

**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, October 5, 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**

- (a) Proclaim the week of October 4-10, 2020, as "Fire Prevention Week" in the City of Missouri City, Texas. *(Proposed presenter: Fire Marshal Matt Rios)*
- (b) Proclaim the month of October as "National Community Planning Month" in the City of Missouri City, Texas. *(Proposed presenter: Director of Development Services Otis Spriggs)*

- (c) Presentation of the 2020 Golden Tree Award to Lupe Tortilla, 9211 Highway 6, for outstanding contribution to our community's landscape. *(Proposed presenter: City Forester/Horticulturist Paul Wierzbicki)*

#### **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**

#### **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 September 21, 2020 and the special City Council meeting of September 28, 2020. *(Proposed presenter: City Secretary Maria Jackson)*
- (b) Consider approving the designation of acting city managers pursuant to Section 4.01.E of the City Charter of the City of Missouri City, Texas. *(Proposed presenter: City Secretary Maria Jackson)*

#### **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 an interlocal agreement with Fort Bend County for City Hall Drive reconstruction. *(Proposed presenter: Director of Public Works Shashi Kumar)*
- (b) Consider authorizing the purchase of Emergency Operations Center equipment. *(Proposed presenter: Emergency Management Coordinator Trameka Jewett)*
- (c) Consider authorizing an amendment to the strategic partnership agreements for Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, for the provision of fire protection services. *(Proposed presenter: City Attorney E. Joyce Iyamu)*
- (d) Consider authorizing the negotiation and execution of a contract for civil service legal services. *(Proposed presenter: City Attorney E. Joyce Iyamu)*
- (e) Consider ratifying the city manager's decision to submit concerns regarding public, educational, and government ("PEG") fund expenses to the district attorney's office and requesting an investigation.

- (f) Consider authorizing the use of CARES Act funds on the submitted project list. *(Proposed presenter: Director of Financial Services Allena Portis)*

**10. ORDINANCES**

- (a) Consider an ordinance directing the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. *(Proposed presenter: Director of Public Works Shashi Kumar)*

**11. RESOLUTIONS**

- (a) Consider a resolution providing the utility schedule of fees; providing for repeal; and providing an effective date. *(Proposed presenter: Utilities Manager Todd Hoover)*

**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**

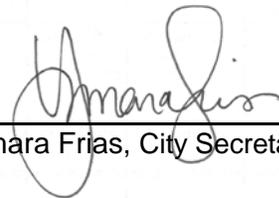
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**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 October 5, 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 October 1, 2020, at 4:00 p.m.



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Yomara Frias, City Secretary Department



**Council Agenda Item  
October 5, 2020**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS**

- (a) Proclaim the week of October 4-10, 2020, as "Fire Prevention Week" in the City of Missouri City, Texas. *(Proposed presenter: Fire Chief Eugene Campbell)*
- (b) Proclaim the month of October as "National Community Planning Month" in the City of Missouri City, Texas. *(Proposed presenter: Director of Development Services Otis Spriggs)*
- (c) Presentation of the 2020 Golden Tree Award to Lupe Tortilla, 9211 Highway 6, for outstanding contribution to our community's landscape. *(Proposed presenter: City Forester/Horticulturist Paul Wierzbicki)*

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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, September 21, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:35 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 5:38 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; City Manager Jones, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Communications Walker, Director of Human Resources and Organizational Development Russell, Fire Chief Campbell, Assistant Fire Chief Partida, and Emergency Management Coordinator Jewett. Also present: Spurgeon Robinson of MPACT Strategic Consulting, LLC.

### 2. DISCUSSION/POSSIBLE ACTION

- (a) Discussion and follow up on the CARES Act activities. *(Proposed presenter: Fire Chief Eugene Campbell)*

Fire Chief Campbell presented on the CARES Act activities. Spurgeon Robinson presented an overview on the timeline of events through December 30. Robinson spoke on the CARES Act project implementation support activities and technical assistance key activities as follows: Rental, Mortgage and Utility (RMU) assistance program, Small Business Program, Continuity of Operations (COOP), and QA/QC and Technical Assistance. Chief Campbell discussed businesses in the City that may qualify. Robinson further spoke on the Small Business Emergency Grant Assistance Program. Chief Campbell discussed the next steps and changes to be considered. He noted they would be ready to start accepting applications through the Rental, Mortgage and Utility assistance program on September 28, if approved. He added that they would start accepting applications for the Small Business Emergency Assistance Program on October 11, if approved. City Manager Jones stated they received feedback from both residents and business owners, which was why they presented this recommendation. He noted the program would act as a grant, not as a loan, and he stated they would be proposing a loan program to help businesses grow after they have been stable.

Mayor Ford stated the City received written public comments and requests to speak before City Council for agenda item 2a. City Secretary Jackson read the written comments before City Council.

**Bobby English**, 2021 FM 1092, wrote in favor of agenda items 2a and 2c.

**Melanie Allen**, 2435 Texas Parkway #M, wrote in favor of the proposal of grants and forgivable loans.

**Lora Mayes**, 2331 Alassio Isle Court, wrote in favor of forgivable loans.

**Sonya Adams**, 3506 Bahia Court, wrote in favor of the approval of needed funds.

**Valencia Bell**, 3022 Flintwood, wrote in favor of maintaining businesses on FM 2234.

**Cheryl Ball**, 2718 Green Meadow Court, wrote in favor of agenda items 2a and 2c.

**Wesleyne Greer**, 9119 Hwy 6 #230-144, wrote in favor of agenda items 2a and 2c.

**Ella Bilton**, 2543 Shadow Oaks Drive, wrote in favor of agenda items 2a and 2c.

**Myla Brigance**, 923 Turtle Creek Drive, wrote in favor of agenda items 2a and 2c.

**Bonita Billings**, 6202 Copin Lake Lane, wrote in favor of agenda items 2a and 2c.

**Tamie Campbell**, 1219 Kings Creek Trail, spoke in support of agenda items 2a and 2c.

**Darryl Austin**, 3434 FM 1092 #290, spoke in support of agenda items 2a and 2c.

**Dr. Ronald Events**, 3334 FM 1092 #430, spoke in support of small businesses in Missouri City.

**Hugh Tillman**, 9303 Highway 6 #100, spoke in support of agenda items 2a and 2c.

Councilmember Maroulis asked how they would communicate and how often would they communicate this information to the entire City. City Manager Jones stated they intended to market the program and provide a weekly status report to City Council and the community. Robinson stated the City would lead outreach efforts with the public and nonprofit providers that would then communicate the launch of the program.

Maroulis asked why the MPACT fees were so high. Robinson stated the fees were comparable to any other program of similar size and believed they were reasonable. Maroulis asked if they could collaborate with workforce solutions to hire local residents. Robinson stated they try to hire local and a number of team members were from the same county.

Pertaining to the outreach to the business community, Councilmember Boney asked what their needs were, were all businesses contacted, and how were they contacted. Chief Campbell stated the original survey was in collaboration with the Communication Department and held through the City's website and reader boards on Highway 6. Director of Communications Walker went into further detail regarding outreach to local businesses. Boney asked if the survey that went out was pertaining to a loan or grant; if those that responded wanted a loan versus a grant; or, were they responding to the grant question itself. Jones stated they were responding to the grant questions itself. Boney stated he was glad to hear more funds were allocated to small businesses.

Councilmember Emery inquired if the program was on the first come first serve basis; if people were aware of the program; and, if so, were they ready to go. He stated this needed to be communicated better as there were businesses just learning about this. Jones stated they were marketing it citywide using social media, the City's website, and billboards. Robinson stated business owners would all be able to access the website on the October 11 when the website goes live. He noted that during this timeframe, businesses would be canvassed. Walker stated they would do another push based on City Council's discussion tonight and would do another round of canvassing.

Councilmember Emery asked if there was a set amount that each applicant could receive or was it based on their lease or mortgage. Jones stated there was no cap on the amount as most small business pay from \$7,000-\$8,000 per month for lease. He added they hoped they would be able to work with the applicants to negotiate with their landlord for a bargained break.

Councilmember Sterling inquired on the amount of staff members working on this project. Robinson stated they had about four members. Sterling asked how soon applicants would be able to get the funds in their hands. Robinson stated it would take anywhere from 30-45 days, but it would be done before December 30.

Councilmember Edwards inquired if they had an FAQ that could be drafted up. Walker stated they did have an FAQ, and it would be updated based on City Council action tonight.

Councilmember Emery asked if the grant would be paid by the City directly to the property owner and if the City would be reimbursed by Fort Bend County. Robinson stated that was correct and that the County already set up a reimbursement model. Emery inquired if the reimbursed funds from the County would go back to the general fund, which were to be used to fund the program. Jones stated that was correct.

Councilmember Maroulis stated there was a sanitizing robot in the list of expenses and asked how they anticipate using that and if there was another option that could be used instead. Assistant City Manager Atkinson stated they would not be making a recommendation to fund that item and would come back in October with another option. Mayor Ford asked if City Council could be advised the average cost for facilities cleanup due to COVID. Atkinson stated they paid a total of \$7,000 for the months of June and July. Director of Public Works Kumar stated they were cleaning once a month and the average cost was of \$3,000 per month, since March 2020. Councilmember Sterling asked if the robot ran independently. Atkinson stated it did, but that they were no longer planning to do that.

Ford stated the initial discussion was in reference to forgivable loans and turned into giving grants to small businesses. Mayor Pro Tem Preston stated residents and local businesses were the backbone of the community and he was very excited they were able to do this program. Tammie Campbell asked if they could utilize church marquees to spread the word on the small business loans. Walker stated they have asked churches, HOAs, and property managers to put this information out there.

Mayor Ford asked that agenda item 2c be presented at this time. Without objection, staff presented on to agenda item 2c.

- (c) Discuss the proposed small business loan program.

City Manager Jones stated this item was separate from what they were doing with the CARES Act item. He stated this particular program would help business who were in trouble to some level of stability; and, to focus on the overall plan of the Texas Parkway and Cartwright corridors.

Rosa Rios Valdez with BCL, a statewide non-profit lender, presented a concept on the proposed small business loan program. Councilmember Boney inquired on the cost of their services for the City. Valdez stated the cost would include the designing of the program and the management of the loan fund. She added that on a per project basis, the cost would be 1.5% per project cost to the City. Valdez noted the cost would also depend on the complexity and features they ask for the program.

Boney stated he asked for the item to be discussed on the agenda because he wanted more clarity on the small business loan program. He asked how small business would be able to obtain a forgivable loan with no interest and which other cities they were working with that had the same program. Jones stated he was proposing part of this program in the budget as an overall strategy to redevelop the corridor of Cartwright Road and Texas Parkway. He noted it was separate and apart from small business grants which were part

of the CARES Act. Jones added this item was not part of small business assistance but instead this component had to be looked at as an overall effort to begin to redevelop the corridors and to begin to build wealth towards minority investors.

Councilmember Boney asked if it was no longer accurate that they were providing forgivable and grants to small business. Jones stated they moved from forgivable loans to provide an overall grant and this particular program was to help businesses grow their facilities.

Boney asked for clarification and if Jones was indicating the following:

- 1) that it was no longer accurate they were providing forgivable loans to small business but instead were providing grants through funding from CARES Act dollars;
- 2) they were seeking to use tax payer dollars to fund private development; and
- 3) they were looking to do CDC economic development on Texas Parkway and Cartwright Road.

Jones stated they initially talked about forgivable loans but after speaking with businesses, they realized it was not enough money. They moved to then propose grants instead. He added this was being proposed in context with redevelopment just as they do when TIRZ, PID or MUD funds were used to drive investment. Boney stated Jones mentioned this being comparative to TIRZ, PIDS, MUD's dollars for development. He noted for TIRZ, those dollars come from small businesses in the area for specific projects and development. Jones stated those were funded dollars used to leverage investment and to enhance redevelopment efforts.

Councilmember Boney stated the \$1.5 million dollars in the budget was direct tax payer dollars from the general fund that could potentially go to services for the citizens. Jones stated the proposal was to use some general fund dollars to encourage reinvestment and development for the minority businesses along Texas Parkway and Cartwright Road. Valdez noted these were not grant dollars but loans and those funds would be recaptured. Boney asked if they would be recapturing from small businesses or from private investments. Jones stated it would be from both.

Councilmember Sterling asked if this was what they were doing with new businesses coming along. Jones stated that was correct. Boney stated those funds come from the TIRZ. Jones stated some have come from TIRZ while others from tax abatements. Boney feels they could use funds for other items that serve the community as well. Jones stated he placed the item on the budget in order to move ahead and concurred more discussion should be had.

Councilmember Maroulis asked if this would help other business or just those on Texas Parkway. Jones stated they needed to first work on the corridor but Council would vote to define the guidelines. Councilmember Sterling stated it was time to do something for the corridors. Valdez stated \$1.5 million was not very much to invest into minority entrepreneurs and not many cites were doing that.

Councilmember Maroulis asked what the Finance Committee said about the small business program. Jones stated it was talked about at the committee level but noted this was just the initial discussion and they would like to obtain input from City Council and businesses.

Maroulis asked if a business received CARES Act funding would they also receive this loan. Jones stated yes. Maroulis stated he was concerned that if the item had not been placed on the agenda they would not have received this presentation as this was the first time he was hearing of this. He also expressed concern that this presentation was discussed with City Council right before budget adoption and he believed that not to be transparent. Jones stated he disagreed as it was spoken from the beginning of the budget discussion. Boney expressed concerns about the program and stated it was the first he heard of this, as well. He stated they have to be more transparent and communicative with residents as it was their tax dollars at work. Boney added he does not feel comfortable voting for something he does not know much about.

Councilmember Emery stated it seemed like the presentation was to acquire assets and certain items that should have been covered, such as inventory and payroll. He asked if the dollars through the CARES Act could be used as a loan or were they an automatic grant. Spurgeon Robinson stated it would depend on the structure, but it could be used as grant or a loan. Emery noted he was not suggesting they do anything other than a grant under the CARES Act. He asked if the funds could be used for inventory or payroll. Jones stated they could.

Mayor Ford thanked staff for putting this together and stated it was only the beginning. She said the community has asked to revitalize the corridors and Jones has made it clear this item was being set up in the budget. She thanked him as she believed in past years there was very little effort beyond tax abatements that had been done.

Ford stated the City received public comment request for agenda item 2c.

**Hugh Tillman**, 9303 Highway 6 #100, spoke in support of all financial opportunities.

Councilmember Maroulis stated they needed time to vet this, be transparent, and understand it. Councilmember Emery stated that when they put things in the budget it was because they have a definite plan on how to spend it. He was concerned they were putting funds in the budget for a program that was still in the formulation stage and it was a dangerous situation. Mayor Ford stated there was non-discretionary dollars put in the budget for them to use and anything that happens would still have to come before Council for approval. Councilmember Sterling stated they needed to put dollars into the city and target Texas Parkway.

At 7:54 p.m., City Council recessed the special meeting for the regular meeting.

At 10:24 p.m., City Council reconvened into the special meeting.

- (b) Discuss City authorization of private ambulance services. (*Proposed presenter: Fire Chief Eugene Campbell*)

Fire Chief Campbell discussed City authorization of private ambulance services and noted the department has seen an increasing amount of requests. Assistant Fire Chief Partida stated private ambulances were regulated by the Texas Department of State Health Services. In 2019, the city began receiving requests from private start-up ambulance services companies to operate within the city limits to provide non-emergency ambulance services to the citizens of Missouri City. Cities within Fort Bend County have taken a different approaches to reviewing, assessing fees and approving these requests.

