management

Improving the ability of an organization to efficiently and securely locate and manage documents and content.



### Workflow Improvement

Creating print or electronic document workflow efficiencies to save time and costs while maximizing security.



### IT Services

Reducing the risk of Information Systems failure and improved cybersecurity through our managed IT services.



### Print Systems

Improving electronic document and print systems so that costs are saved, and security risk is minimized.



### Elevate Unified Communications

Easy-to-use cloud-based unified communications service that helps employees to be more productive and collaborative with a full-featured phone system, combined with audio/video/content sharing, conferencing, and file sharing capabilities.

## World Class Service

*Many companies claim that they have the "Best service in the business" but few even have a way to measure how happy customers are. Here at Function4 we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score system [www.netpromoter.com](http://www.netpromoter.com)*

### Great Service Starts Here:

Function4 was recently named to the Net Promoter "World Class" Service List for its high Net Promoter Score (NPS), which is an award designated for businesses with an NPS of 70+. Function4's score is routinely in the 90+ range, which far exceeds the NPS World Class ranking.

*The Net Promoter Score (NPS)<sup>®</sup>, is a straightforward loyalty metric that holds companies and employees accountable for how they treat customers. It is both a loyalty metric and a discipline for using customer feedback to fuel profitable growth in your business. Employees at all levels of the organization understand it, opening doors to customer centric change and improved performance.*



Data Collection and NPS<sup>®</sup> Verification  
powered by CEO Juice Inc.

The average US company has a Net Promoter Score of 10. Given the NPS range of -100 to +100, a "Positive" score or NPS 0 is considered "Good," +50 is "Excellent," and above 70 is considered "World Class."



A score with a NPS above 70. The average US company has a Net Promoter Score of 10. Given the NPS range of -100 to +100, a "Positive" score or NPS above 0 is considered "Good", +50 is "Excellent," and above 70 is considered "World Class."



**Marsha Haag**

1 review

★★★★★ 3 months ago

Love working with Function4, Ed Hoffman and the team have helped AWC through several 'pinches'. Appreciate the entire team.



**Lonna McHugh**

1 review

★★★★★ 7 months ago -

I highly recommend the team at Function 4. Our Solutions Advisor, Ed Hoffmann, consistently works for us to find solutions to our day-to-day challenges and is always prompt to respond. Scheduling service calls and ordering supplies on-line is an awesome tool and a great time-saver. We greatly appreciate all that Function 4 brings to the table.



**Erin Hudson**

1 review

★★★★★ 6 months ago

We've been with Function 4 (Digitec) for over 20 years and have never had a bad experience. They are prompt, knowledgeable and a pleasure to work with. I highly recommend all services they offer.



**Derek Atwood**

1 review

★★★★★ 6 months ago

As a first time CFO of a mid size Oil and Gas Manufacturer, developing a Managed IT solution was integral to the success of our organization. Function 4 was the perfect partner to help us achieve that end.

From ownership to sales associates, their team is focused on top notch customer service and quality solution delivery. Response times are always expedient.

We had an issue with printer toner at one point where the sale associate drove across town to ensure we had no down time. As we live in Houston, that drive is comparable to driving across some states in the Northeast.

If you are searching for a great IT solution provider, look no future. You have found what can essentially serve as your virtual CIO.

Derek Atwood  
Gulf Manufacturing  
CFO





**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**July 20, 2020**

**To:** Mayor and City Council

**Agenda Item:** 9(b) Consider approving the continuing renewal of Microsoft Software assurance for a 3-year term with annual subscription renewal.

**Submitted by:** Sedrick Cole, IT Director

**SYNOPSIS**

Staff is requesting approval for the continual renewal of existing Microsoft software assurance subscription for additional 3-year term. Software Assurance for Volume Licensing includes a range of benefits that span Microsoft software and services. Software Assurance helps boost organizational productivity with 24x7 technical support, deployment planning services, technical training, exclusive technologies and rights, and the latest Microsoft software releases and unique technologies—all in one cost-effective program. We can save money, time and completely focus on bringing stability and scalability to our organization.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Create a great place to live

**BACKGROUND**

The request is to continue to renew and extend the current renewal of existing Microsoft software assurance subscription for additional 3-year term. Software Assurance for Volume Licensing includes a range of benefits that span Microsoft software and services. Software Assurance helps boost organizational productivity with 24x7 technical support, deployment planning services, technical training, exclusive technologies and rights, and the latest Microsoft software releases and unique technologies—all in one cost-effective program. We can save money, time and completely focus on bringing stability and scalability to our organization. The subscription also provides access to current Microsoft licenses for all the End User systems and Datacenter Servers. Microsoft renewal is completed in accordance with the City’s purchasing policy. Department of Information Resources (DIR) contract number DIR-TSO-4092.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
Budget	101-53505-18-170	N/A	\$1,518,974.00	\$ 996,134.97	\$ 99,004.56

\*The renewal request will be for the annual subscription for a 3-year term.

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

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

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

**SUPPORTING MATERIALS**

1. SHI Quote

**STAFF'S RECOMMENDATION**

Staff recommends approval of the annual maintenance for the life of the solution.

**Director Approval: Sedrick Cole, IT Director**

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



Pricing Proposal  
 Quotation #: 19114370  
 Created On: 7/8/2020  
 Valid Until: 7/31/2020

**CITY OF MISSOURI CITY**

**IAM**

**Jobi Mathew**  
 1522 TEXAS PARKWAY  
 ATTN: ACCOUNTS PAYABLE  
 MISSOURI CITY, TX 77489  
 United States  
 Phone: 2812614249  
 Fax:  
 Email: jmathew@missouricitytx.gov

**Gregory Gonedes**  
 SHI Government Solutions  
 3828 Pecana Trail  
 Austin, TX 78749  
 Send PO's to: Texas@shi.com  
 8008706079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	100	\$163.72	\$16,372.00
2 CISSteStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GA-00313 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	100	\$33.56	\$3,356.00
3 CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	330	\$41.75	\$13,777.50
4 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	\$124.43	\$248.86
5 OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	330	\$86.77	\$28,634.10
6 SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$640.96	\$640.96
7 SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$1,194.34	\$1,194.34