Partida stated the City had several options for approving and providing oversight of private ambulances, such as follows:

- Recommendation 1: Discontinue approvals to limit over saturation of private ambulances operating in the city along with others that are not approved; or
- Recommendation 2: Continue to accept applications and approving requests to operate in the city; or
- Recommendation 3: Continue to accept applications and approving requests to operate in the city with an application assessment fee.

Mayor Ford asked if the ambulance services were used to transport a patient to their dialysis services. Campbell stated that was correct and they could be used for a number of non-emergency services. Ford asked if the patients chose a service or how would they know which ambulances serve the City. Campbell stated they do not know as their insurance or clinic may be recommending an ambulance.

Councilmember Maroulis suggested a fourth recommendation where they would limit to approve a certain amount of ambulances per year. Campbell stated if that was Council's wish they would follow that.

Mayor Ford asked if the City would be able to provide non-emergency services and bill for those services. Campbell stated they have never looked into it as they have a contract with Fort Bend County for emergency services. He noted it had not been part of the discussion. Campbell stated for them to provide non-emergency services they would have to look into also getting uniforms, transportation units, checking staffing levels and equipment cost.

Mayor Ford asked if they could provide the fee structures other cities had implemented. Partida went over City of Pearland fee schedule. Ford stated they should look at adding a fee schedule in order to process these applications. Councilmember Sterling, Edwards, Maroulis, and Boney agreed. Councilmember Emery agreed and asked the Fire Chief if he was on board with the fee schedule. Chief Campbell stated it would support staff hours and help with cost recovery. Assistant City Manager Atkinson suggested the Finance Department run a cost analysis. Mayor Pro Tem Preston said he was on board but wanted to make sure the fee was comparable to the city's size. City Manager Jones supports Fire Chief Campbell's request.

Mayor Ford asked the closed executive session be moved to the September 28 special City Council meeting.

There was no **CLOSED EXECUTIVE SESSION**.

(a) **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 attorney.

#### 4. **ADJOURN**

The special City Council meeting adjourned at 10:43 p.m.

Minutes PASSED AND APPROVED this the 5<sup>th</sup> day of October 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
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, September 21, 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 7:54 p.m.

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

### 2. The **PLEDGE OF ALLEGIANCE** was led by Assistant City Manager Martel.

There were no **PRESENTATIONS AND RECOGNITIONS, PUBLIC COMMENTS**, nor **STAFF REPORTS**.

### 6. **CONSENT AGENDA**

- (a) Consider approving the minutes of the special and regular City Council meetings of September 8, 2020.
- (b) Consider an ordinance authorizing the extension of the City of Missouri City, Texas Reinvestment Zone Number Two (TIRZ 2) to 2049; and consider the ordinance on the second and final reading.
- (c) Consider an ordinance authorizing an amendment to the City of Missouri City, Texas Reinvestment Zone Number Two (TIRZ 2) Project and Financing Plan; and consider the ordinance on the second and final reading.
- (d) Consider an ordinance amending the City of Missouri City Personnel Policy; amending drug testing policies for certain employees; and consider the ordinance on the second and final reading.
- (e) Consider an ordinance authorizing the crediting of updated service credits in the Texas Municipal Retirement System for certain City of Missouri City employees; providing for increased annuities for certain City of Missouri City retirees and beneficiaries of deceased retirees; and consider the ordinance on the second and final reading.
- (f) Consider authorizing the renewal of a depository contract.
- (g) Consider authorizing a request for the waiver of penalty and interest.

Councilmember Edwards moved to approve the Consent Agenda pursuant to recommendations by City Staff. 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

## 7. PUBLIC HEARINGS AND RELATED ACTIONS

### (a) Zoning Public Hearings and Ordinances

- (1) Consider an ordinance for a specific use permit authorizing the use of an approximate 20-acre tract of land zoned as SD suburban district to provide for the development of a place of assembly for a proposed Fort Bend Independent School District (FBISD) elementary school site; and consider a related ordinance on the second and final reading. The subject site is located at the northeast corner of Knights Court and Thompson Ferry Road, north of Stonebrook at Riverstone, north and west of Elkins High School and east of the Creekstone Village at Riverstone residential subdivision.

Planning Manager Thomas Gomez presented an overview on the second reading of the proposed elementary school site. Councilmember Maroulis spoke on the public notice and if the distance could be expanded on who would be notified. He suggested when they see certain triggers if they could extend the radius of notification. Gomez stated they would do so. Maroulis thanked Fort Bend Independent School District to listening to their concerns. Councilmember Emery thanked the FBISD design team for listening and accommodating them.

Councilmember Emery moved to approve 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

### (b) Public Hearings and related actions

- (1) Public hearing on the approval and adoption of the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and consider a related ordinance on the first and final reading.

Director of Financial Services Portis presented on the approval and adoption of the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

Councilmember Edwards moved to open the public hearing at 8:39 p.m. 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

Councilmember Boney inquired who selected the stakeholders and who did the Community Development Corporations (CDC) report to. City Manager Jones stated it would be City Council. Boney asked if City Council was responsible for appointing individuals to the CDC and if they would have oversight over them. Jones stated that was correct and it was similar to the system they had with the golf course. Boney asked if they were working to resolve that; has that not already been addressed by the other CDC's in the region; and, if they could collaborate with them. Jones stated that he believed that as long as it had a focus for the corridor and the City, it would be worthwhile; however, they do need to make sure they had a CDC that was

focused on redeveloping the corridor. Jones stated he was asking Council to make a concerted effort to vote on a budget that would be inclusive of investing in the corridors.

Councilmember Emery inquired on the use of the general fund dollars that were over prescribed 30%. He stated the displays indicate the surplus dollars should be used for one-time funding and asked if they were funding the new Communications employees with the Lean Six Sigma Program. Jones noted the current policy was of 20-30% overall. Portis explained that the use of fund balances were only being used for one-time expenditures and the personnel item Emery described was included in the base budget. She noted some of the personnel funds were funded through the reallocation of existing funds. Portis added that the one-time expenditures that the fund balance was being used for was as follows:

- \$1.8 million for the Sidewalk Repair Replacement Program;
- \$1.5 million for Small Business Loans; and,
- \$200,000 for CDC and contracts for the Lean Six Sigma Program.

Councilmember Emery restated his question, as he did not receive an answer. He asked if the dollars to fund the new positions were coming out of the excess of the general fund reserves over the 30% threshold that they must maintain. Portis stated they were not and were part of the regular operating budget. She noted they were approved through a supplemental request that would be added in the budget in the future. Assistant City Manager Atkinson clarified they were operational revenues above and beyond one time revenues.

Councilmember Maroulis asked if they could reconsider the full time positions to be reallocated to positions in the Parks and Recreation Department and the Public Works Department instead. Jones stated it was his proposal of the budget to Council and highly suggested that they do not reallocate. He recommended they become a data driven organization and begin making decisions off data. Maroulis believed they need additional park takers and permit representatives instead of communication employees. Jones stated that when evaluating it from an operations standpoint, he thinks there was a lack of appropriate processes. Councilmember Sterling thanked Jones as she noted one of the first thing she asked, when elected, was about a data driven organization. Councilmember Maroulis stated he believed they should assist the Lexington Settlement subdivision that has been flooding for the past five years and investment funds in the parks. He stated that regarding the CDC, he does not see any data that they need it. Maroulis believes that the City Manager Office lacks transparency in proposing a CDC on a Friday night before the Monday City Council meeting. Jones stated he has been actively looking into what was the best way to develop the corridor, as nothing had been done over the last decade. He believes this approach was proven to work around the country and in the region. Maroulis stated they were making a decision on large amount of money but did not receive enough information to make that decision. Jones agreed that they need to have more discussion, but noted they would have thorough conversations before anything was finalized.

Councilmember Emery stated he believed now was not the time to increase the budget in order to add full time employees. Councilmember Edwards noted citizens need to be better informed on the CARES Act, which was one of the reasons for additional staff in the Communications Department. Mayor Ford noted the last City Manager stated they operated the city with less number of employees for cities their size and she requested the numbers. Atkinson stated he did not recall the exact number. Ford believed they were operating with 25% less staff than cities their size.

Councilmember Boney reiterated the importance of the corridors to him but noted that if the TIRZ was like a CDC, then they already had what they needed. He said he was sure if the taxpayers had the opportunity to choose what was important to them, they would choose the repair of sidewalks and beautification of the city over the CDC. Boney asked the CDC be removed from the budget and increase the Parks and Recreation Department or the Permits Division by two instead of adding those positions to the Communications Department. Otherwise, he would find it difficult to vote for the budget as is.

Councilmember Edwards moved to close the public hearing at 9:12 p.m. 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

Councilmember Edwards moved to approve the ordinance. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Councilmember Boney stated he was in support of the tax break the residents were going to receive, but was concerned with the lack of transparency of the current administration, the CDC program and the increase in positions.

Councilmember Emery echoed what Councilmember Boney stated. He was concerned with adding people around a problem and thinking it will solve the issue. Emery stated all departments should do the best they could with the staff they have.

Councilmember Maroulis stated he wished he could have solved flooding in Lexington Settlement and Lake Colony, and wished he know more about the CDC. He would like the business in District C to have the opportunity to capitalize on the grants/loans, but did not get the feeling they would be able to do so.

Mayor Ford stated everyone would benefit from the programs. Ford asked how the past budget years looked versus this year. Jones stated that this year the same approach was used and they were \$2-3 million over.

Councilmember Edwards moved to ratify the increase in property tax revenues reflected in the Fiscal Year 2021 budget as presented. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (2) Public hearing to receive comments for or against an amendment to the strategic partnership agreements between the City of Missouri City, Texas, and Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, to provide for fire protection services.

City Attorney Iyamu presented on the strategic partnership agreements between the City of Missouri City, Texas, and Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, to provide for fire protection services.

Councilmember Maroulis moved to open the public hearing at 9:27 p.m. 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

With no public comments, Councilmember Boney moved to close the public hearing at 9:27 p.m. 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

- (3) Public hearing to receive comments for or against an annexation for the limited purpose of providing fire protection services to Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively.

City Attorney Iyamu presented on the annexation for the limited purpose of providing fire protection services to Sienna Municipal Utility District Numbers 1, 5, 6, and 7. She noted her office did not receive any objection to the limited purpose.

Councilmember Edwards moved to open the public hearing at 9:30 p.m. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

With no public comments, Councilmember Edwards moved to close the public hearing at 9:31 p.m. 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

## 8. **APPOINTMENTS**

- (a) Consider nominating and casting votes for candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees.

City Secretary Jackson presented on the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees and explained the voting process to choose candidates to serve on the board. Councilmember Sterling asked if there was any information on each of the candidates. Jackson noted the biography of the candidates were in the cover memo from the agenda packet. Councilmember Sterling requested additional time to review the candidates before a decision was made.

Councilmember Boney moved nominate and cast votes to the following candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees: Robert T. Herrera to Place 1; John W. Fullen to Place 2; Jeffrey Snyder to Place 3; and, Dave Martin to Place 4. Councilmember Maroulis. **MOTION FAILED.**

Ayes: Councilmember Boney, Councilmember Maroulis and Councilmember Emery

Nays: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards and Councilmember Sterling

Councilmember Sterling moved to place item 8a on the September 28 special City Council meeting agenda. Councilmember Edwards. **MOTION PASSED UNANIMOUSLY.**

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

## 9. AUTHORIZATIONS

(a) Consider authorizing the corridor enhancements monument signs construction contract.

Director of Public Works Kumar presented on the corridor enhancements monument signs construction contract. Kumar noted the first phase had been completed while the second phase had been bided out and it would cost about \$3,500. Mayor Ford asked how many phases did this project have. Kumar stated it had three phases and noted the last phase was being designed.

Mayor Pro Tem Preston moved to authorize the corridor enhancements monument signs construction contract. Councilmember Maroulis. **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 purchase of air regulators.

Fire Chief Campbell presented on the purchase of air regulators. Councilmember Edwards asked about the lifespan of the regulators. Campbell stated it could be up to 5-7 years if used daily.

Councilmember Edwards moved to authorize the purchase of air regulators. 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 the negotiation and execution of a bed maintenance contract.

Director of Parks and Recreation Mangum presented on the bed maintenance contract. Councilmember Emery asked if any additional beds would be considered under the contract or would they only maintain the same locations. Forester/Horticulturist Wierzbicki stated they were adding the library landscaping and in the next fiscal year, they would add a month's maintenance of the Texas Parkway and Cartwright Road medians.

Councilmember Boney moved to authorize the negotiation and execution of a bed maintenance contract. 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

## 10. ORDINANCES

- (a) Consider an ordinance providing for the assessment, levy, and collection of ad valorem taxes for the City of Missouri City, Texas, for the tax year 2020 and for each year thereafter until otherwise provided; providing the date on which such taxes shall be due and timely paid; and authorizing an additional penalty for the collection of delinquent ad valorem taxes in lieu of recovering attorneys' fees; and consider the ordinance on the first and final reading.

Councilmember Edwards moved to adopt the rate of \$0.453530 for the maintenance and operations component of the tax rate. Mayor Pro Tem Preston seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

Councilmember Maroulis moved to adopt the rate of \$0.144505 for the debt service component of the tax rate. 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

Councilmember Boney moved to adopt the ordinance providing a property tax rate of \$0.598035. Councilmember Edwards 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 establishing certain programs to address the COVID-19 pandemic; authorizing the use of city funds for such programs.

Assistant City Manager Atkinson presented an overview on programs for the COVID-19 pandemic. Councilmember Maroulis expressed his concerns on the cost of MPACT Strategic Consulting.

Councilmember Maroulis moved to approve the resolution. 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 a resolution amending the utility schedule of fees.

Utilities Manager Todd Hoover presented on the amendment to proposed pumpage fees. Director Kumar presented on the adjustments made on the rates but noted they were one of the lowest rates in the region.

Councilmember Emery asked where they were on the scale of meeting the mandate of being 60% service water by 2025. Hoover stated they were at 32% at the moment and were in line on meeting their goal. Kumar stated they had seen a lot of growth and were very confident they would meet the mandate.

Councilmember Emery asked if the expenses were audited and assured they were appropriate for the operation. Kumar stated the majority of expenses came from the additional water purchased but as more customers were added they would be one of the lowest cost providers of the region.

Councilmember Emery 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

- (c) Consider a resolution authorizing the city manager to negotiate and execute licenses for locating mobile food units (food trucks) on certain City of Missouri property.

Mayor Ford stated City staff requested this item be pulled from the agenda.

## 12. CITY COUNCIL ANNOUNCEMENTS

Mayor Pro Tem Preston thanked the City's residents, staff, and Councilmember Edwards who participated in the Park Clean-Up Day.

Councilmember Edwards echoed what Mayor Pro Tem Preston stated and gave a shout out to Allison Vickery from the Parks and Recreation Department who coordinated the event. She also thanked the Communications Department for capturing the moment and the residents who participated.

Councilmember Sterling echoed what Councilmember Edwards stated. She stated she and Mayor Pro Tem Preston met with an organization for the redevelopment of a center on Texas Parkway.

Councilmember Boney thanked the sorority who let him participate on a virtual panel that discussed the importance of voting. He also participated on the 2020 Census caravan and encouraged all residents to fill out the census.

Councilmember Maroulis thanked Walmart and residents who helped clean the trail along the Walmart area.

Councilmember Emery thanked staff for putting together the budget presentation.

## 13. ADJOURN

The regular City Council meeting adjourned at 10:24 p.m.

Minutes PASSED AND APPROVED this the 5<sup>th</sup> day of October 2020.

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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, September 28, 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; City Manager Jones, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Communications Walker, and Director of Human Resources and Organizational Development Russell.

### 2. DISCUSSION/POSSIBLE ACTION

- (a) Second and final public hearing to receive comments for or against an amendment to the strategic partnership agreements between the City of Missouri City, Texas, and Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, to provide for fire protection services.

City Attorney Iyamu presented on the strategic partnership agreements between the City of Missouri City, Texas, and Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively, to provide for fire protection services.

Councilmember Maroulis moved to open the public hearing at 6:04 p.m. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

With no public comments, Councilmember Maroulis moved to close the public hearing at 6:04 p.m. Councilmember Edwards 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) Second and final public hearing to receive comments for or against an annexation for the limited purpose of providing fire protection services to Sienna Municipal Utility District Numbers 1, 5, 6, and 7, respectively.

City Attorney Iyamu presented on the annexation for the limited purpose of providing fire protection services to Sienna Municipal Utility District Numbers 1, 5, 6, and 7.

Mayor Pro Tem Preston moved to open the public hearing at 6:06 p.m. 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

With no public comments, Councilmember Edwards moved to close the public hearing at 6:07 p.m. 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

- (c) Consider nominating and casting votes for candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees.

Councilmember Edwards moved to suspend Section 2-81 of the Missouri City Code to suspend the 90-day requirement to reconsider nominating and casting votes for candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees. 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

Councilmember Edwards moved to reconsider nominating and casting votes for candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees. 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

Councilmember Edwards moved to nominate and cast votes for the following candidates to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees: Robert T. Herrera to Place 1, John W. (Buzz) Fullen to Place 2, George Hyde to Place 3, and Robert S. Hauck to Place 4. **MOTION PASSED.**

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

**3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:12 p.m.

- (a) **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 attorney.

**4. RECONVENE**

At 6:28 p.m., City Council reconvened into open session. No action was taken.

**3. ADJOURN**

The special City Council meeting adjourned at 6:28 p.m.

Minutes PASSED AND APPROVED this the 5th day of October 2020.

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(b) Designation of Acting City Managers  
**Submitted by:** Maria Jackson, City Secretary

### SYNOPSIS

The City Charter, in Section 4.0.1E, requires the city manager to designate a qualified administrative officer of the City to perform the duties of the city manager in his absence or disability, with such designation to be approved by council.

*“E. Acting city manager: The city manager, within sixty (60) days after taking office shall designate by letter filed with the city secretary, a qualified administrative officer of the city to perform the duties of the in his absence or disability and to then be known as “acting city manager.” Such designation shall be subject to approval by council. No person while serving as a member of city council or as the city secretary shall ever serve at the same time as city manager or as acting city manager. No member of the city council shall, during the time for which he is elected or for two (2) years thereafter, be chosen as city manager or acting city manager.”*

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team.

### BACKGROUND

City Manager Jones has requested to designate Assistant City Manager Bill Atkinson and Assistant City Manager Glen Martel as acting city managers in his absence or disability. Such designation is subject to approval by City Council.

### SUPPORTING MATERIALS

1. City Manager Designation Letter

### STAFF'S RECOMMENDATION

Approve designation of acting city managers in the absence or disability of the City Manager.

**Director Approval:** Maria Jackson, City Secretary



**Council & Management**

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1522 Texas Parkway  
Missouri City, Texas 77489

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

September 21, 2020

Maria Jackson, TRMC, CPM  
City Secretary  
1522 Texas Parkway  
Missouri City, TX 77489

Re: Acting City Manager

The City Charter, in Section 4.0.1E, requires the city manager to designate a qualified administrative officer of the City to perform the duties of the city manager in his absence or disability, with such designation to be subject to the approval of the council.

*“E. Acting city manager: The city manager, within sixty (60) days after taking office shall designate by letter filed with the city secretary, a qualified administrative officer of the city to perform the duties of the in his absence or disability and to then be known as “acting city manager.” Such designation shall be subject to approval by council. No person while serving as a member of city council or as the city secretary shall ever serve at the same time as city manager or as acting city manager. No member of the city council shall, during the time for which he is elected or for two (2) years thereafter, be chosen as city manager or acting city manager.”*

This letter is to request that Assistant City Manager’s Bill Atkinson and Glen Martel be designated as the acting city manager interchangeably in the absence of the City Manager.

Sincerely,

Odys Jones  
City Manager



**Council Agenda Item  
October 5, 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

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Consider authorizing an interlocal agreement with Fort Bend County for City Hall Drive reconstruction project  
**Submitted by:** Shashi K. Kumar, P.E. Director of Public Works and City Engineer

### SYNOPSIS

The City proposes to enter into an Interlocal Agreement (ILA) with Fort Bend County (FBC) to reconstruct City Hall Drive that encompasses the City Hall campus from Texas Parkway to Scanlin Road as shown in the attached Missouri City Drive vicinity map. The authorized 2017 Fort Bend County mobility funds for Watts Plantation Rd. are being re-purposed to fund this re-construction project along with a 50% matching funds from the City.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Grow business investments in Missouri City
- Have quality development through buildout

### BACKGROUND

Based on the approved 2017 FBC mobility project list, funding (\$1.1 Million) was allocated for the extension of Watts Plantation Rd. However, the matching City funds required to implement this project is approximately \$3.3 Million. In addition, right-of-way (ROW) is required to be dedicated for this project. Due to limited transportation funds and lack of ROW, the City approached FBC to re-purpose allocated funds to another needed project within the same FBC precinct with a smaller price tag to implement. This decision was made upon consultation with City Council. If these 2017 mobility bond funds are not "locked-in" thru an ILA, the City is at the risk of losing \$1.1 million appropriated to mobility projects with FBC Precinct No. 2

The City Hall Drive provides access to the Missouri City-City Hall complex, the Houston Community College campus, and the FBC Library.

Due to the age of the roadway and also attributed to heavy construction traffic during the Fort Bend Library expansion\construction, the existing pavement condition has deteriorated. Further, this existing roadway will be extended to provide connectivity to Scanlin Road as shown in the vicinity map to accommodate the proposed Veteran's Memorial project. This proposed re-construction and extension will in general enhance mobility and connectivity in the area.

Under the terms of the ILA (attached), Fort Bend County (FBC) has allocated a maximum contribution of \$1,100,000, which can be used towards construction and design phase services for City Hall Drive project. Also, per the ILA, a 50% matching contribution from Missouri City is required. By entering into this ILA with FBC, Missouri City will be leveraging up to \$1.1 Million in funding to rehabilitate a major entry way and corridor that provided access to City and County Facilities.

The estimated cost of City Hall Drive re-construction is approximately \$1.8 Million. The City's 50% matching contribution is being funded thru "METRO" funds. Upon execution of the ILA, the project is scheduled for construction in the summer of 2021.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY 2021 Funds Budgeted	FY 2021 Funds Available	Amount Requested
FBC Mobility Bonds				\$1,100,000	
METRO Funds	401-53593-40-401-		\$1,207,387*	\$1,207,387	\$900,000

\*Unspent FY 2020 balance of \$1,207,387 will roll-forward to FY 2021.

**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**

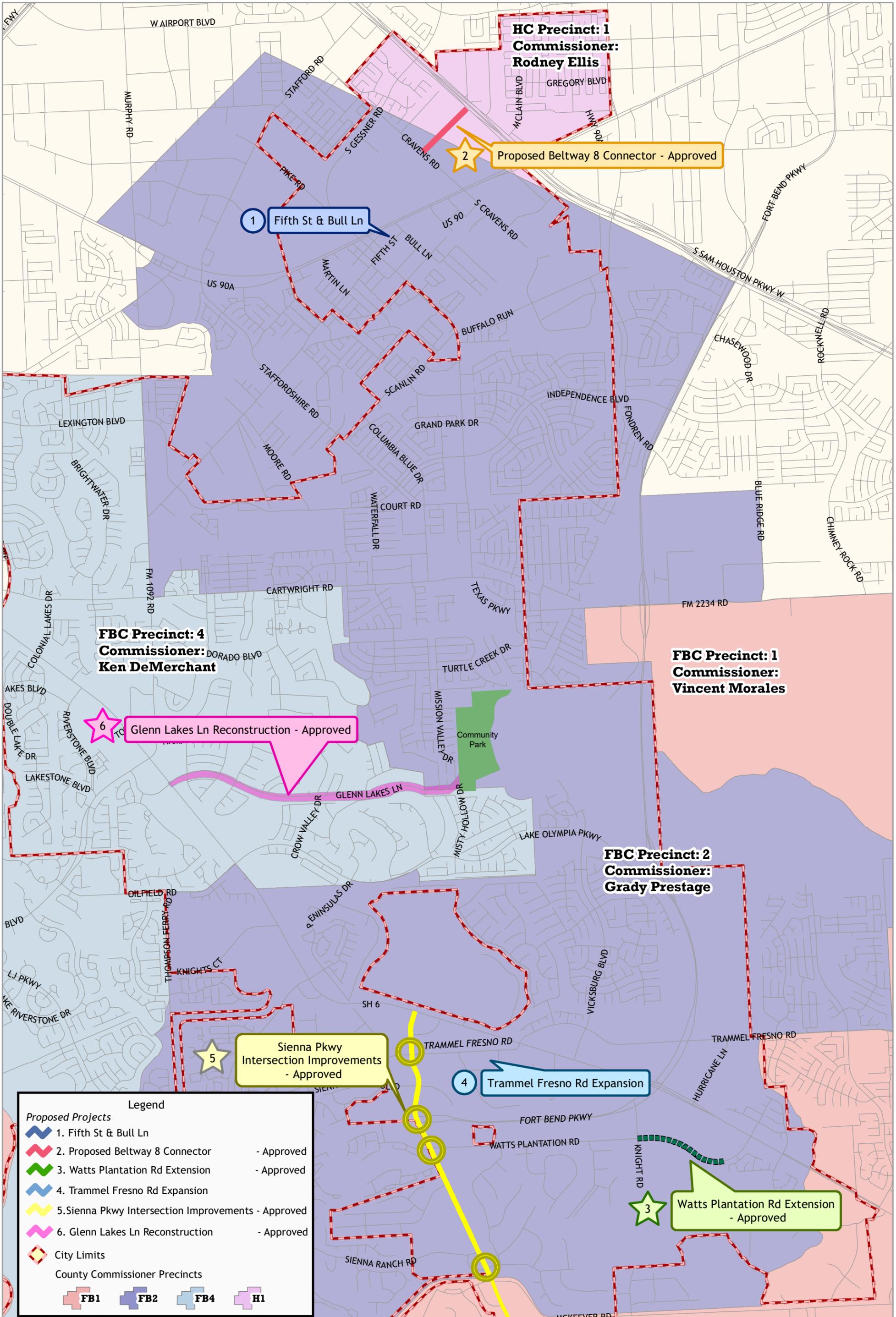
1. Fort Bend County Mobility Projects Map
2. 2017 Approved Mobility Project – Watt’s Plantation Road
3. Missouri City Drive Vicinity Map
4. Missouri City Drive Pavement Condition Exhibit
5. ILA with Fort Bend County

**STAFF’S RECOMMENDATION**

It is the staff’s recommendation to City Council to authorize the Mayor to enter into an Interlocal Agreement with Fort Bend County for the City Hall Drive reconstruction project.

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

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



**FBC Precinct: 4**  
**Commissioner:**  
**Ken DeMerchant**

**HC Precinct: 1**  
**Commissioner:**  
**Rodney Ellis**

**FBC Precinct: 1**  
**Commissioner:**  
**Vincent Morales**

**FBC Precinct: 2**  
**Commissioner:**  
**Grady Prestage**

**Legend**

**Proposed Projects**

- 1. Fifth St & Bull Ln
- 2. Proposed Beltway 8 Connector - Approved
- 3. Watts Plantation Rd Extension - Approved
- 4. Trammel Fresno Rd Expansion
- 5. Sienna Pkwy Intersection Improvements - Approved
- 6. Glenn Lakes Ln Reconstruction - Approved
- City Limits

**County Commissioner Precincts**

- FB1**
- FB2**
- FB4**
- H1**

**FORT BEND COUNTY  
2017 MOBILITY PROJECTS**

PROJECT NO.	PROJECT	LIMITS		AGENCY PARTNER	DESCRIPTION	PROJECT COST	PROPOSED BOND AMOUNT
		FROM	TO				
2- 09	Bellaire Boulevard	500 feet west of FM 1464	Westmoor Drive	County	Second half of the 4-lane boulevard, concrete curb and gutter with storm sewer	\$1,667,200	\$1,670,000
2- 10	Watts Plantation Road	Knight Road	Existing Boulevard 1,300 feet south of SH 6	Missouri City	2-lane half boulevard, concrete curb and gutter with open ditches	\$4,526,400	\$1,100,000
2- 11	Belknap Road	West Belfort Boulevard	Harris County Line	County	4-lane boulevard, concrete curb and gutter with storm sewer	\$9,104,200	\$9,110,000
2- 12	Westmoor Drive	Bellaire Boulevard	FM 1093	County	Second half of the 4-lane boulevard, concrete curb and gutter with storm sewer	\$1,927,200	\$1,930,000
2- 13	Cash Road	South Kirkwood Road	560 feet east of Royal Drive	Stafford	4-lane boulevard, concrete curb and gutter with storm sewer	\$2,402,200	\$980,000
2- 14	Beltway 8 Connector	Beltway 8	Cravens Road	Missouri City	3-lane road, concrete curb and gutter with storm sewer	\$3,311,900	\$970,000
2- 15	West Airport Boulevard	I-69	FM 1092 (Murphy Road)	Stafford	6-lane road, concrete curb and gutter with storm sewer	\$6,627,600	\$2,740,000
2- 16	Trinity Drive Extension and Culverts	North of TI Ditch	Bluebonnet Drive	Stafford	2-lane road, concrete curb and gutter with storm sewer, including crossing of existing ditch	\$402,500	\$110,000
<b>PRECINCT TWO - TOTAL</b>						<b>\$95,967,100</b>	<b>\$55,610,000</b>
3- 01	Twinwood Ranch Road - Segment 1	FM 1093	Jordan Road (Woods Road)	County	2-lane asphalt roadway and drainage improvements as required	\$13,528,700	\$11,890,000
3- 02	Twinwood Ranch Road - Segment 2	FM 1093	FM 1489	County	2-lane asphalt roadway and drainage improvements as required	\$6,079,400	\$1,810,000
3- 03	Grand Parkway (SH 99) Frontage Road - Segment 1	1,000 feet north of Cinco Ranch Boulevard	Westheimer Parkway	County	2-lane concrete southbound frontage road; relocation of the ramps connecting to the main lanes; drainage improvements and signage relocation.	\$6,191,300	\$4,900,000
3- 04	Grand Parkway (SH 99) Frontage Road - Segment 2	1,000 feet north of Fry Road	FM 1093	County	2-lane concrete southbound frontage road; relocation of the ramps connecting to the mainlanes; drainage improvements and signage relocation.	\$15,423,400	\$12,600,000
3- 05	Roesner Road - Segment 1	End of existing Roesner Road	Westheimer Parkway	County	4-lane boulevard; concrete curb & gutter with storm drainage; including bridge at Buffalo Bayou (DESIGN ONLY)	\$1,580,000	\$1,580,000





**Missouri City Drive – Pavement and Curb Deterioration, Cracking**



**Missouri City Drive – Pavement Deterioration, Cracking**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

**INTERLOCAL AGREEMENT FOR CITY-MANAGED MOBILITY PROJECT  
FORT BEND COUNTY PROJECT NO. 17219X – MISSOURI CITY DRIVE**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Missouri City, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (“City”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“County”). The City and the County may be referred to collectively as the “Parties”.