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8	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	10	\$2,208.58	\$22,085.80
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9	WINENTperDVC ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	330	\$38.47	\$12,695.10
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Subtotal	\$99,004.66
Shipping	\$0.00
Total	\$99,004.66

**Additional Comments**

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**Thank you for choosing SHI-GSI! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council

**Agenda Item:** 9(c) Consider approving the contract for Arctic Wolf utilizing DataVox's TIPS contract #200105

**Submitted by:** Sedrick Cole, IT Director

### SYNOPSIS

Staff is requesting approval for the annual contract for Arctic Wolf MDR solution for the life of the solution utilizing DataVox's TIPS contract #200105. Protection is required but no longer sufficient in today's digital, connected environment. Strong defenses are necessary but sooner or later every organization will get breached. Most breaches will be the result of a social engineering attack because the weak link in security is the human element. Common ways that hackers bypass defenses and breach the company's network include users clicking on an embedded link, downloading a file, or visiting a website.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The reality is that the initial breach is generally the first step for any hacker and does not lead to immediate damage. That initial breach allows the hacker to do reconnaissance, find what's valuable, and then attempt to extricate or extort through ransom. Generally, that second stage takes several months. A Detection Strategy along with a Response Strategy can detect these initial security incidents and can stop the hacker without any real damage to the company. This requires collecting log data from the various IT and security systems, analyzing the data, finding the incidents and vulnerabilities, and remediating problems in a timely manner. This work will validate that the organization is secure and identify ways to improve the security posture of the organization. Arctic Wolf is providing Missouri City with a world class SOC-as-a-Service to help protect against cybercrime. This allows Missouri City to focus on our business while still having the ability to answer the question, "Are we safe?" The contract is completed in accordance with the City's purchasing policy and procedure.

### BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
Budget	101-53505-18-170	N/A	\$1,518,974.00	\$ 996,134.97	\$ 41,704.04

\*The approval will be for all the life of the solution with an annual renewal from the IT maintenance account.

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

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

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

**STAFF'S RECOMMENDATION**

Staff recommends approval of the annual maintenance for the life of the solution.

**Director Approval: Sedrick Cole, IT Director**

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(d) Ambulance - Authorize the Mayor to sign a letter of approval for Angel EMS Inc. to operate a non-emergency ambulance service within the city limits of Missouri City.  
**Submitted by:** Eugene Campbell Jr., Fire Chief

### SYNOPSIS

Staff received a request from Angel EMS Inc, 811 Bukeye Place, Missouri City, Texas 77459 a non-911 emergency medical service (EMS) provider to operate within the city limits of Missouri City. Pursuant to Texas Health and Safety Code Section 773.0573, City Council may issue a letter of approval if the Council determines certain conditions exist. Pursuant to Council's direction, staff is presenting this item for consideration by Council.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Grow business investments in Missouri City

### BACKGROUND

In the 2013 legislative session, a provision was passed creating a new requirement (approval by the governing body of a city or county, as applicable) for emergency medical services providers to cut back on fraud and waste in certain federal programs. The Centers of Medicare and Medicaid Services established a moratorium on licensing new emergency medical services providers from about July 2013 to August 2014, which stopped the establishment of certain new EMS providers during that time. After the moratorium new licensing of emergency service providers was reinstated.

Pursuant to Texas Health and Safety Code Section 773.0573, city council may issue a letter of approval to an emergency medical services provider applicant who is applying to provide emergency medical services in the city **only if** the city council determines that:

- (1) the addition of another licensed non-emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services provider operating in the municipality;
- (2) the addition of another licensed non-emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services provider operating in the municipality; and
- (3) the addition of another licensed non-emergency medical services provider will not cause an oversupply of licensed non-emergency medical services providers in the municipality.

Chinweuba A. Iguh, Owner, Angel EMS Inc., contacted Fire Chief Eugene Campbell Jr., seeking approval to operate a non-emergency EMS service in Missouri City.

According to the Texas Department of State Health Services (TDSHS), Missouri City, Sugar Land, Pearland, Stafford and Fort Bend County currently have licensed non-emergency emergency services providers operating in their Cities.

### **SUPPORTING MATERIALS**

1. Request approval letter for the City of Missouri City from Angel EMS Inc.

### **STAFF'S RECOMMENDATION**

Authorize the Mayor to sign a letter approving Angel EMS Inc. to operate within the City of Missouri City with the following determinations and stipulations:

- (1) the addition of another licensed non-emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the City of Missouri City;
- (2) based on limited information at the City's disposal, the addition of another licensed non-emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the City of Missouri City; and
- (3) the addition of another licensed non-emergency medical services provider will not cause an oversupply of licensed non-emergency medical services providers in the City of Missouri City.

Additionally, the provider will refer all emergency (911) medical calls within Missouri City to the appropriate 911 Communications Center. Finally, if the provider is unable to maintain the necessary license, permit or other related authority to operation in the State of Texas for a period of more than five (5) days, the approval shall be deemed revoked.

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



**ANGEL EMS INC.**

**811 BUCKEYE PL. MISSOURI CITY, TX 77459-517 P: 832-781-7102**

06/11/2020

Missouri City Fire Department  
3849 Cartwright Road  
Missouri City, TX 77459

Re: Approval from Local Governmental Entity to Operate as a licensed Emergency Medical Services in  
(Missouri City, Texas)

Missouri City Council,

This correspondence is to obtain approval to provide emergency medical services in the city of Missouri City, Texas. The addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the emergency medical services providers operating in the municipality or county.

Angel EMS Inc., is requesting permission to provide emergency medical services in Missouri City, Texas.

Angel EMS Inc., Provider will follow protocols and all necessary compliance requirements.

Angel EMS Inc., resides in the city of Missouri City, Texas.

Please contact me at 832-781-7102 with any questions.

Sincerely,

*Chinweuba A. Iguh*

Chinweuba A. Iguh  
Owner  
Angel EMS Inc.