**RECITALS**

WHEREAS, in 2017 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities (“Mobility Projects”) that are funded in part by the state or federal government; and

WHEREAS, the project contemplated in this Agreement is the construction or roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Parties assert that the Project, as defined below, is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

## AGREEMENT

### **Section 1. Purpose**

The purpose of this Agreement is to outline the funding obligations related to the improvements to Missouri City Drive.

### **Section 2. Definitions**

- A. **City** means the City of Missouri City, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the reconstruction and extension of Missouri City Drive from Texas Parkway to Scanlin Drive.
- D. **Eligible Project Costs** means costs, as determined by County, for construction of roadway improvements, including engineering design and services related to the completion of Plans, Specifications and Estimates (“PS&E”), Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5’) wide. Eligible Project Costs shall exclude, unless otherwise stipulated herein, design and construction costs related to landscaping, irrigation, lighting, hike & bike trails, reconstruction of utilities, except utility conflicts created by the construction of Project elements, and design and construction costs of upgrades to eligible project components and similar facilities requested by the City to be included in the Project.

### **Section 3. Incorporation of Recitals**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

### **Section 4. County’s Rights and Obligations**

- A. During the work on the Project, County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Any deficiencies brought to the attention of City by the County shall be promptly addressed by City.
- B. County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.
- C. The County’s sole obligation under this Agreement is to provide the funding for Eligible Project Costs to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:

- (1) Fifty Percent (50%) of Eligible Project Costs; or
- (2) \$1,100,000.00

D. The County is not obligated to expend any further funds above \$1,100,000.00 on the Project from the 2017 General Obligation Bonds or any other sources of funding, nor shall the County's share of the Project exceed fifty percent (50%) of the cost of Eligible Project Costs.

E. The County will forward the lesser amount as detailed in Section 4. D., above to the City upon the City's award of the construction contract for the Project. The City will forward to the County a request for payment that includes sufficient detail for the County to review the low bidder submittal. The County will forward payment to the City within thirty (30) days of approval of the construction contract from the City Council and a request from the City for payment.

F. Should the City fail to initiate Project design or construction by the dates provided below, or elect to forego construction for any reason, the County shall have, within its sole discretion to exercise, the right to re-allocate its contribution as it determines appropriate.

#### **Section 5. City's Rights and Obligations**

A. The City is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

B. The City agrees to initiate design of the Project no later than March 31, 2021.

C. The City agrees to initiate construction of the Project no later than December 31, 2021.

D. The City agrees that the improvements constructed under this Agreement, except those specifically identified as being County facilities, are the City's public infrastructure and shall be operated and maintained by the City.

E. In the event the City fails to initiate Project design or construction within the time prescribed above, determines the Project lacks feasibility, or for any other reason elects to forego its construction, the City shall provide written notice to the County of such failure or its decision to forego construction. This Agreement shall automatically terminate upon the City's election to forego construction of the Project. However, in the case of the City's delay in initiating Project design or construction, the County shall have the option to proceed with its obligations under this Agreement, notwithstanding such delay. Upon an election to terminate this Agreement under any circumstances, City agrees to refund all amounts provided by County, if any, upon thirty (30) days of said notice to the County.

F. The City shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

G. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2017 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs,

reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

H. Upon completion of the Project, but no later than 60 days after, the City will furnish the County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County Auditor may review the City's records regarding this Project.

I. If, after completion of Project and the City's receipt of the funds as stated in Section 4, there are funds remaining and/or savings from Project, City shall return such funds to County within thirty (30) days of County acceptance of full accounting required in Section 5.H. above.

#### **Section 6. Liability**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

#### **Section 7. Maintenance**

Upon completion of the Project, the City shall maintain the portion of the Project within its jurisdiction.

#### **Section 8. Limit of Appropriation**

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of (i.) Fifty Percent (50%) of Eligible Project Costs, or (ii.) \$1,100,000.00, WHICHEVER AMOUNT IS LESS, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed Fifty Percent (50%) of Eligible Project Costs or \$1,100,000.00, WHICHEVER AMOUNT IS LESS.

C. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

#### **Section 9. Insurance Requirements**

City agrees that it will require Contractor's insurance policies name County as well as City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within thirty (30) days of City's award of the contract for the Project construction.

**Section 10. Assignment**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**Section 11. No Third Party Beneficiaries**

The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**Section 12. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department  
Attention: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

City: City of Missouri City, Texas  
Attention: Mayor  
1522 Texas Parkway  
Missouri City, Texas 77489

**Section 13. Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all Parties hereto. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

**Section 14. Execution**

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until (i.) September 30, 2022, (ii.) the Project is complete, or (iii.) the Agreement is terminated otherwise as provided herein; and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is soon est.

**FORT BEND COUNTY, TEXAS**

**CITY OF MISSOURI CITY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

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

Date \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

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

APPROVED:

\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, Fort Bend County Auditor



Total CARES Funding	\$4,108,775
<u>Expenditures Approved By City Council (8-3-2020)</u>	<u>(\$2,280,848)</u>
Funds Remaining	\$1,827,927
Proposed Hazard Pay Program Costs	TBD
Allocations for Community Survey Responses	TBD

**Purchasing Review:** Shannon Pleasant - 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. Quote

**STAFF'S RECOMMENDATION**

Fire Department is recommending Council approves the purchase for EOC upgrades using CARES funding

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

**Assistant City Manager/  
City Manager Approval:** Odis Jones, City Manager

**Customer:** City of Missouri City  
**Project Name:** EOC Upgrade  
**Date:** September 24, 2020  
**Estimator:** James Perez



Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal regarding the City of Missouri City EOC Upgrade project.

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Respectfully,

James Perez  
Account Manager  
Cell: (281) 743-9844  
[jwperez@ncs-tx.com](mailto:jwperez@ncs-tx.com)



**\*\* Proposal \*\***

**September 24, 2020**

**Project Number: 8414**

**For :**

**EOC UPGRADE**

Network Cabling Services  
 12626 Fuqua Street  
 Houston, TX 77034  
 281-484-1777 Fx 281-484-1776

City of Missouri City  
 Jobi Mathew  
 IT Department  
 3845 Cartwright Rd  
 Missouri City, TX 77459  
 Tel: 2814-403-8960

<b>Mfr-Part No.</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended</b>
<b>EOC TRAINING</b>				
	1	Demo Existing Screens and Projectors		
	2	NEC PA653UL 6500 Lumens Laser Projector		
	2	NEC NP30ZL Lens		
CHIEF	2	HEAVY DUTY PROJECTOR MOUNT		
CHIEF	2	CMA-110 FLAT CEILING PLATE		
CHIEF	2	ADJ. PIPE 36" TO 60" WHITE		
LIBERTY	2	10G HDMI OPTICAL CMP 23M CBL		
DALITE	1	IDEA PANORAMIC 59.5"X192" VA 16:9 FLMT		
	1	Planar PCT2265 22 inch Wide Black Touch Screen		
CRESTRON	1	Digital Graphics Engine 200 with 4K DM 8G+« Input		
CRESTRON	3	Battery-Powered infiNET EX« 2-button Wireless Keypad with Tether		
CRESTRON	1	infiNET EX« & ER Wireless Gateway w/PoE Injector		
	1	Video Wall Processor		
<b>LARGE CONFERENCE ROOM</b>				
	1	Demo Existing Screens and Projectors		
	2	NEC PA653UL 6500 Lumens Laser Projector		
	2	NEC NP30ZL Lens		
CHIEF	2	HEAVY DUTY PROJECTOR MOUNT		
CHIEF	2	CMA-110 FLAT CEILING PLATE		
CHIEF	2	ADJ. PIPE 36" TO 60" WHITE		
LIBERTY	2	10G HDMI OPTICAL CMP 23M CBL		
DALITE	1	IDEA PANORAMIC 59.5"X192" VA 16:9 FLMT		
CRESTRON	1	Battery-Powered infiNET EX« 2-button Wireless Keypad with Tether		
CRESTRON	1	infiNET EX« & ER Wireless Gateway w/PoE Injector		
SHUR	1	24"x24" White Ceiling Array Microphone		

Mfr-Part No.	Qty	Description	Unit Price	Extended
BIAMP	1	Tesira Forte DSP w/ VOIP /TI and Dante		
	1	Video Wall Processor		
		<b>SMALL CONFERENCE ROOM</b>		
	1	Demo Existing Screens and Projectors		
	1	NEC PA653UL 6500 Lumens Laser Projector		
	1	NEC NP30ZL Lens		
CHIEF	1	HEAVY DUTY PROJECTOR MOUNT		
CHIEF	1	CMA-110 FLAT CEILING PLATE		
CHIEF	1	ADJ. PIPE 36" TO 60" WHITE		
LIBERTY	1	10G HDMI OPTICAL CMP 23M CBL		
DALITE	1	IDEA PANORAMIC 59.5"X144" VA 16:9 FLMT		
CRESTRON	1	Battery-Powered infiNET EX« 2-button Wireless Keypad with Tether		
CRESTRON	1	infiNET EX« & ER Wireless Gateway w/PoE Injector		
BIAMP	1	Tesira Forte DSP w/ VOIP /TI and Dante		
SHUR	1	24"x24" White Ceiling Array Microphone		
	1	Video Wall Processor		
		<b>TRAINING CHIEF CONF ROOM</b>		
	1	Owner Provided Screen and Projector (from EOC)		
CRESTRON	1	3-Series« Media Presentation Controller 302, Black		
EXTRON	1	MPA 601-70V		
EXTRON	1	FF 220T Speakers, 2'x2' (Pair)		
CATOGO	1	25ft Active High Speed HDMI Cbl 4K60 CL3		
CATOGO	1	75FT ACT HDMI HS CBL CL3		
CATOGO	3	6FT ULTRA FLEXIBLE HDMI P		
CATOGO	2	SG HDMI 2 KEYSTONES ALUM		
EXTRON	1	SPK 18 cable-50' - 50' (15.2 m)		
	1	Ceiling Enclosure		
CRESTRON	2	DigitalMedia 8G+« 4K60 4:4:4 HDR Input Card for DM« Switchers, H		
	1	Crestron DM-TX-4KZ-100-C-1G-B-T Wall Plate Transmitter, Black		
CRESTRON	1	Wall Plate 4K DigitalMedia 8G+« Receiver & Room Controller 100,		
LIBERTY	2	CAT6 23/4P F/UTP CMP WHITE		
LIBERTY	25	HDMI CBL HS W/NET AWM 6' BLK		
NCSA	1	Hardware (Misc. Nuts, Bolts, Cable, Connectors)		

<b>Mfr-Part No.</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended</b>
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No taxes or bond cost are included unless specifically itemized. CC payments will incur a 3.8% processing fee.

This \*\* Proposal \*\* is Valid for 60 Days.

Shipping & Handling: 3,965.02

Shipping & Handling: \$ 3,965.02

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Project Total: \$ 160,000.00

## **System Summary**

NCS will provide and install the Integrated AV systems at the City of Missouri City EOC AV Upgrade.

### **Training Room**

*NCS will demo the exiting projectors and screens.*

*NCS will provide and install 2 6500 Lumens laser projectors*

*NCS will provide a single screen for 2 113" diagonal images (blended as one)*

*NCS will provide and install a local video wall processor.*

*NCS will provide and install a new 22" touch panel to reside on the desk*

*NCS will provide and install 3 buttons for mute on/off.*

### **Large Conference Room**

*NCS will demo the exiting projectors and screens.*

*NCS will provide and install 2 6500 Lumens laser projectors*

*NCS will provide a single screen for 2 113" diagonal images (blended as one)*

*NCS will provide and install a local video wall processor.*

*NCS will provide and install 1 button for mute on/off at the table.*

### **Small Conference Room**

*NCS will demo the exiting projectors and screens.*

*NCS will provide and install 1 6500 Lumens laser projectors*

*NCS will provide a single screen for 1 113" diagonal images (blended as one)*

*NCS will provide and install a local video wall processor.*

*NCS will provide and install 1 button for mute on/off at the table*

### **Training Chief Office**

*NCS will utilize one owner provided screen and projector*

*NCS will provide a small wall mounted control processor/panel*

*NCS will provide 2 local inputs (HDMI)*

*NCS will provide an input from the distribution system. INPUT ONLY*

## **System Pricing**

**274100 – Audio Video Systems**.....\$160,000.00

## Owner Requirements

- Provide access to the rooms during normal business hours.
- Provide all infrastructure required (AC power, LAN connection and configuration, Conduit, Junction and Back Boxes, etc.).

## Project Assumptions and Exclusions

- The project schedule as agreed upon by the owner and NCS prior to purchase shall remain in place throughout the project. Changes to the project schedule resulting from delay by other trades, request by the owner, or in order to meet construction milestones may result in the issuance of a change order to address lost time or overtime incurred by NCS.
- Changes to the scope of work contained within may result in the issuance of a change order to address an increase or decrease in required materials or labor.
- Unless specifically requested and priced in the proposal, all work described herein will be performed during the normal business hours of 8 AM – 5 PM, Monday through Friday.
- On-site parking shall be provided when available. Parking permits where applicable shall be provided free of charge to NCS.
- All necessary building access shall be provided including but not limited to access through doors, elevators, stairwells, etc.
- All security badges, keys or personnel escorts shall be provided as required by the owner.
- The project site shall be ready for NCS to proceed with the work specified within this document upon our scheduled arrival to the site. This includes the site being clean and dust free, free from obstructions, free of other trades, and free of any scheduled events.
- All required infrastructure provided by the owner or other trades shall be complete prior to NCS commencing work on the project unless specifically authorized by NCS. This shall include all electrical power, conduits and junction boxes, and all data lines not being provided by NCS (including POTS, ISDN, and LAN).
- All owner or contractor supplied information regarding site conditions is accurate in detail. Information may include CAD drawings, blueprints, building plans and layouts, or other data types transmitted electronically or through print.
- All owner furnished equipment shall be provided at the start of the project unless otherwise agreed upon. All equipment must be presented in good, working order. No owner furnished equipment shall be covered under any warranty provided by NCS unless specifically requested and agreed upon by the owner and NCS.
- All necessary ceiling trim work, woodworking, millwork, drywall repair and painting shall be provided by the owner or owner furnished contractor. NCS shall not provide these services unless specifically agreed upon in advance and specifically documented.
- All equipment in the project shall become property of the owner once it is physically installed on the site. NCS shall not be liable for any damage or loss of the equipment once it is physically installed unless agreed upon in advance and specifically documented.

- This scope of work and project proposal contains specific proprietary information and intellectual property. It may not be distributed to other parties outside of appropriate owner representatives without prior written authorization by NCS.
- NCS shall perform the work described within by the use of non-union employees. If union employment is required, it must be agreed upon and specifically documented by the owner and NCS.