**MAYOR YOLANDA FORD**

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1522 Texas Parkway  
Missouri City, Texas 77489

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

July \_\_, 2020

Angel EMS Inc.  
Attention: Chinweuba A. Iguh, Owner

Dear Ms. Iguh:

This letter is in response to your request to provide non-emergency emergency medical services in the City of Missouri City, Texas, in accordance with Texas Health and Safety Code Section 773.0573. The City Council of the City of Missouri City considered your request at the July 20, 2020, a regular meeting of the City Council, at which the City Council determined the following:

- (1) the addition of another licensed non-emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the City of Missouri City;
- (2) based on limited information at the City's disposal, the addition of another licensed non-emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services provider operating in the City of Missouri City; and
- (3) the addition of another licensed non-emergency medical services provider will not cause an oversupply of licensed non-emergency medical services providers in the City of Missouri City.

As such, your request to provide non-emergency emergency medical services in the City of Missouri City, Texas, is hereby approved, provided that, in the event, you receive a request for emergency medical services within Missouri City you must route those calls to Missouri City's or Fort Bend County's 911 center. Additionally, if, at any time after you receive this letter, you fail to hold or maintain a necessary license, permit, or other related authority to operate in the State of Texas for a period of five (5) or more days, this approval shall be deemed to be revoked.

If you have any questions, please contact Missouri City Fire & Rescue at 281-403-4300.

Sincerely,

Yolanda Ford  
Mayor

Copy to:  
Eugene Campbell, Jr., Fire Chief  
E. Joyce Iyamu, City Attorney



## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council

**Agenda Item:** 9(e) Consider authorizing a contract for cleaning, decontamination and repairs to Firefighter bunker gear with The Fire Center, Jeremy Gros, Project Manager, P.O. Box 544, Nederland, Texas 77627.

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

### SYNOPSIS

Staff is requesting the approval to enter into a contract for services with The Fire Center to provide annual maintenance for cleaning, decontamination and repairs to Firefighter Bunker Gear.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Public Safety

### BACKGROUND

Firefighters use bunker gear as the protective ensemble which includes, helmet, hood, gloves, coat, pant and boots while operating in hazardous conditions including structure fires, rescues and hazardous materials incidents. Currently the department owns and maintains 140 sets of front-line and reserve firefighter protective bunker gear which requires routine cleaning, decontamination and repair. The protective ensembles cleaning, decontamination and repairs are regulated by the Texas Commission on Fire Protection with adoption of National Fire Protection #1851, 2020 Edition.

An Invitation for Bid (IFB), No. 20-031 was posted on the City's bidding sites DemandStar and Texas SmartBuy; along with the required fourteen day newspaper publishing with Fort Bend Independent, which resulted in a multi-year contract. This contract will remain in effect for approximately two years from the date of execution; with the mutual option to renew annually for an additional three (3), one (1) year terms. Unless sooner terminated under the terms of this AGREEMENT.

Service fees for cleaning, decontamination and repairs are itemized with costs per service and shall not exceed \$20,000 per year.

Staff recommends Council authorize a contract with The Fire Center to provide cleaning, decontamination and repair service for the department's Firefighter Bunker Gear.

### BUDGET/FISCAL ANALYSIS

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

**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. Agreement/Contract No. 20-031

**STAFF'S RECOMMENDATION**

Staff recommends approval of Local Contract No. 20-031 with The Fire Center, P.O. Box 544, Nederland, Texas 77627.

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

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

**AGREEMENT/CONTRACT  
FOR  
BUNKER GEAR CLEANING-DECONTAMINATION AND REPAIR  
FOR THE CITY OF MISSOURI CITY, TEXAS  
(LOCAL CONTRACT NO. 20-031)**

**STATE OF TEXAS           §**

**COUNTY OF FORT BEND   §**

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

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

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

**SECTION I  
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the cleaning, decontamination and repairs to bunker gear for the Missouri City Fire and Rescue.

**SECTION II  
CHARACTER AND EXTENT OF WORK**

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

**SECTION III  
TERM AND TERMINATION**

This AGREEMENT is effective upon execution and remains in effect for approximately two years from the date of execution; with the mutual option to renew annually for an additional three (3), one (1) year terms. Unless sooner terminated under the terms of this AGREEMENT.

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

## **SECTION IV COMPLIANCE AND STANDARDS**

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

**Force Majeure.** Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the contract without penalty.

## **SECTION V THE CONTRACTOR'S COMPENSATION**

For and in consideration of the services rendered by the CONTRACTOR pursuant to EXHIBIT A of this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed \$20,000 per annum.

## **SECTION VI TIME OF PAYMENT**

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

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

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such

invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

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

City of Missouri City  
Accounts Payable Office  
1522 Texas Parkway  
Missouri City, TX 77489  
[accountspayable@missouricitytx.gov](mailto:accountspayable@missouricitytx.gov)

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

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

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

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

## **SECTION VII TERMINATION**

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

**SECTION VIII  
ADDRESS AND NOTICES AND COMMUNICATIONS**

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

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

The Fire Center  
Jeremy Gros, Project Manager  
PO Box 544 Nederland, TX 77627  
888.564.7117  
[JeremyGros@OutLook.com](mailto:JeremyGros@OutLook.com)

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

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**SECTION IX  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the CITY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for materials testing to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

**SECTION IX  
SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION X  
MEDIA**

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

**SECTION XI  
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**SECTION XII  
MODIFICATIONS**

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

**SECTION XIII  
FISCAL FUNDING**

The CITY'S fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

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

## **SECTION XIV INSURANCE REQUIREMENTS**

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

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

### POLICY REQUIREMENTS (IF APPLICABLE)

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

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

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

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

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) Provide for notice to the CITY at the address shown in this Agreement;

(d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and

(e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

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

### NOTICES

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

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

### **APPROVAL**

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

### **SECTION XV PROHIBITION ON BOYCOTTING ISRAEL**

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

### **SECTION XVI ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVII  
CHOICE OF LAW**

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

**SECTION XIII  
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XIX  
CONTRACT SIGNATURE SHEET**

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

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

Authorized by the City of Missouri City, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**THE FIRE CENTER**

[Signature]  
Signature

Project Manager  
Title

4/16/2020  
Date

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Bill Atkinson - Interim City Manager

\_\_\_\_\_  
Date

**EXHIBIT A - BID SHEET  
BUNKER GEAR INSPECTION, CLEANING, DECONTAMINATION and REPAIR SERVICES**

NOTE: PRICES MUST BE SUBMITTED ON THIS FORM IN ITS ENTIRETY. FAILURE TO SUBMIT ALL PAGES OF THE IFB DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE BID

**SECTION I - INSPECTION OF BUNKER GEAR**

DESCRIPTION	EST. QTY.	UNIT	UNIT COST BID
1. Inspection per coat or pant item	140	EA	\$ <u>9.00</u>
2. Inspection per helmet	75	EA	\$ <u>6.00</u>
3. Inspection per pair of boots	75	PAIR	\$ <u>6.00</u>
4. Inspection per pair of gloves	140	PAIR	\$ <u>3.00</u>
5. Inspection per hood	140	EA	\$ <u>2.00</u>

What is a standard expectation for time to complete work? 3-4 days

If performing service at offsite, what is your response time to pick up at our site after callout?  
24 hrs notice

What is a standard expectation for time to complete work? 3-4 days

**EXHIBIT A - BID SHEET  
BUNKER GEAR INSPECTION, CLEANING, DECONTAMINATION and REPAIR SERVICES**

**SECTION II - CLEANING, REPAIRING, REPAIRING**

<b>CLEANING</b>	<b>EST. QTY.</b>	<b>UNIT</b>	<b>UNIT COST BID</b>
1. Coat	140	EA	\$ 16.00
2. Pants	140	PAIR	\$ 16.00
3. Gloves	140	PAIR	\$ 4.00
4. Hood	140	PAIR	\$ 2.00
5. Helmet	75	EA	\$ 8.00
6. Boots	75	PAIR	\$ 8.00
7. Suspenders	140	PAIR	\$ free
8. Install Maintenance Label	140	EA	\$ NA

**DECONTAMINATING**

9. Coat	105	EA	\$ same
10. Pants	105	PAIR	\$ same
11. Gloves	75	PAIR	\$ same
12. Hood	75	EA	\$ same
13. Helmet	75	EA	\$ same
14. Boots	75	PAIR	\$ same
15. Suspenders	25	PAIR	\$ free
16. Replace entire trim	10	EA	\$ 160.00
17. Trim sleeve	20	EA	\$ 25.00
18. Minor trim per ft. Replace water wells w/standard wristlets	30	EA	\$ 1.20
19. Coat	20	EA	\$ 28.00
20. Thumb wristlet	20	EA	\$ 23.00
21. Radio pocket	5	EA	\$ 10.50
22. Replace collar	25	EA	\$ 31.50
23. Replace hook or d ring	20	EA	\$ 14.00
24. Replace hand warmer/ pkt	5	EA	\$ 26.00
25. Replace Velcro	10	EA	2 in. - 1.35/per inch \$3/4 inch - .90 per inch
26. Replace thermal liner pocket	5	EA	\$ 10.00
27. Replace liner zipper	10	EA	\$ 30.00
28. Replace coat cuff	20	EA	\$ 17.50
29. Shorten sleeve +/-2	25	EA	\$ 60.00

**EXHIBIT A - BID SHEET**  
**BUNKER GEAR INSPECTION, CLEANING, DECONTAMINATION and REPAIR SERVICES**

30. Length coat sleeve	5	EA	\$ 100.0
31. Replace trim leg	20	EA	\$ 25.00
32. Replace knee pad	10	EA	\$ 39.00
33. Replace Velcro fly pant	10	EA	\$ 30.00
34. Replace cargo pocket	10	EA	\$ 40.00
35. Patch small hole			5.80
36. Patch large hole	30	EA	\$ 17.35
37. Replace Velcro pocket	10	EA	\$ 5.00
38. Replace take up strap buckle	50	EA	\$ 8.00
39. Replace short pant +/- 2 inches	25	EA	\$ 60.00
40. Lengthen pant including cuffs	25	EA	\$ 78.00
41. Replace suspender/button	25	EA	\$ 5.50
42. Replace rivets/grommets	30	EA	\$ 4.75
43. Stitch seam 1 to 5 items	60	EA	\$ .55
44. Stitch seam over 5 items	40	EA	\$ .55
45. Repair thermal liner hole	150	EA	\$ 15.00
46. Repair moisture barrier	20	EA	\$ sm-13.50;med-26.25;lg-42.00
47. Replace letters/price per letter	20	EA	\$ 3.50(\$1.00 for removal per letter)
48. Replace snap button	10	EA	\$ 5.50
49. Coat advance inspection	75	EA	\$ 9.00
50. Pant advance inspection	75	EA	\$ 9.00
51. Helmet advance inspection	75	EA	\$ 6.00
52. Emergency pick-up service	4	EA	\$ 75.00
53. Bar code coat	75	EA	\$ .55 ( re-stitch)
54. Bar code pant	75	EA	\$ .55 ( re-stitch)
55. Replace helmet reflective letters	20	EA	\$ 7.00
56. Replace helmet face shield	20	EA	\$ 48.00
57. Replace helmet front plate	20	EA	\$ 48.00
58. Replace helmet shield bracket	10	EA	\$ 14.00
59. Patch pocket/nomex	20	EA	\$ 6.00
60. Patch pocket /PBI	10	EA	\$ sm-5.80; med-11.55; lg-17.35
61. Replace cuffs/pants/PBI	20	EA	\$ 22.00
62. Replace shoulder pads/nomex	20	EA	\$ 20.00
63. Replace shoulder pads/other	20	EA	\$ 18.00(for leather)
64. Replace sleeve	20	EA	\$ 60.00

**EXHIBIT A - BID SHEET**  
**BUNKER GEAR INSPECTION, CLEANING, DECONTAMINATION and REPAIR SERVICES**

65. Replace snap area for liners	10	EA	\$ 5.50
66. Re-stitch, trim and seams for ensemble	10	EA	\$ 1.05 per inch
67. Replace outer shell - trouser	20	EA	\$ NA
68. Replace outer shell - coat	5	EA	\$ NA
69. Patch small aluminized fabric	10	EA	\$ 12.00
70. Patch medium aluminized fabric	10	EA	\$ 19.00
71. Replace ear flap helmet	10	EA	\$ 16.50
72. Replace chin strap helmet	10	EA	\$ 15.00
73. Replace eagle brass helmet	10	EA	\$ 19.00
74. Replace ratchet assembly helmet	20	EA	\$ 34.00
75. Replace microphone hook strap	10	EA	\$ 10.00
76. Replace zipper/coat	20	EA	\$ 47.00
77. Replace zipper/crotch	10	EA	\$ 38.00
78. Add or repair zipper reinforcements	20	EA	\$ 20.00
79. Replace water well w/o wristlet	10	EA	\$ 39.00