The information contained in this scope of work is accurate and to the best of my knowledge represents my understanding of the work to be performed by NCS. I have read the Owner Requirements and agree to provide these items. Further, I agree to the assumptions and exclusions specified by NCS.

**Owner Representative:**

**NCS Representative:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

James Perez, AV Designer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

9/24/20

\_\_\_\_\_  
Date



## CITY COUNCIL MEETING AGENDA ITEM COVER MEMO

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(c) Amendment of Strategic Partnership Agreements  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

On or about August 17, 2020, the City Council authorized staff to proceed with the process of initiating a limited purpose annexation of Sienna MUDs 1, 5, 6, and 7 for the purpose of providing fire protection services. This item constitutes the authorization of an amendment to the City of Missouri City's strategic partnership agreement with each district to provide for such limited purpose annexation. Public hearings were held on September 21, 2020, and on September 28, 2020, to receive comments for or against the amendment of the agreements.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City government
- Have quality development through buildout

### BACKGROUND

On or about March 19, 2001, the City of Missouri City (the "City") entered into a strategic partnership agreement and a fire protection agreement with Sienna Municipal Utility District No. 1 ("Sienna MUD 1"). On or about February 21, 2005, the City entered into an agreement with Sienna Municipal Utility District No. 5 ("Sienna MUD 5") for fire protection services. Such agreement was amended and restated in 2015. On or about July 15, 2013, the City entered into a strategic partnership agreement with Sienna MUD 5, which provides for annexation under certain conditions. On or about May 18, 2005, the City entered into an agreement with Sienna Municipal Utility District No. 6 ("Sienna MUD 6") for fire protection services. Such agreement was subsequently amended and restated in 2015. On or about July 15, 2013, the City entered into a strategic partnership agreement with Sienna MUD 6, which provides for annexation under certain conditions. On or about February 21, 2005, the City entered into an agreement with Sienna Municipal Utility District No. 7 ("Sienna MUD 7") for fire protection services. Such agreement was subsequently amended and restated in 2015. On or about July 15, 2013, the City entered into a strategic partnership agreement with Sienna MUD 7, which provides for annexation under certain conditions. The fire protection plans for each district have been voted on and approved at duly called elections.

Chapter 43 of the Texas Local Government Code authorizes municipalities and utility districts to enter into strategic partnership agreements as a mechanism for mutually agreeing to terms for the provision of services and the annexation of land. Pursuant to Chapter 43 of the Texas Local Government Code, the City and Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7, respectively, desire to amend their existing strategic partnership agreements with the City to authorize the limited purpose annexation of territory for the sole purpose of providing fire protection services. The districts will remain in existence upon the proposed limited annexation to continue to provide authorized functions.

Notice of the City's hearings on the proposed amendments were published in the *Fort Bend Independent* on September 2, 9, and 16. Public hearings were held on September 21, 2020, and on September 28, 2020, to receive comments for or against the amendment of agreements. The boards of

Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7, respectively, have authorized the proposed amendment agreements.

**BUDGET ANALYSIS**

Sienna MUD 1 currently facilitates the contract between the City and Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7 for fire protection services. The City received approximately \$0 for fire protection services for Sienna MUD 1, Sienna MUD 5, Sienna MUD 6, and Sienna MUD 7 in the last fiscal year and approximately \$1,989,744 from other populated Sienna MUDs for fire protection services.

**SUPPORTING MATERIALS**

1. Proposed amendments

**STAFF'S RECOMMENDATION**

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

**Director Approval:**

**E. Joyce Iyamu, City Attorney**

**FIRST AMENDMENT TO THE  
STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND  
SIENNA MUNICIPAL UTILITY DISTRICT NO. 5**

This First Amendment to the Strategic Partnership Agreement entered into on or about July 15, 2013 (the "Amendment") is entered into by and between the City of Missouri City, Texas (the "City"), a municipal corporation in Fort Bend and Harris Counties, Texas, and Sienna Municipal Utility District No. 5 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

RECITALS

WHEREAS, Sienna Municipal Utility District No. 5 (the "District") is located within the master-planned community of Sienna; and

WHEREAS, the District is in the City's extraterritorial jurisdiction; and

WHEREAS, Chapter 43, Texas Local Government Code, authorizes the City and the District to enter into a strategic partnership agreement, which may provide for such lawful terms that the parties consider appropriate to provide for the provision of services to the District and the annexation of the land within the District and into the City; and

WHEREAS, the Board of Directors of the District and the District's voters have determined that the City can provide the most reliable and prompt fire protection services to its residents; and

WHEREAS, the City and the Board of Directors also believe that it is in the best interest of the residents of the District to continue to receive fire protection services from the City pursuant to existing agreements; and

WHEREAS, the City intends to be the sole provider of fire protection to the District by use of municipal personnel; and

WHEREAS, pursuant to Article IV of the Strategic Partnership Agreement, the parties have agreed that the City shall provide fire protection services to the District;

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

Section 1. Purpose.

The purpose of this Amendment is to authorize the annexation of the District for the sole, and limited purpose of providing fire protection services and to establish the City as the sole provider of such services to the District.

Section 2. Amendment.

A. Subsection A of Section 3.01 of Article III of the Agreement is hereby amended as follows:

“A. The City agrees that irrespective of its right and power under existing or subsequently enacted law, except as provided in paragraph B, B-1, and Section 3.02 hereof, it will not annex or attempt to annex, for all purposes, in whole or in part, the District until the following conditions have been met:

1. At least 90% of the developable acreage within the District has been developed with water, wastewater treatment, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

2. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules; and

3. Solely with respect to the Financing District, (a) the City has annexed the other Sienna South Districts, specifically Sienna Municipal Utility District Nos. 4, 6, and 7, and the Financing District has completed Financing District Facilities that serve 90% of the developable acreage within Sienna South; or (b) the City has annexed the other Sienna South Districts, specifically Sienna Municipal Utility District Nos. 4, 6, and 7 and upon 180 days' notice to the Financing District, with such notice occurring no sooner than five year after the completion of the most recent construction contract in excess of \$50,000 for facilities

that serve the Financing District, unless the Financing District awards an additional construction contract in excess of \$50,000 for facilities that serve the Financing District prior to expiration of the 180 day notice period.”

- B. Section 3.01 of Article III of the Agreement is hereby amended by adding a new Subsection B-1 after Subsection B of Section 3.01 of Article III thereof to provide as follows:

“B-1. The District and the City agree that the City is hereby permitted to annex for limited purposes the District, whether or not contiguous to the City’s corporate limits, for the purpose of providing fire protection services to the District by the use of municipal personnel in accordance with fire protection agreements and a duly adopted fire protection plan authorized by the TCEQ. The Board of Directors agree, upon request to execute and deliver such further documents as may be necessary in order to effectuate the terms of this paragraph. Except as described herein, the District will continue to exercise all functions, powers, and authority otherwise vested in a district.”

Section 3. Miscellaneous.

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Section 4. Severability.

The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Amendment, it shall not affect, impair, or invalidate this Amendment as a whole or any provision hereof not declared to be invalid or contrary to law.

Section 5. Entire Agreement; Requirement of a Writing.

It is understood and agreed that this Amendment supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreement presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this

Amendment shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of \_\_\_\_\_, 2020.

SIENNA MUNICIPAL UTILITY DISTRICT  
NO. 5

By: \_\_\_\_\_  
President, Board of Directors

Address:  
Allen Boone Humphries LLP  
3200 Southwest Freeway  
Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

CITY OF MISSOURI CITY

By: \_\_\_\_\_  
Odis Jones, City Manager

Address:  
City Hall

1522 Texas Parkway  
Missouri City, Texas 77489

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

---

City Attorney

**FIRST AMENDMENT TO THE  
STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND  
SIENNA MUNICIPAL UTILITY DISTRICT NO. 6**

This First Amendment to the Strategic Partnership Agreement entered into on or about July 15, 2013 (the "Amendment") is entered into by and between the City of Missouri City, Texas (the "City"), a municipal corporation in Fort Bend and Harris Counties, Texas, and Sienna Municipal Utility District No. 6 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

RECITALS

WHEREAS, Sienna Municipal Utility District No. 6 (the "District") is located within the master-planned community of Sienna; and

WHEREAS, the District is in the City's extraterritorial jurisdiction; and

WHEREAS, Chapter 43, Texas Local Government Code, authorizes the City and the District to enter into a strategic partnership agreement, which may provide for such lawful terms that the parties consider appropriate to provide for the provision of services to the District and the annexation of the land within the District and into the City; and

WHEREAS, the Board of Directors of the District and the District's voters have determined that the City can provide the most reliable and prompt fire protection services to its residents; and

WHEREAS, the City and the Board of Directors also believe that it is in the best interest of the residents of the District to continue to receive fire protection services from the City pursuant to existing agreements; and

WHEREAS, the City intends to be the sole provider of fire protection to the District by use of municipal personnel; and

WHEREAS, pursuant to Article IV of the Strategic Partnership Agreement, the parties have agreed that the City shall provide fire protection services to the District;

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

Section 1. Purpose.

The purpose of this Amendment is to authorize the annexation of the District for the sole, and limited purpose of providing fire protection services and to establish the City as the sole provider of such services to the District.

Section 2. Amendment.

A. Subsection A of Section 3.01 of Article III of the Agreement is hereby amended as follows:

“A. The City agrees that irrespective of its right and power under existing or subsequently enacted law, except as provided in paragraph B, B-1, and Section 3.02 hereof, it will not annex or attempt to annex, for all purposes, in whole or in part, the District until the following conditions have been met:

1. At least 90% of the developable acreage within the District has been developed with water, wastewater treatment, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

2. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.”

B. Section 3.01 of Article III of the Agreement is hereby amended by adding a new Subsection B-1 after Subsection B of Section 3.01 of Article III thereof to provide as follows:

“B-1. The District and the City agree that the City is hereby permitted to annex for limited purposes the District, whether or not contiguous to the City’s corporate limits, for the purpose of providing fire protection services to the District by the use of municipal personnel in accordance with fire protection agreements and a duly adopted fire protection plan authorized by the TCEQ. The Board of Directors agree, upon request to execute and deliver such further documents as may be necessary in order to effectuate

the terms of this paragraph. Except as described herein, the District will continue to exercise all functions, powers, and authority otherwise vested in a district.”

Section 3. Miscellaneous.

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Section 4. Severability.

The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Amendment, it shall not affect, impair, or invalidate this Amendment as a whole or any provision hereof not declared to be invalid or contrary to law.

Section 5. Entire Agreement; Requirement of a Writing.

It is understood and agreed that this Amendment supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreement presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Amendment shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of \_\_\_\_\_, 2020.

SIENNA MUNICIPAL UTILITY DISTRICT  
NO. 6

By: \_\_\_\_\_  
President, Board of Directors

Address:  
Allen Boone Humphries LLP  
3200 Southwest Freeway  
Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

CITY OF MISSOURI CITY

By: \_\_\_\_\_  
Odis Jones, City Manager

Address:  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**FIRST AMENDMENT TO THE  
STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND  
SIENNA MUNICIPAL UTILITY DISTRICT NO. 7**

This First Amendment to the Strategic Partnership Agreement entered into on or about July 15, 2013 (the "Amendment") is entered into by and between the City of Missouri City, Texas (the "City"), a municipal corporation in Fort Bend and Harris Counties, Texas, and Sienna Municipal Utility District No. 7 (the "District"), a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution.

RECITALS

WHEREAS, Sienna Municipal Utility District No. 7 (the "District") is located within the master-planned community of Sienna; and

WHEREAS, the District is in the City's extraterritorial jurisdiction; and

WHEREAS, Chapter 43, Texas Local Government Code, authorizes the City and the District to enter into a strategic partnership agreement, which may provide for such lawful terms that the parties consider appropriate to provide for the provision of services to the District and the annexation of the land within the District and into the City; and

WHEREAS, the Board of Directors of the District and the District's voters have determined that the City can provide the most reliable and prompt fire protection services to its residents; and

WHEREAS, the City and the Board of Directors also believe that it is in the best interest of the residents of the District to continue to receive fire protection services from the City pursuant to existing agreements; and

WHEREAS, the City intends to be the sole provider of fire protection to the District by use of municipal personnel; and

WHEREAS, pursuant to Article IV of the Strategic Partnership Agreement, the parties have agreed that the City shall provide fire protection services to the District;

NOW, THEREFORE, the District and the City hereby covenant and agree as follows:

Section 1. Purpose.

The purpose of this Amendment is to authorize the annexation of the District for the sole, and limited purpose of providing fire protection services and to establish the City as the sole provider of such services to the District.

Section 2. Amendment.

A. Subsection A of Section 3.01 of Article III of the Agreement is hereby amended as follows:

“A. The City agrees that irrespective of its right and power under existing or subsequently enacted law, except as provided in paragraph B, B-1, and Section 3.02 hereof, it will not annex or attempt to annex, for all purposes, in whole or in part, the District until the following conditions have been met:

1. At least 90% of the developable acreage within the District has been developed with water, wastewater treatment, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

2. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.”

B. Section 3.01 of Article III of the Agreement is hereby amended by adding a new Subsection B-1 after Subsection B of Section 3.01 of Article III thereof to provide as follows:

“B-1. The District and the City agree that the City is hereby permitted to annex for limited purposes the District, whether or not contiguous to the City’s corporate limits, for the purpose of providing fire protection services to the District by the use of municipal personnel in accordance with fire protection agreements and a duly adopted fire protection plan authorized by the TCEQ. The Board of Directors agree, upon request to execute and deliver such further documents as may be necessary in order to effectuate

the terms of this paragraph. Except as described herein, the District will continue to exercise all functions, powers, and authority otherwise vested in a district.”

Section 3. Miscellaneous.

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Section 4. Severability.

The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Amendment, it shall not affect, impair, or invalidate this Amendment as a whole or any provision hereof not declared to be invalid or contrary to law.

Section 5. Entire Agreement; Requirement of a Writing.

It is understood and agreed that this Amendment supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreement presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Amendment shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of \_\_\_\_\_, 2020.

SIENNA MUNICIPAL UTILITY DISTRICT  
NO. 7

By: \_\_\_\_\_  
President, Board of Directors

Address:  
Allen Boone Humphries LLP  
3200 Southwest Freeway  
Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

ATTEST:

---

Secretary, Board of Directors

CITY OF MISSOURI CITY

By: \_\_\_\_\_  
Odis Jones, City Manager

Address:  
City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489

ATTEST:

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City Secretary

APPROVED AS TO FORM:

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City Attorney



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(d) Negotiation and execution of a contract for legal services for potential civil service designation  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

This request for authorization is being brought to the City Council of the City of Missouri City, Texas (the "City") for the purpose of engaging a specialized legal services provider to advise on City requirements in the event that residents of the City vote to authorize police and firefighters to have permanent employment through civil service.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team.

### BACKGROUND

Section 143.004 of the Texas Local Government Code requires the governing body of a municipality to order an election submitting to the voters the question of whether Chapter 143 of the Texas Local Government Code, the firefighter' and police officers' civil service law ("Chapter 143"), should be adopted if the governing body of the municipality receives a petition on said matter that is signed by at least 10 percent of the qualified voters who voted in the most recent municipal election. On or about January 21, 2020, the City Secretary of the City of Missouri City ("City Secretary") received a petition requesting the adoption of Chapter 143 (the "Petition"). Pursuant to Chapter 143, the Petition was signed by at least 10 percent of the qualified voters who voted in the most recent municipal election, which requires the City Council of the City of Missouri City, Texas (the "City"), to hold an election in the City for the purpose of submitting to the qualified voters of the City a proposition providing for or against the adoption of Chapter 143. On or about February 3, 2020, the City Council ordered a special election to consider Chapter 143. On or about April 6, 2020, pursuant to gubernatorial authorization, the City Council moved the special election to November. If Chapter 143 is adopted, the chapter provides a specific timeline by which certain benchmarks for implementation must be met.

On or about June 8, 2020, the City Council authorized staff to proceed with a solicitation for specialized legal services for civil service. The Purchasing Division published a Request for Qualifications (RFQ) solicitation for such services on August 3, 2020. Two responses were received. One of the two responders, Denton Navarro Rocha Bernal & Zech, P.C. had civil service experience with multiple municipalities, including Houston, Austin, and Harlingen. Fees for the firm range from \$85 an hour for legal assistants to \$300 an hour for partners.

### BUDGET ANALYSIS

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

**SUPPORTING MATERIALS**

1. Qualifications Submission from Denton Navarro Rocha Bernal & Zech, P.C.

**STAFF'S RECOMMENDATION**

**Action required:** Staff recommends that Council authorize the city manager to negotiate and execute a contract with Denton Navarro for legal services, as described in the firm's response to RFQ No. 20-40 for civil service matters on an as needed basis.

**Director Approval:**

**E. Joyce Iyamu, City Attorney**

**RESPONSE TO  
REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-040  
LEGAL SERVICES FOR CIVIL SERVICE MATTERS**

**COMMODITY CODE(S): 961-49**

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

**DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.**

LEGAL NAME OF CONTRACTING COMPANY

**RICARDO J. NAVARRO**

**PARTNER / SHAREHOLDER**

CONTACT PERSON

TITLE

**[REDACTED]**      **[REDACTED]**      **[REDACTED]**  
TELEPHONE NUMBER      FAX NUMBER      E-MAIL ADDRESS

**701 E. HARRISON AVE., STE. 100**      **HARLINGEN, TEXAS**      **78550**  
COMPLETE MAILING ADDRESS      CITY/STATE      ZIP

**SAME AS ABOVE**  
COMPLETE STREET ADDRESS (if different)      CITY/STATE      ZIP

**Ricardo J. Navarro**

PARTNER / SHAREHOLDER  
AUTHORIZED SIGNATURE



**RICARDO J. NAVARRO  
PARTNER/SHAREHOLDER**

**LOWELL F. DENTON  
PARTNER/SHAREHOLDER**

701 E. HARRISON, STE. 100  
HARLINGEN, TEXAS 78550

2517 NORTH MAIN AVENUE  
SAN ANTONIO, TEXAS 78212

2500 W. WILLIAM CANNON, STE. 609  
AUSTIN, TEXAS 78745

549 N. EGRET BAY BLVD, STE. 200  
LEAGUE CITY, TEXAS 77573

[WWW.RAMPAGELAW.COM](http://WWW.RAMPAGELAW.COM)

SUBMITTED ON  
AUGUST 27,2020

## I. EXECUTIVE SUMMARY

The law firm of Denton, Navarro, Rocha, Bernal & Zech, P.C. (the “Firm”) is a Texas law firm dedicated to the sole and exclusive purpose of advising Texas local government. The Partners and Shareholders of the Firm, along with many of its associates, have worked in or with local government – in municipalities, county government, and other local government entities as a principal component of their legal career. This includes both general counsel work, as well as special counsel work, and litigation.

One practice specialty that exists for those municipalities (and counties) that have civil service law for public safety personnel, that is, firefighters and police officers. Within the Firm there exists a cadre of attorneys who have a concentrated area of practice in municipal civil service. This is reflected in the Firm’s website, which highlights “Civil Service Law” as a specific practice specialty within the Firm. See <https://www.rampagelaw.com/civil-service-law-disciplinary-appeals-arbitrations/civil-service-law>.

Although all attorneys in the Firm are seasoned municipal and local government lawyers, the attorneys with the specialized civil service experience are the following:

Ricardo J. Navarro	Partner / Shareholder	Primary Team Leader
Lowell F. Denton	Partner / Shareholder	Primary Team
Rebecca S. Hayward	Non-Equity Partner	Primary Team
Clarissa M. Rodriguez	Non-Equity Partner	Support Team
Sarah M. Griffin	Sr. Associate Attorney	Support Team
John Michael Hayward	Associate Attorney	Support Team

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■ [REDACTED]

■ [REDACTED]

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### III. LETTER OF INTENT

August 27, 2020

Ms. Shannon Pleasant  
Procurement & Risk Manager  
City of Missouri City  
Missouri City, Texas  
[Shannon.Pleasant@Missouricitytx.gov](mailto:Shannon.Pleasant@Missouricitytx.gov)

Re: Signed Letter of Intent for RFQ 20-040

Dear Ms. Pleasant:

Incorporated into the Firm's submission to the City's RFQ No. 20-040, please find this signed letter of intent as requested under Section IV – Respondent Submission Requirements, Section 1, subsection (e).

#### A. FIRM'S UNDERSTANDING OF THE WORK TO BE PERFORMED

My understanding of the work to be performed is that the City of Missouri City is on the cusp of an election to determine whether the citizens of Missouri City are going to adopt the provisions of Chapter 143, Texas Local Gov't Code, entitled "Municipal Civil Service for Firefighters and Police Officers". If this measure should pass, the City Administration will need the services of competent, qualified, legal counsel to advise the City through the implementation of a civil service regime for its public safety personnel from start to finish.

In our experience, the process of a Texas Home-Rule municipality whose citizens adopt Chapter 143, TLGC for their public safety personnel entails a three-phase development process. This process can be summarized as follows:

##### 1. Adoption of organic instruments to set the foundation of the civil service system. This involves the following minimum instruments:

- a) adoption of a classification ordinance for each public safety department laying out the number of classifications to be recognized;
- b) appointment of a Civil Service Commission by the City's Chief Executive Officer, with the consent of the City Council;
- c) appointment of a Civil Service Director by the Civil Service Commission;
- d) adoption of an initial set of Civil Service Rules & Regulations by the Civil Service Commission.

##### 2. Implementation of a civil service testing process to cover both entry level applicants, as well as promotional applicants.

**3. Implementation of a misconduct investigation and disciplinary process to address complaints, performance, and fitness for duty issues by police and fire personnel.**

Each stage carries its own orientation, education, and training requirements addressing the respective roles, duties, powers, privileges, and responsibilities of the various components of local government, that is, the City Council, Administration, Civil Service Commission, and Police and Fire department heads.

Once these foundational systems are set-up, and once all persons involved in the process understand their roles and responsibilities, the civil service system then moves to a maintenance and administration platform, where issues are processed in a uniform and presumably fair and consistent manner.

The Firm's Civil Service team can provide the City competent legal services at a reasonable cost because the civil service team has extensive experience in this practice area and a deep knowledge of the law. The only learning that the team would have to do is determine what application of the law best suits the City of Missouri.

**B. POSITIVE COMMITMENT TO PERFORM THE WORK WITHIN THE TIME PERIOD REQUIRED**

The Firm's civil service team is committed to assisting the City to transition into a Chapter 143 City. The team has all the necessary knowledge, skills, aptitudes, and training to satisfy this need. In addition, the Firm has the benefit of many years of work product materials previously generated on behalf of other similar projects. The Firm's repository of forms, templates, policies, and procedures would be made available to the City as part of the service package.

**C. STATE WHY THE FIRM BELIEVES ITSELF TO BE BEST QUALIFIED TO PERFORM THE ENGAGEMENT**

The Firm's civil service team, led by Partner / Shareholder Ricardo J. Navarro, has over 30-years of experience working with municipal (and county) service systems in the State of Texas.

In addition, the Firm's team has experience in setting up, updating, modifying, and correcting, municipal service systems from start to finish. See the explanation stated under "A" above.

**D. SUBMISSION IS A FIRM AND IRREVOCABLE OFFER FOR 180 DAYS**

This submission is a firm and irrevocable offer for a period of 180 days from submission, as required by the RFQ.

Respectfully submitted,

*Ricardo J. Navarro*

Ricardo J. Navarro  
Partner / Shareholder

**IV. STATEMENT OF QUALIFICATIONS**

**A. QUALIFICATIONS OF THE ATTORNEY OR FIRM AND OF THE PARTICULAR STAFF TO BE ASSIGNED TO CITY ENGAGEMENTS**

**1. Qualifications of Assigned Lead Attorney and Support Staff**

Attached as an Appendix to this Response are resumes reflecting the qualifications of the civil service team, including professional education for the past three (3) years and membership in professional organizations relevant to this RFP.

The basic qualifications of the Civil Service Team who would be primarily responsible for handling this engagement can easily be referenced on the Firms website. See generally at [www.rampagelaw.com](http://www.rampagelaw.com). Specific references are as follows:

Ricardo J. Navarro Partner / Shareholder  
<https://www.rampagelaw.com/attorney/ricardo-j-navarro/>

Lowell F. Denton Partner / Shareholder  
<https://www.rampagelaw.com/attorney/lowell-f-denton/>

Rebecca S. Hayward Non-Equity Partner  
<https://www.rampagelaw.com/attorney/rebecca-s-hayward/>

Clarissa M. Rodriguez Non-Equity Partner  
<https://www.rampagelaw.com/attorney/clarissa-m-rodriguez/>

Sarah M. Griffin Sr. Associate Attorney  
<https://www.rampagelaw.com/attorney/sarah-m-griffin/>

John Michael Hayward Associate Attorney  
<https://www.rampagelaw.com/attorney/john-michael-hayward/>

**2. Client References**

CIVIL SERVICE CITY	REFERENCES
Alice, Texas	[REDACTED]
Austin, Texas	[REDACTED]

Brownsville, Texas	[REDACTED]
Harlingen, Texas	[REDACTED]
Houston, Texas	[REDACTED]
Houston, Texas	[REDACTED]
Galveston, Texas	[REDACTED]
Galveston, Texas	[REDACTED]
Nueces County, Texas	[REDACTED]
Pharr, Texas	[REDACTED]
Pharr, Texas	[REDACTED]
San Antonio, Texas	[REDACTED]
San Benito, Texas	[REDACTED]
San Juan, Texas	[REDACTED]
Seabrook, Texas	[REDACTED]
Seabrook, Texas	[REDACTED]

**3. Knowledge of Local Conditions**

The Civil Service Team has knowledge of local conditions by virtue of legal services provided in the region for the past ten years, on a variety of matters for different municipalities, such as Houston and Galveston, amongst others.

The Firm has recently opened a regional office in League City, Texas - referenced as the Firm's Texas Gulf Coast office - to accommodate a growing presence in this region by the Firm for a number of municipalities in the region.

Attorney Navarro's civil service experience in the Gulf Coast office area has been on behalf of civil service cities such as:

City of Houston, Texas (primarily labor negotiations and related litigation) , including litigation over Collective Bargaining pay and compensation)

City of Galveston, Texas (primarily civil service fire and police)

City of Seabrook, Texas (primarily civil service fire and police advising)

City of Alvin, Texas (primarily labor negotiations)

Attorney Denton's civil service experience in the Gulf Coast office area has been on behalf of civil service cities such as:

City of Houston, Texas (primarily labor negotiations and related litigation) , including Title VII litigation over the civil service hiring process in the Houston Fire Department)

City of Galveston, Texas (primarily labor negotiations, civil service fire and police, and related litigation)

**B. COMMUNICATION STYLE OF THE ATTORNEY OR FIRM:**

The Firm's communication style relies initially on identification of the key group of City administrators who would serve as the designated points of contact for the Firm whenever there is a need for legal services. Similarly, the Firm designates the Partner in Charge of the team as the initial point of contact for the intake of legal service request, along with one other experienced attorney and one primary legal support staff.

The primary purpose of this arrangement is to assure the 1) all requests for legal services are coming from an authorized person; and 2) to provide accountability and control for the costs associated with providing legal services.

In our experience, the authorized points of contact on the city-side is one or more of the following individuals: 1) City Manager; 2) City Attorney; 3) HR Director or Civil Service Director; 4) Chief of Police; and, 5) Fire Chief.

For the Civil Service Team, the authorized point of contact is the Partner in Charge of the team (i.e. Ricardo J. Navarro), and one other Non-Equity Partner (i.e. Rebecca S. Hayward); and one legal support staff member knowledgeable in the area (Veronica Duron).

**C. A LIST AND DESCRIPTION OF THE ATTORNEY OR FIRM'S PROFESSIONAL RELATIONSHIPS INVOLVING THE CITY OR ANY OF ITS AGENCIES FOR THE PAST FIVE (5) YEARS, TOGETHER WITH A STATEMENT EXPLAINING WHY SUCH RELATIONSHIPS DO NOT CONSTITUTE A CONFLICT OF INTEREST RELATIVE TO PERFORMING THE PROPOSED SERVICES:**

The Firm has previously handled legal work for the City in a special counsel capacity. Mr. Denton, out of San Antonio, handled a lawsuit seeking to recover from Missouri City's design engineers for soil/foundation failures. Other occasional legal work was overseen by a former employee, George Hyde, no longer with the Firm).

None of the Firm's prior work for the City would create a conflict of interest in handling a transition over to a Chapter 143 model, should the referendum on the issue be adopted by the citizens of the City. The prior work has long been concluded, there is no hold-over work, and none of the prior legal work provided by related to civil service matters.

**D. AN AFFIRMATIVE STATEMENT INDICATING THAT THE ATTORNEY OR FIRM AND ALL ASSIGNED KEY PROFESSIONAL STAFF ARE PROPERLY LICENSED TO PRACTICE IN TEXAS:**

The Firm hereby represents and commits that the civil service team identified herein are all attorneys licensed by the Texas Supreme Court and in good standing. In addition, the assigned key professional staff have many years of experience within the Firm, are properly trained in the area of civil service law and procedure and are qualified and competent to serve as support staff for the Firm's Civil Service Team.

**E. IF A FIRM, THE SIZE OF THE FIRM, THE SIZE OF THE FIRM'S GOVERNMENTAL LEGAL STAFF, THE LOCATION OF THE OFFICE FROM WHICH THE WORK ON THIS ENGAGEMENT IS TO BE PERFORMED, THE NUMBER AND NATURE OF THE PROFESSIONAL STAFF TO BE EMPLOYED IN THIS ENGAGEMENT ON A FULL-TIME AND A PART-TIME BASIS, AND WHETHER THE FIRM IS LOCAL, REGIONAL, NATIONAL, OR INTERNATIONAL**

The Firm has a total of four regional offices located in San Antonio, the Rio Grande Valley (Harlingen, Texas), Central Texas (Austin, Texas), and the Texas Gulf Coast (League City, Texas). See <https://www.rampagelaw.com>.

The Firm has a total of 18 attorneys, including shareholders and partners. With legal support and administrative support staff, the Firm employs approximately 42 employees. See <https://www.rampagelaw.com>; see also Attorney Bios, attached as an Appendix to this Response.

For purposes of this RFQ, the civil service team would consist of two partner/shareholders; two non-equity partners; two associate attorneys; and two legal support staff members. The bulk of the work would be handled by Ricardo J. Navarro and Rebecca S. Hayward. See Resumes of Civil Service Team, attached as an Appendix to this Response.