What is a standard expectation for time to complete work? NA

What is a standard expectation for time to complete work? 3-4 DAYS

EXHIBIT B

I, Jeremy Gros,  
being an adult over the age of eighteen (18) years and the undersigned authorized representative  
of \_\_\_\_\_

(hereafter referred to as "Company"), do hereby verify that the above-named Company, under  
the provisions of Subtitle F, Title 10, Texas Government Code, Chapter 2270:

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

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

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

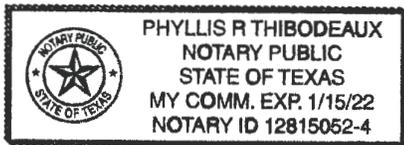
[Signature]  
Signature

4/16/2020  
Date

STATE OF TEXAS §  
COUNTY OF Jefferson §  
§

This instrument was acknowledged before me this 16 day of April, 2020,

by Phyllis R. Thibodeaux.



Phyllis R. Thibodeaux  
Notary Public, State of Texas



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

July 20, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(a) Street Name Change Threshold Ordinance  
**Submitted by:** E. Joyce Iyamu, City Attorney

**SYNOPSIS**

Councilmember Boney requested an ordinance changing the threshold by which a member of the public may request that the City of Missouri City (the "City") change an existing street name. This item provides the City Council with the proposed ordinance.

**BACKGROUND**

Chapter 16, Naming of City Property and City Programs, was adopted pursuant to Ordinance No. O-17-19, on July 3, 2017, to establish a process by which City streets, facilities, and programs could be named. On November 4, 2019, Council considered renaming certain streets and requested an ordinance regarding renaming new streets. Such ordinance will be introduced to the City Council in the coming weeks. This proposed ordinance does not address new streets. This proposed ordinance decreases the amount of signatures of the owners of property abutting a City street to be renamed needed to request a street name change.

**BUDGET ANALYSIS**

Funds are not being requested at this time.

**SUPPORTING MATERIALS**

1. Ordinance
2. Document showing the changes between the existing ordinance and the proposed language

**STAFF'S RECOMMENDATION**

**ACTION IS DISCRETIONARY:** This matter is fully within the discretion of the City Council.

**Director Approval:** E. Joyce Iyamu, City Attorney

ORDINANCE NO. O-20-\_\_

**AN ORDINANCE OF THE CITY OF MISSOURI CITY,  
TEXAS, AMENDING CHAPTER 16, NAMING OF CITY  
PROPERTY AND CITY PROGRAMS, OF THE MISSOURI  
CITY CODE; REDUCING THE SIGNATURE THRESHOLD  
FOR REQUESTING EXISTING STREET NAME CHANGES;  
PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND  
PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City, Texas ("City Council") desires to create an orderly process for renaming existing City of Missouri City ("City") streets; and

WHEREAS, the City desires to lower the percentage of the number of abutting property owners required to petition the City to rename the streets upon which they abut; now, therefore,

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

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the Missouri City Code is hereby amended by deleting Section 16-52 of Division 2 of Article III of Chapter 16 thereof and substituting therefor, a new Section 16-52 of Division 2 of Article III of Chapter 16 to provide as follows:

**"CHAPTER 16 - NAMING OF CITY PROPERTY AND CITY PROGRAMS**

....

**ARTICLE III. - CITY STREETS**

....

**DIVISION 2. - PROCEDURE FOR RENAMING CITY STREETS**

....

**Sec. 16-52. - Applications initiated by persons other than councilmembers.**

A person, other than a councilmember, seeking to rename a city street shall file an application to rename a city street with the director of public works or his designee on an application form provided by the director. The application shall include the following information:

- (1) The name, address, telephone number, and email address of the applicant;

- (2) The current name and location of the city street that the applicant seeks to rename;
- (3) The proposed name of the city street, provided that, if the proposed name is the name of an entity, the information set forth in subsection 16-22(4) shall also be provided;
- (4) A petition that bears the signatures of at least 70 percent of the number of owners of property abutting the city street to be renamed;
- (5) Applicable documentation that demonstrates how the proposed name is consistent with the criteria set forth in section 16-3; and
- (6) Any other information that may be requested by the city to fully evaluate and review the application.”

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

Section 4. *Penalty.* That 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. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

Section 5. *Severability.* That 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 20<sup>th</sup> day of July, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_ day of \_\_\_\_\_, 2020.

---

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Maria Jackson, City Secretary

---

E. Joyce Iyamu, City Attorney

**“CHAPTER 16 - NAMING OF CITY PROPERTY AND CITY PROGRAMS**

.....

**ARTICLE III. - CITY STREETS**

.....

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- (2) The current name and location of the city street that the applicant seeks to rename;
- (3) The proposed name of the city street, provided that, if the proposed name is the name of an entity, the information set forth in subsection 16-22(4) shall also be provided;
- (4) A petition that bears the signatures of at least ~~90~~70 percent of the number of owners of property abutting the city street to be renamed;
- (5) Applicable documentation that demonstrates how the proposed name is consistent with the criteria set forth in section 16-3; and
- (6) Any other information that may be requested by the city to fully evaluate and review the application.”

Document comparison by Workshare 9.5 on Thursday, July 9, 2020 9:30:14 AM

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## CITY COUNCIL AGENDA ITEM COVER MEMO

July 20, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(b) Municipal Court Judge Ordinance  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

The City Council authorized staff to prepare an ordinance establishing a single panel of the municipal court to provide the presiding judge with specific authority over municipal court proceedings. This item provides the City Council with the proposed ordinance.