The primary location of the project staff would be the Rio Grande Valley Office located in Harlingen, Texas because that is where the bulk of the Firm's civil service expertise resides. However, if retained, the service file would be treated as one originating out of the Firm's Texas Gulf Coasts office, located in League City, Texas.

**F. THE NUMBER OF PARTNERS, MANAGERS, SUPERVISORS, SENIORS, AND OTHER PROFESSIONAL STAFF EMPLOYED AT THE LOCAL OFFICE AND A DESCRIPTION OF THE RANGE OF LEGAL SERVICES PERFORMED BY THE LOCAL OFFICE**

The Firm has recently made a long-term commitment to the Texas Gulf Coast by acquiring and equipping a law office in League City, Texas. Named as the Firm's Texas Gulf Coast office, its purpose is to accommodate a growing presence in this region by the Firm providing local legal services. The office was opened in the Fall of 2019, but due to the pandemic, the Firm's staffing objectives have been delayed. Therefore, the office is not currently staffed but the Firm remains committed to having a locally staffed office as time and circumstances permit.

Of significance to the Firm's clients in this region, all legal services provided in this region is treated for billing purposes as a "local" retention tied to League City as home base for the region, thereby eliminating longer distance travel costs.

**G. THE STRENGTHS OF YOUR FIRM IN GENERAL, AND MORE SPECIFICALLY, YOUR LOCAL OFFICE. BEING SPECIFIC, INDICATE HOW YOUR LEGAL PHILOSOPHY DIFFERS FROM THAT OF OTHER FIRMS. INDICATE THE STRATEGY FOR THE FUTURE OF YOUR LOCAL OFFICE AND IN WHAT AREAS YOU WILL BE INVESTING RESOURCES.**

The Firm's strength derives primarily from its commitment to a single, but diverse, client base, which is Texas local government. All of the Firm's clients are Texas municipalities, counties, or other units of local government. The Firm does not have any private sector clients. It does handle any plaintiff's work, unless it is on behalf of a local government entity. The Firm's litigation work is dedicated to either direct hire defense litigation for local government, or as assigned litigation work from a Risk Pool, such as the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) or the Texas Association of Counties Risk Management Pool (TACRMP) or other specialized public-sector Risk Pools, like the Texas Water Conservation Association & Risk Management Pool (TWCARMP).

The Firm's civil service work is a practice specialty that Attorneys Navarro and Denton have been handling since the days when they worked for Bexar County, Texas and the City of San Antonio, Texas, respectively, as in-house counsel.

What makes the Firm's civil service team different is that it can easily fulfill the transition role of a newly adopted civil service municipality, from start to finish. The team has experience at each phase of the transition into a Chapter 143 city and beyond, as explained in paragraph A of the Letter of Intent include above.

The Firm has represented most of the cities in Texas that have been involved in the development of case law in Texas courts since the Act (originally 1269m, Texas Revised Civil Statutes) was passed and adopted by the legislature in 1949.

Finally, although not strictly a part of civil service, the Firm also provides legal services before TCOLE (the Texas Commission on Law Enforcement) on F-5 appeals which are handled as administrative law litigation matters related to the civil service disciplinary process.

**H. A DESCRIPTION ON WHY THE CITY WOULD BE IMPORTANT TO YOUR FIRM AND TO THE LOCAL OFFICE AS A CLIENT**

The Firm's interest in having the City of Missouri City as a civil service client is twofold. First, the Firm has recently opened a Texas Gulf Coast office located in League City, Texas. If engaged, this account would be treated as a "local hire" account for billing and consultation purposes. Having this account not only enriches the Firm's local portfolio of civil service-based city clients, but more importantly, it provides the City with the benefit of over thirty (30) years of civil service experience and a deep knowledge base in this area of practice.

We would consider it a privilege to guide the city in this process, and it would serve our interests to have another regional civil service client for our own business development plans.

**I. A DESCRIPTION ON THE RANGE OF REPRESENTATIVE CIVIL SERVICE MATTERS ON WHICH THE LEAD ATTORNEY HAS PROVIDED LEGAL ADVICE TO MUNICIPAL CLIENTS**

Attached as an Appendix to this Response is a listing of all municipalities for which the Lead Attorney herein has been involved in the following:

- Creating, updating, re-writing, and modifying classification ordinance, civil service rules, regulations, policies, and departmental rules, regulations, and policies of police and fire departments; and,
- Advising through the civil service testing process, the creation of entry level and promotional lists, and resolution of grievances, complaints, and disputes pertaining to this function; and,
- Handling of critical disciplinary appeals or other civil service personnel action that trigger civil service appellate review.

**V. PRIOR ENGAGEMENT WITH THE CITY OF MISSOURI CITY AND FORT BEND COUNTY**

Between the years of 2013 through 2017, the City engaged the Firm in a special counsel capacity to provide legal services on a variety of matters. The Firm has not handled any legal work for the City in the recent past, other than a limited engagement in late 2019 pertaining to a pending referendum on the adoption of civil service.

Attorneys Ricardo J. Navarro, and Lowell F. Denton, both partner / shareholders, have within the last five years been engaged in providing civil service advice and counsel to the following municipalities in the Texas Gulf Coast region.

Attorney Navarro works primarily out of the Firm’s Rio Grande Valley office, located in Harlingen, Texas, and Attorney Denton works primarily out of the San Antonio office. Both attorneys have provided legal services to municipalities in the Texas Gulf Coast region for the last ten years.

<b>MUNICIPALITY</b>	<b>CONTACT PERSON</b>	<b>NATURE OF WORK</b>
GALVESTON, TEXAS	Former ACA Trevor Fanning	Direct hire to handle disciplinary cases for both police and fire department
HOUSTON, TEXAS	Former PD Lt. Bradley A. Morefield	Labor negotiations involving civil service process
SEABROOK, TEXAS	CM Gayle Cook & HR Director Yesenia Garza & Police Chief Sean Wright	Handled Civil Service Commission advising and disciplinary appeals for Chief of Police.

**VI. CERTIFICATE OF INTERESTED PARTIES  
FORM 1295 FILING**

The Firm is familiar with the disclosure requirements specified in HB 1295 and has filed the attached form with the Texas Ethics Commission in accordance with the requirements of Section 2252.908, Texas Gov’t Code.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Denton Navarro Rocha Bernal & Zech PC  
Harlingen, TX United States

Certificate Number:  
2020-661338

Date Filed:  
08/26/2020

Date Acknowledged:

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
20-040  
Legal services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zech, Charles	Austin, TX United States	X	
	Bernal, Patrick	San Antonio, TX United States	X	
	Navarro, Ricardo	Harlingen, TX United States	X	
	Denton, Lowell	San Antonio, TX United States	X	

**5 Check only if there is NO Interested Party.**

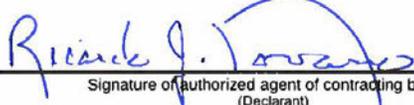
**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**VII. APPENDIX "A"**  
**CIVIL SERVICE TEAM ATTORNEY BIOS**

**RICARDO J. NAVARRO**



**Ricardo J. Navarro** is and has been an Equity Partner/Shareholder of the Firm since June 1991. He has been the Managing Partner of the Firm's Rio Grande Valley office, located in Harlingen, Texas, since May 1999. Mr. Navarro's practice specialty is local government, municipalities, counties, special purpose districts, and their elected and appointed representatives. Mr. Navarro has been practicing law since 1985.

Mr. Navarro has been recognized as an AV rated attorney under the Martindale Hubbell peer review process and has held this designation for over 20 years. [\*AV Preeminent@:The highest peer rating standard. This is given to attorneys who are ranked at the highest level of professional excellence for their legal expertise, communication skills, and ethical standards by their peers.

**Areas of Practice**

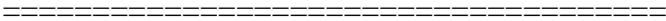
- Civil Litigation – State and Federal Court  
Including but not limited to litigation under Section 1983 litigation, Title VII, ADA, and state law civil rights litigation.
- Civil Service Law – Municipal and County  
Including advising civil service boards, as well as handling disciplinary appeals, arbitrations, and grievances.
- Labor Negotiations  
Including contract negotiations under Chapter 174, Texas Local Gov't Code, as well as contract grievance arbitrations and associated litigation under state or federal law.
- General Counsel Advisory Work – All Entities  
The Firm serves in a General Counsel or Special Counsel capacity with certain local government entities.

**Bar Admissions**

- State Bar of Texas, 1985 State Bar No. 14829100
- Supreme Court, State of Texas, 1985
- U.S. Supreme Court, 1992
- U.S. Court of Appeals - Fifth Circuit, 1986
- U.S. District Court Western District of Texas, 1986
- U.S. District Court Northern District of Texas, 1986

**Employment Experience**

*Denton, Navarro, Rocha, Bernal & Zech, P.C.* 1991 to Present



Equity Partner/Shareholder. Managing Partner for Firm’s Rio Grande Valley Office.

*Bexar County District Attorney’s Office* 1989 - 1991  
Chief, Civil Section, Fred G. Rodriguez, Criminal District Attorney for Bexar County as Chief of the Civil Service Commission, supervised ten in-house attorneys and five outside law firms. Civil Section handled state and federal litigation in state and federal court. Much of this work was for the Sheriff’s Office, including defense of jail lawsuits. Also handled County Civil Service cases for both civilian personnel as well as law enforcement personnel in the Sheriff’s Office.

*Bexar County District Attorney’s Office* 1987 - 1991  
Hired as a Section 1983 federal litigator for Bexar County and all its elected and appointed officials, including the local judiciary.

*U.S. Court of Appeals, Fifth Circuit,* 1985 - 1986  
Briefing Attorney for the Honorable Reynaldo G. Garza, Senior Circuit Judge, located in Brownsville, Texas.

**Professional Experience**

*Member, Grievance Committee for Attorney Misconduct,*  
*State Bar District 12, Texas Supreme Court* 2009 - 2015  
Served Years (two 3-year terms; Grievance Board Chair 1 year)

*Member, Admission Committee for the U.S. District Courts*  
*For the Western District of Texas – San Antonio Division* 1995 - 1998

**Professional Associations and Memberships**

- State Bar of Texas
- American Bar Association
- Texas City Attorneys Association
- International Municipal Lawyers Association
- TxPELRA – TMHRA - Civil Service & Collective Bargaining

**Education**

*University of Texas School of Law, Austin, Texas*  
Juris Doctor – 1984

*University of Texas, Austin, Texas*  
Bachelor of Arts – 1978

*University of Michigan, Ann Arbor, Michigan*  
Undergraduate Student – 1975-1976

*Universidad de las Americas, Cholula, Puebla, Mexico*  
Undergraduate Student – 1974–1975

**Presentations**

[See <https://www.rampagelaw.com/presentations/>]

**January 29-31, 2020 – Presenter at TxPELRA (Texas Public Employer Labor Relations Association & Annual Civil Service Workshop. *Topic: Civil Service Basics – Chapter 143, TLGC.***

**February 8-9, 2018 – Panelist at TxPELRA (Texas Public Employer Labor Relations Association – TMHRA & 32<sup>nd</sup> Annual Civil Service Workshop. *Topic: Common Pitfalls Under Chapter 143, Texas Local Gov't Code***

**September 21, 2017 – Presenter at Texas Police Chief's Association – Legal Advisor's Division. *Topic: Handling Police Disciplinary Investigation Concurrently with Pending Criminal Investigations and/or Charges***

**March 22, 2016 – Presenter at Texas Police Chief's Association – Legal Advisors Division. *Topic: Policing the Police – Legal Oversight of Internal Affairs Investigations***

**February 6-7, 2014 – Presenter at TxPELRA (Texas Public Employer Labor Relations Association - TMHRA. *Topic: Civil Service Disciplinary Process***



**LOWELL F. DENTON**



**Lowell F. Denton** is the Founding and Equity Partner/Shareholder of the Firm which was established in 1990. Mr. Denton has dedicated his career to the representation and legal defense of local governments and is an experienced litigator, with an expertise in helping city officials avoid litigation where possible and try cases effectively when necessary. His expertise in the area of municipal defense and litigation is widely known, and he served as the lead attorney in a number of recognizable cases establishing municipal law principles, including the landmark case *City of Boerne v. P. F. Flores, Archbishop of San Antonio, and United States*, 117 S. Ct. 2157 (1997) involving the Religious Freedom Restoration Act (RFRA).

Mr. Denton also specializes in the negotiation of collective bargaining and meet and confer agreements with Fire, Police and Sheriff Employee Associations. He has served as the Lead Chief Negotiator for San Antonio, Houston, Fort Worth, Austin, El Paso, Galveston, Laredo, Waco, Corpus Christi, Bexar County, and Hays County. In addition, Mr. Denton has worked on post contract issues that became disputes, grievances or issues that ultimately became lawsuits for both the Fire and Police contracts. Mr. Denton has litigated multiple civil service and labor negotiations controversies in federal and state trial and appellate courts.

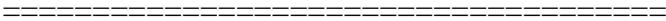
Mr. Denton has been recognized as a Texas Super Lawyer each year since 2008 for Government/Cities/Municipalities, Employment & Labor. Mr. Denton is Board Certified in Civil Trial Law by the Texas Board of Legal Specialization and has practiced law in the area of local government litigation defense for nearly 40 years. Mr. Denton has been practicing law since 1978.

**Areas of Practice**

- Arbitration: Contract and Discipline – Public Sector
- Civil Appeals – State & Federal Court
- Civil Rights Litigation/Constitutional Litigation
  - Including §1983, excessive force, takings, First Amendment, Due Process, etc.
- Civil Trial – State & Federal Court
- Collective Bargaining & Civil Service
- Construction Litigation
- Labor & Employment Litigation
  - Includes Title VII, Whistleblower, ADA, FLSA, etc.
- Land Use, Annexation & Code Compliance Litigation
  - Including zoning, vested rights, etc.
- Municipal Incorporation Litigation
- Texas Tort Claims Act Litigation

**Bar Admissions**

- State Bar of Texas, 1978 State Bar No. 05764700
- U.S. Court of Appeals 5<sup>th</sup> Circuit, 1982
- U.S. District Court Northern District of Texas, 1983



U.S. Supreme Court, 1983  
U.S. District Court Western District of Texas, 1985  
U.S. District Court Southern District of Texas, 1987

**Board Certified**

Civil Trial Law – Texas Board of Legal Specialization, 1992

**Employment Experience**

<i>Denton Navarro Rocha Bernal &amp; Zech, P.C.</i> Founder and Equity Partner/Shareholder.	1990 to Present
<i>Heard, Goggan, Blair &amp; Williams</i> Litigation and Management responsibilities for cities, counties, and schools.	1986 - 1990
<i>City Attorney for the City of San Antonio</i>	1984 - 1986
<i>City Attorney for the City of College Station</i>	1980 - 1984

**Professional Associations and Memberships**

The State Bar of Texas  
The Texas Municipal League  
Texas City Attorneys Association  
State Bar College  
American Board of Trial Advocates  
International Municipal Lawyers Association  
American Bar Association

**Education**

*Baylor University School of Law, Waco, Texas*  
Juris Doctor – 1978  
  
*Baylor University, Waco, Texas*  
Bachelor of Arts – 1976

**Presentations**

January 29-31, 2020 – Presenter at TxPELRA (Texas Public Employer Labor Relations Association & Annual Civil Service Workshop. *Topic: Handling Contract Grievances in Public Sector.*



**REBECCA S. HAYWARD**



**Rebecca S. Hayward** is a Partner. Mrs. Hayward joined the firm in 2012, and her litigation practice involves defending governmental employers in labor and employment issues including Whistleblower Act, First Amendment, due process, FMLA, and discrimination and harassment claims made pursuant to Title VII, ADEA, ADA and state laws. She also defends governmental entities in federal civil rights claims, state law tort claims and takings claims. Mrs. Hayward has represented governmental entities as general and special projects counsel since 2011.