### BACKGROUND

On March 12, 2019, former City Manager Anthony Snipes, Interim City Manager Bill Atkinson, Municipal Court Division Director Brittany Rychlick and the Legal Division met with Judge Debra Sinclair at her request. Judge Sinclair requested additional consideration of the duties of the presiding judge of the City of Missouri City Municipal Court. The City Council previously discussed the duties of its municipal court judges on May 1, 2017, January 28, 2019, February 18, 2019, March 18, 2019, April 1, 2019, and April 15, 2019. Draft language was provided to the City Council on July 6, 2020. City Councilmembers did not provide additional comments at that time.

Whether the City Council decides to establish one municipal court panel or maintain the existing three court panels is a decision of the City Council. The Charter of the City of Missouri City has provided for a municipal court since the first charter in 1974. Before 1986, the Charter provided for a single judge and a single court. The Charter was amended in 1986 to allow the City Council, by ordinance, to divide the court into two or more panels or divisions. Pursuant to Ordinance No. O-88-1, the Missouri City Municipal Court has consisted of three panels or divisions since 1988. In addition to creating divisions of the court, Ordinance No. O-88-1 established duties and responsibilities of the presiding judge and specifically allowed the presiding judge to “direct the arrangement and trial of cases and order any judge to exchange benches and preside in any municipal court.” Both state law and the City Charter provide that if a city divides its municipal court into two or more panels or divisions, one panel shall be presided over by a presiding judge and each additional panel or division shall be presided over by an associate judge who has the *same* powers as the presiding judge. On May 3, 2010, the City adopted an ordinance to remove the specific authority granted to the presiding judge, making the City’s ordinances consistent with the Charter and state law.

This proposed ordinance language eliminates two of the three municipal court panels and provides specific authority to the presiding judge of the municipal court. Such authority includes the following:

- Prescribing standard orders;
- Delineating the conditions under which associate judges may sit as the municipal court judge; and
- Transferring cases and exchanging dockets between judges.

### BUDGET ANALYSIS

Funds are not being requested at this time.

**SUPPORTING MATERIALS**

1. Ordinance
2. Document showing the changes between the existing ordinance and the proposed language
3. Section 29.007 of the Texas Government Code
4. Judge Debra Sinclair's memorandum
5. Ordinance No. O-88-1

**STAFF'S RECOMMENDATION**

**ACTION IS DISCRETIONARY**: This matter is fully within the discretion of the City Council.

**Director Approval:**

**E. Joyce Iyamu, City Attorney**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,  
AMENDING CHAPTER 62, MUNICIPAL COURT, OF THE MISSOURI  
CITY CODE; ELIMINATING CERTAIN PANELS OF THE MUNICIPAL  
COURT; AMENDING REGULATIONS PROVIDING THE CONDUCT AND  
OPERATIONS OF THE MUNICIPAL COURT; PROVIDING DUTIES FOR  
THE PRESIDING JUDGE; PROVIDING FOR REPEAL; PROVIDING A  
PENALTY; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, pursuant to Section 4.03 of the Charter of the City of Missouri City (the "Charter"), a municipal court for the trial of misdemeanor offenses must be established and maintained; and

WHEREAS, pursuant to the Charter, the municipal court may, by ordinance, be divided into two (2) or more panels or divisions, one of which shall be presided over by the presiding judge; and

WHEREAS, pursuant to Ordinance O-88-1, the City of Missouri City divided the municipal court into three (3) panels; and

WHEREAS, the City Council has found that eliminating two (2) panels of the municipal court may result in more uniform procedures; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to amend regulations regarding the municipal court; now therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Missouri City Code is hereby amended by deleting Sections 62-1, 62-2, 62-3, and 62-4 of Chapter 62 thereof and substituting therefor new Sections 62-1, 62-2, 62-3, and 62-4 to provide as follows:

**"Chapter 62 - MUNICIPAL COURT**

**Sec. 62-1. - Division of court.**

Pursuant to Charter § 4.03, the municipal court shall consist of one panel.

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

The powers and duties of the panel of the municipal court shall be those defined and designated by the laws of the state and the Charter and ordinances of the city.

**Sec. 62-3. - Jurisdiction.**

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

**Sec. 62-4. - Office of judge established.**

There is hereby created the office of the judge of the municipal court. The council shall appoint a presiding judge to serve as the judge of the municipal court. One or more associate judges may be appointed to serve as the judge of the municipal court in the absence of the presiding judge.”

Section 3. The Missouri City Code is hereby amended by deleting Section 62-8 of Chapter 62 thereof and substituting therefor a new Section 62-8 to provide as follows:

**“Chapter 62 - MUNICIPAL COURT**

. . . .

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

- (a) The divisional director of municipal court shall schedule dockets for cases filed within the city over which the municipal court has jurisdiction. At the request of the presiding judge, the divisional director of municipal court may transfer cases and dockets from one judge to another.
- (b) The presiding judge of the municipal court shall:
  - (1) Prescribe standard orders, in consultation with associate judges, if any, for the conduct and operation of the municipal court during the proceedings of the court;
  - (2) Prescribe the conditions under which associate judges, if any, shall sit as judges in the municipal court;
  - (3) Transfer cases from one judge to another;
  - (4) Exchange benches with any judge;
  - (5) Enter on the docket of the municipal court, over which the municipal judge presides, appropriate notations of the disposition of each case; and
  - (6) Take judicial notice of state law, ordinances and the corporate limits of the city.
- (c) Any judge of any municipal court shall exercise complete judicial authority over the judgments, orders and process of his court, the trial of cases therein, and the conduct of persons attending thereon.”

Section 4. This Ordinance shall apply to the City of Missouri City municipal court and its judges upon the final adoption of this Ordinance. Pursuant to Section 4.03 of the Charter of the City of Missouri City, City of Missouri City judges appointed on or about March 20, 2019, may continue to serve in their respective positions, as set forth in their existing contracts with the City, until the conclusion of their current terms, provided that such service shall be performed in accordance with this Ordinance.

Section 5. 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 6. 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. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

Section 7. 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 \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Chapter 62 - MUNICIPAL COURT

Sec. 62-1. - Division of court.

~~Pursant~~Pursuant to Charter § 4.03, the municipal court ~~is divided into three panels~~shall consist of one panel.

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

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

Sec. 62-3. - Jurisdiction.

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

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

There ~~are hereby created three offices of judge.~~ is hereby created the office of the judge of the municipal court. The council shall appoint a presiding judge to serve as the judge of the municipal court. One or more associate judges may be appointed to serve as the judge of the municipal court in the absence of the presiding judge.

Sec. 62-5. - Municipal court.

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

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

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

municipal court.

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

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

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

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

Sec. 62-6. - Division established.

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

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

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

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

(a) ~~The divisional director of municipal court shall facilitate the equitable scheduling of dockets. Municipal courts and the judges thereof~~ schedule dockets for cases filed within the city over which the municipal court has jurisdiction. At the request of the presiding judge, the divisional director of municipal court may transfer cases and dockets from one ~~court to another, and any judge of any such court may exchange benches and preside over any such court, subject to the approval of the judge of each municipal court affected by such transfer or exchange.~~ judge to another.

(b) The presiding judge of the municipal court shall:

(1) Prescribe standard orders, in consultation with associate judges, if any, for the conduct and operation of the municipal court during the proceedings of the court;

(2) Prescribe the conditions under which associate judges, if any, shall sit as

judges in the municipal court;

(3) Transfer cases from one judge to another;

(4) Exchange benches with any judge;

(5) Enter on the docket of the municipal court, over which the municipal judge presides, appropriate notations of the disposition of each case; and

(6) Take judicial notice of state law, ordinances and the corporate limits of the city.

(c) Any judge of any municipal court shall exercise complete judicial authority over the judgments, orders and process of his court, the trial of cases therein, and the conduct of persons attending thereon.

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

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

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

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

Document comparison by Workshare 9.5 on Monday, June 22, 2020 1:44:20 PM

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**Texas Government Code, Section 29.007**

Sec. 29.007. MUNICIPAL COURT PANELS OR DIVISIONS; TEMPORARY JUDGES. (a) A home-rule city by charter or by ordinance may divide the municipal court into two or more panels or divisions, one of which shall be presided over by a presiding judge. Each additional panel or division shall be presided over by an associate judge, who is a magistrate with the same powers as the presiding judge.

(b) The panels or divisions may hold concurrent or continuous sessions either day or night.

(c) Each panel or division may exercise municipal court jurisdiction and has concurrent jurisdiction with the other panels or divisions.

(d) Except as otherwise provided by the charter, the municipality by ordinance may establish:

(1) the qualifications for appointment as a judge;

(2) the ability of a judge to transfer cases, exchange benches, and preside over any of the panels or divisions;

(3) the office of the municipal court clerk, who shall serve as clerk of all the panels or divisions with the assistance of deputy clerks as needed; and

(4) a system for the filing of complaints with the municipal court clerk so that the case load is equally distributed among the panels or divisions.

(e) Except as modified by this section, procedure before a panel or division and appeal from the decision of a panel or division is governed by general law applicable to municipal courts.

(f) If the municipality has established the office of municipal court clerk, the clerk shall keep minutes of the proceedings of the municipal court and its panels or divisions, administer oaths, issue process, and generally perform the duties for the municipal court that a county clerk performs for a county court.

(g) The municipality may provide by charter or by ordinance for the appointment of one or more temporary judges to serve if the regular judge, the presiding judge, or an associate judge is temporarily unable to act. A temporary judge must have the same qualifications as the judge he replaces and has the same powers and duties as that judge.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

March 13, 2019

**REVISED PRESIDING JUDGE PAPER**

Anthony Snipes, City Manager

Bill Atkinson, Assistant City Manager

E. Joyce Iyamu, City Attorney

Brittany Rhyhlic, Court Director

I offer the following legal interpretations of State Law, our City Charter and the Code of Ordinances as they relate to the duties of Presiding Judge. I have researched these issues and have concluded the following.

The City of Missouri City is a Home Rule City created under the provisions of Section 29 of the Texas Government code.

**APPLICABLE STATE LAW**

Chapter 29, of the Texas Government Code allows that a Home Rule City may establish a Court. It also provides that if there is more than one Judge one of them must be designated as the Presiding Judge. See Section 29.007

**APPLICABLE CITY LAW/PROVISIONS**

**CITY CHARTER**

Section 4.03 B. of the city charter tracks the language from Section 29.007.

**CODE OF ORDINANCES**

Section 62-4 establishes three offices of Judge.

Section 62-5 (a) establishes the municipal court.

Section 62-5 (b) of the Code of Ordinances speaks to the powers and duties of the Presiding Judges and the Associate Judges, it also repeats the language found in Section 29.007 of the Government Code.

**After meeting with aforementioned persons, I can agree with the City Attorney that the City Charter and subsequent ordinance does not delineate specific duties for the Presiding Judge. I also agree with the conclusion that there is nothing in any of these laws that makes it illegal for the City to establish such an Ordinance in the future.**

**For your consideration**

It is my understanding that there was once an Ordinance that established the duties of the office of Presiding Judge. It is also my understanding that, there was a conflict that arose between the then Presiding Judge and the City Manager thus, that Ordinance was repealed. The only justification I have

ever heard to support the repeal of the ordinance, was that it was considered illegal. The provision that I have been referred to as support for this position is Section 4.03 of the City Charter and Section 62-5 of the Code of Ordinances.

**However, I disagree with that conclusion. I don't find anything in state law, the city charter nor the code of ordinances that make it illegal for the City to establish an ordinance designating specific duties as it relates to the position of Presiding Judge.**

There are Administrative Judicial duties that are typically relegated to the office of Presiding Judge.

### **Scheduling of Dockets**

Section 62-8 provides that the divisional director of the municipal court shall facilitate the equitable scheduling of dockets.

Nothing in this section states that the divisional director shall have unilateral or sole authority to decide which judge will handle said dockets. To allow the divisional director to act unilaterally or with sole authority in the scheduling of judges violates the separation of powers mandated in our constitution as well as state laws. The divisional director then becomes a manager of sorts in that that office will dictate the work schedule of Judges.

I would submit to you that this create an atmosphere that could lend itself to an abuse of power on both sides.

### **Advantages of having an active Presiding Judge**

Promotes consistency and efficiency for judges and clerks.

Provides guidance and direction to the Court Director as where to go when there is a need to have judicial guidance on matters.

Promotes uniformity in how administrative judicial matters are handled.

Allows for the coordination and/ or dissemination of information to the Associate Judges.

Protects the separation of powers and preserves an independent judiciary.

It will also generally provide for the ability of all parties, administrative and judicial to anticipate the outcomes of tasks because the decisions would be made by the Presiding Judge.

### **DISADVANTAGES OF NOT HAVING A PRESIDING JUDGE**

Creates chaos and disfunction.

You have a different judicial administrative procedure depending on the judge handling the matter.

Creates an inefficient judicial staff because if there is abuse of the system, no one can speak to it.

It has been and will continue to be unnecessarily chaotic and promote discord.

### **What having an active Presiding Judge does NOT mean**

It does not mean that the Presiding Judge manages the Court Director or his/or her staff.

**The Presiding Judge may NOT dictate to a judge as to how to decide cases or perform magistrate duties. To do so, would be a violation of the Code of Judicial Conduct and state law.**

#### **WHAT I HAVE DONE AS A NAMED PRESIDING JUDGE**

I have often coordinated meetings with the Associate Judges to make sure they are informed.

Most recently, I coordinated a conference call with the judges to discuss a pressing matter as it related to the Judges.

I have developed standing orders in an attempt to bring consistency to the judicial administrative process as it affects the clerks.

I have also spent countless hours developing written policies and procedures that related to judicial matters.

I was then able to secure the written agreement from each Judge that we would make a commitment to adhere to the same.

However, when those policies and procedures are not honored or followed, there is no method in place to address the matter.

#### **CONCLUSION:**

I would ask that you, the Mayor and City Council give the information I have provided herein your sincerest consideration. I'm certain that we all share the same goals. That goal is to have a highly functioning and efficient court department.

I am persuaded that the best way for that to occur is for you to establish specific duties for the office of Presiding Judge that will effectuate that end. I would also submit that the best way for this to be established is by city ordinance. **I don't agree that to do so would necessarily require an amendment to the City's Charter.**

I believe the Mayor and Council have the authority they need with the existing law to establish such an Ordinance.

Respectfully submitted,

Debra Sinclair

ORDINANCE NO. D-88-1

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS, BY ADDING A NEW CHAPTER 31; CREATING THREE MUNICIPAL COURTS; PROVIDING FOR GENERAL POWERS AND DUTIES; PROVIDING FOR CONCURRENT JURISDICTION OF THE MUNICIPAL COURTS; CREATING THE OFFICES OF JUDGE; PROVIDING FOR THE APPOINTMENT AND QUALIFICATION OF THE PRESIDING JUDGE AND ASSOCIATE JUDGES; ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF THE PRESIDING JUDGE; ESTABLISHING POWERS AND DUTIES OF TEMPORARY JUDGES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

\* \* \* \* \*

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

Section 1. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by adding a new Chapter 31 to provide as follows:

"CHAPTER 31

"Municipal Court

"Sec. 31-1. Division of Municipal Court.

"There are hereby created within and for the City three (3) municipal courts for the filing of misdemeanor offenses arising within the territorial limits now or hereafter established for the City and for the trial of such other offenses as may be provided by law. Such courts shall be designated and known as 'Municipal Court,' 'Municipal Court Number 2,' and 'Municipal Court Number 3.'

"Sec. 31-2. General powers and duties.

"The powers and duties of each of the municipal courts shall be those defined and designated by the

laws of Texas and the Charter and ordinances of the City.

"Sec. 31-3. Each court to exercise concurrent jurisdiction.

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

"Sec. 31-4. Offices of judge created.

"There are hereby created three (3) offices of judge. The presiding judge shall be Judge of the Municipal Court, and an associate judge shall be Judge of Municipal Court Number 2, and an associate judge shall be Judge of Municipal Court Number 3.

"Sec. 31-5. Appointment and qualification of judges.

"The judge referred to in this Chapter shall be appointed by City Council to serve at the discretion of the City Council. Each judge shall be an attorney licensed and practicing in the State of Texas and shall receive such salary as may be fixed by the City Council.

"Sec. 31-6. Presiding judge - duties and responsibilities.

"It shall be the duty of the presiding judge to direct the arrangement and trial of cases and order

any judge to exchange benches and preside in any municipal court. Such municipal courts and the judges thereof may transfer cases from one court to another and any judge of any such court may exchange benches and preside over any such court with the approval of the presiding judge. Any judge of any municipal court shall exercise complete judicial authority over the judgments, orders, and process of his court, the trial of cases therein, and the conduct of persons attending thereon. The presiding judge shall prescribe rules and policies, subject to the approval of City Council, for the conduct and operation of the municipal courts.

"Sec. 31-7. Appointment of temporary judges.

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

"Sec. 31-8. Powers and duties of temporary judges.

"The temporary judges of the Municipal Court shall act as judge of such courts or may exchange benches and act as Judge of the Municipal Court, Municipal Court Number 2, or Municipal Court Number 3, or may sit as judge in any of such courts, or try cases on transfer from any of such courts, or transfer cases to any of such courts, but shall act as judge of

any such courts only when the regular judge thereof is absent or unable to act for any reason. The presiding judge shall, subject to the approval of City Council, prescribe the conditions under which the associate judges shall sit as judges in any of the municipal courts. The temporary judges shall receive such salary as may be fixed by the City Council."

Section 2. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 21st day of December, 1987.

PASSED, APPROVED, and ADOPTED on second and final reading this 4<sup>th</sup> day of January, 1988.

Mayor 

ATTEST:

*Alice Church*  
City Secretary

APPROVED AS TO FORM:

*Wm. A. Allen, Jr.*  
City Attorney



**Council Agenda Item  
July 20, 2020**

11. **RESOLUTIONS** – *There are no Resolutions on this agenda.*
  12. **CITY COUNCIL ANNOUNCEMENTS**  
*Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*
  13. **CLOSED EXECUTIVE SESSION**  
*The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.*
  14. **RECONVENE**  
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*
  15. **ADJOURN**
-