**Areas of Practice**

Civil Trial – State and Federal Courts  
Municipal and County Civil Service  
Municipal Prosecutions

**Bar Admissions**

State Bar of Texas, 2012  
U.S. District Court, Southern District of Texas, 2012  
U.S. District Court, Western District of Texas, 2018  
U.S. Fifth Circuit Court of Appeals, 2018

State Bar No.24080709

**Employment Experience**

*Denton Navarro Rocha Bernal & Zech, P.C.* 2011 to Present  
Partner. Trial practice in state and federal court involving the representation of governmental entities and public officials in a variety of areas of law, including constitutional, civil rights, employment law, zoning, planning and land use, and torts. Counsel and advisor to municipalities and other local governmental entities on employment matters, ordinance issues; Texas Municipal Civil Service disciplinary appeals and related litigation; public sector labor negotiations with firefighting and law enforcement unions and related contract arbitration. Also handles administrative litigation before TCOLE on F-5 challenges, including hearings before SOAH administrative law judges.

**Professional Associations and Memberships**

State Bar of Texas  
Texas City Attorneys Association

**Education**

*Ave Maria School of Law*, Naples, FL  
Juris Doctor – 2011  
  
*Texas A & M International University*, Laredo, TX  
Bachelor of Arts and Sciences – 2008



**CLARISSA M. RODRIGUEZ**

**Clarissa M. Rodriguez** is a Partner. She joined the Firm in 2008, and her litigation practice involves employment issues, land use, municipal infrastructure issues, premises liability, personal injury, and constitutional issues. She is experienced in representing municipalities as City Attorney and General Counsel, with expertise in tracking legislation for municipal entities and associations. She also has experience in Police and Fire civil service issues. Ms. Rodriguez has been practicing law since 2006 and has been practicing municipal law since 2008.

**Areas of Practice**

- City Attorney/General Counsel
  - Ordinance Drafting; Special Counsel Projects; Texas Public Information Act – Open Records
  - Civil Service issues in certain municipalities; serving in support capacity
- Civil Trial & Appeals – State & Federal Courts
  - Labor & Employment Litigation; Including Title VII, Whistleblower, ADAAA, FLSA, etc.
- Municipal General Counsel
  - Land Use, Annexation & Code Compliance Litigation; zoning, vested rights, etc.
- Municipal Prosecutions

**Bar Admissions**

- State Bar of Texas, 2006 State Bar No. 24056222
- U.S. District Court Southern District of Texas, 2009
- U.S. District Court Western District of Texas, 2007
- U.S. Court of Appeals 5<sup>th</sup> Circuit, 2011

**Employment Experience**

- Denton Navarro Rocha Bernal & Zech, P.C.* 2008 to Present  
Non-Equity Partner. Municipal and local government representation.
- Shelton & Valadez, P.C.* 2006 - 2008  
Associate Attorney. Litigation based practice.

**Professional Associations and Memberships**

- State Bar of Texas
- San Antonio Bar Association
- American Bar Association
- Texas City Attorneys Association

**Education**

- Drake University School of Law, Des Moines, Iowa
- Juris Doctor – 2006
- Legislative Practice Certificate – 2006

APPENDIX "A"  
FIRM-WIDE ATTORNEY BIOS



The University of Texas at San Antonio, San Antonio, Texas  
Master of Public Administration – 2001

Texas A&M University, College Station, Texas  
Bachelor of Arts – 1998



**SARAH M. GRIFFIN**

**Sarah M. Griffin** is a Senior Associate. She joined the Firm in 2016, and she handles representation of municipalities, economic development corporations, and counties as City Attorney and General Counsel, with expertise in water rights, employment issues, economic development, zoning, and drafting legislation and ordinances. She also has experience in negotiating union contracts with the Fire, Police, and American Federation of County and Municipal Employees. Prior to joining the firm, Ms. Griffin served as the City Attorney for the City of Leon Valley and the City of Freeport, Illinois. Ms. Griffin has been practicing municipal law since 1989.

**Areas of Practice**

- City Attorney/General Counsel
- Water Rights
- Economic Development
- Employment Law
- Open Meetings and Pubic Information
- Ordinance Drafting
- Zoning
- Negotiations

**Bar Admissions**

- State Bar of Texas, 1989 State Bar No. 13976520
- State of Illinois (inactive)
- U.S. District Court Western District of Texas, 1998

**Employment Experience**

*Denton Navarro Rocha Bernal & Zech, P.C.* 2015 to Present  
Senior Associate. Handles City Attorney and General Counsel matters, litigation counsel, and outside counsel for collective bargaining. Also handling labor and employment related matters for select municipal clients involving public safety personnel, police and fire.

*City of Freeport, Illinois* 1999 - 2015  
Corporation Counsel for home rule municipality. Superintend and conduct all legal affairs of the City and advise the City in all matters connected with the administration of City government.

*City of Leon Valley, Texas* 1996 - 1999  
City Attorney. Provided legal advice to the City Manager, all Department Heads, City Council, Zoning and Land Use Commission, and Board of Adjustment. Prepared ordinances, leases, deeds, contracts, and other legal instruments, and represented City in criminal prosecutions in Municipal Court.

*City of Leon Valley, Texas* 1989 - 1996  
Assistant City Attorney. Under direction of City Attorney, provided legal advice to the City Manager, all Department Heads, City Council, Zoning and Land Use Commission, and Board of Adjustment. Prepared ordinances, leases, deeds, contracts, and other legal instruments, and represented City in criminal prosecutions in Municipal Court.

**Professional Associations and Memberships**

- Texas State Bar Association
- Austin Bar Association
- American Bar Association
- National Public Employer Labor Relations Association
- Texas Municipal Human Resources Association
- Austin Human Resource Management Association
- Texas City Attorney Association

**Education**

*Saint Mary's University, San Antonio, Texas*  
Juris Doctor - 1989

*Trinity University, San Antonio, Texas*  
Bachelor of Arts - 1986



**JOHN-MICHAEL HAYWARD**



**John-Michael Hayward** is an Associate. He joined the Firm in 2014 and handles labor and employment and civil litigation matters, as well as municipal prosecutions. He also served with the U.S. Marine Corp starting in 2001, and he was honorably discharged in 2006. He has been practicing municipal law since 2014.

**Areas of Practice**

- Civil Appeals – State & Federal Courts
- Civil Litigation – State & Federal Courts
- Civil Rights Litigation/Constitutional Litigation
- Civil Trial – State & Federal Courts
- Municipal Court Prosecutions

**Bar Admissions**

- State Bar of Texas, 2013 State Bar No. 24087693
- U.S. District Court, Southern District of Texas, 2014
- U.S. District Court, Western District of Texas, 2018
- U.S. Fifth Circuit Court of Appeals, 2015

**Employment Experience**

- Denton Navarro Rocha Bernal & Zech, P.C.* 2014 to Present  
Associate Attorney. Handles labor and employment and civil litigation matters for governmental and municipal entities.
- The Law Offices of Thomas J. Henry* 2013 – 2014  
Pre-Litigation Attorney. Handled all aspects of litigation.
- United States Marine Corps* 2001 - 2006  
Sergeant.

**Professional Associations and Memberships**

- State Bar of Texas
- Texas City Attorneys Association

**Education**

- Ave Maria School of Law*, Naples, Florida  
Juris Doctor - 2012
- California State University*, Fresno, California  
Bachelor of Science – 2008

**VIII. APPENDIX "B"**  
**LIST OF CIVIL SERVICE POLICY DRAFTING WORK**

Attorney Ricardo J. Navarro and members of the Civil Service Team have been involved in the implementation, amendment, re-write, and updating of civil service rules and regulations for the following municipalities:

CIVIL SERVICE CITY	CONTACT PERSON
Alice, Texas [project in progress]	[REDACTED]
Brownsville, Texas [complete rewrite]	[REDACTED]
Harlingen, Texas [complete re-write]	[REDACTED]
Nueces County, Texas [substantial re-write]	[REDACTED]
Pharr, Texas [complete re-write]	[REDACTED]
San Benito, Texas [complete re-write]	[REDACTED]
San Juan, Texas [original write-up]	[REDACTED]

**IX. APPENDIX "C"**  
**LIST OF KEY CIVIL SERVICE APPEAL CASES**  
**HANDLED BY RICARDO J. NAVARRO**

Attached as Appendix C is a roster of the most critical civil service disciplinary appeal cases handled by Ricardo J. Navarro reflecting experience handling civil service disciplinary appeals both before a Civil Service Commission, as well as before Independent Hearing Examiners.



**XI. APPENDIX "E"**  
**FIRMWIDE ATTORNEY BIOS**

See attached Firmwide Attorney Bios, attached as Appendix E.

## **FIRM PARTNERS/SHAREHOLDERS**



**Lowell F. Denton** is the Founding Partner/Shareholder. Mr. Denton earned his Bachelor of Arts from Baylor University and his Juris Doctor from Baylor University School of Law in 1978. He was admitted to the State Bar of Texas in 1978. He has 42 years of municipal legal and civil litigation experience. He is experienced in local government and municipal law, with expertise in civil litigation, land use, civil rights (including police and employee litigation), public sector labor negotiation, civil service, first amendment, voting rights issues, and religious freedom claims. Mr. Denton is Board Certified in Civil Trial Law by the Texas Board of Legal Specialization. He is admitted to practice before the United States Supreme Court, Supreme Court State of Texas, United States Court of Appeals Fifth Circuit, United States District Courts for the Southern District of Texas, Western District of Texas, and Northern District of Texas. Mr. Denton has been recognized as a Texas Super Lawyer each year since 2008 for Government, Cities, Municipalities, Employment and Labor.



**Ricardo J. Navarro** is a Partner/Shareholder and Managing Partner of the Rio Grande Valley office. Mr. Navarro earned his Bachelor of Arts from the University of Texas at Austin in 1978 and his Juris Doctor from the University of Texas School of Law in 1984. He was admitted to the State Bar of Texas in 1985. He has 36 years of legal experience. He is experienced in local government and municipal law, with expertise in civil litigation in state and federal courts, labor and employment law, municipal and county civil service law and practice, public sector labor negotiations, and general counsel representation of local government entities. Mr. Navarro is admitted to practice before the United States Supreme Court, the United States Court of Appeals Fifth Circuit, and the United States District Courts for the Southern and Western Districts of Texas.



**Patrick C. Bernal** is a Partner/Shareholder. Mr. Bernal earned his Bachelor of Arts from Texas A&M University in 1979, his Master of Public Affairs from the University of Texas at Austin in 1983, and his Juris Doctor from the University of Texas School of Law in 1983. He was admitted to the State Bar of Texas in 1983. He has 37 years of municipal legal experience. Mr. Bernal is experienced local government and municipal law, with expertise in litigation in state and federal courts, local government defense, employment law, land use, annexation, flooding, civil rights, torts, contracts, personal injury and property damage claims. Mr. Bernal is admitted to practice before the Fifth Circuit Court of Appeals, and for the Western and Southern Districts of Texas.



**Charles E. Zech** is a Partner/Shareholder. Mr. Zech earned his Bachelor of Business Administration from Southwest Texas State University in 1995, his Juris Doctor from St. Mary's School of Law in 1998, and his Masters of Public Administration from Texas State University in 2008. He was admitted to the State Bar of Texas in 1998. He has 22 years of legal experience, 19 years of municipal legal experience, and 19 years of economic development legal experience. Mr. Zech is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, with expertise in interpreting, defending, reviewing, and analyzing charters, municipal land use, contracts, and Chapter 380 economic development agreements. Mr. Zech is admitted to practice before all County and District Courts of Texas, the Texas Supreme Court, the United States District Court, Western District of Texas, and the United States Global District Court, Northern District of Texas. Mr. Zech also has 2 years of experience as a Deputy City Manager.

## **SAN ANTONIO OFFICE**

2517 N. Main Avenue  
San Antonio, Texas 78212  
210-227-3242 (office)



**Clarissa M. Rodriguez** is a Partner. Ms. Rodriguez earned her Bachelor of Arts in Speech Communication from Texas A&M University in 1998, her Masters of Public Administration from the University of Texas at San Antonio in 2001, and her Juris Doctor from Drake University School of Law in 2006. She was admitted to the State Bar of Texas in 2006. She has 14 years of legal experience and 10 years of municipal and economic development legal experience. Ms. Rodriguez is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in civil litigation, employment issues, ordinance drafting, land use, municipal infrastructure issues, premises liability, personal injury, and constitutional issues. Ms. Rodriguez is admitted to practice before the United States District Court, Southern District of Texas, the United States District Court, Western District of Texas, and the Fifth Circuit Court of Appeals.



**T. Daniel Santee, II** is a Partner. Mr. Santee earned his Bachelor of Arts-Psychology from Baylor University in 1991, and his Juris Doctor from St. Mary's University School of Law in 1994. He was admitted to the State Bar of Texas in 1995. He has 25 years of legal experience, 23 years of municipal legal experience and 21 years economic development legal experience. He is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in land use, ordinance and code provisions, and economic development performance agreements. Mr. Santee is admitted to practice before

the United States District Court Northern District of Texas. He holds merit certification for distinguished service in municipal law.



**Adolfo Ruiz** is a Senior Associate. Mr. Ruiz earned both a Bachelor of Arts in Government in 1980 and a Juris Doctor in 1983 from the University of Texas at Austin. He was admitted by the State Bar of Texas in 1984. Mr. Ruiz has 36 years of legal experience and 32 years of municipal legal experience. He is experienced in civil litigation and local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in with expertise in water rights. Mr. Ruiz is admitted to practice before the United States District Court, Western, Eastern, Northern, and Southern Districts of Texas; United States Court of Appeals for the Fifth Circuit; and United States Supreme Court.



**Cynthia X. Trevino** is an Associate. Mrs. Trevino earned her Bachelor of Arts Degree in Psychology from Texas A&M University at San Antonio in 2009, and her Juris Doctor from St. Mary's University School of Law in 2013. She was admitted to the State Bar of Texas in 2013. She has 7 years of legal experience, 6 years of municipal legal experience and 6 years of economic development legal experience. She is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in land use, condemnation, economic development, eminent domain, annexation, and real estate transactions. Ms. Trevino is admitted to practice before the United States District Court Western District of Texas.



**Matthew J. Longoria** is an Associate. Mr. Longoria earned his Bachelor of Arts-Film and Digital Media, Production from the University of California, Santa Cruz in 2008 and his Juris Doctorate from St. Mary's University School of Law in 2016. He also attended the Institute on Chinese Law and Business at Beihang University in Beijing, China. He was admitted to the State Bar of Texas in 2017. He is experienced in litigation, appeals, local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting.

## **RIO GRANDE VALLEY OFFICE**

701 E. Harrison, Ste. 100  
Harlingen, Texas 78550  
956-421-4904 (office)



**Robert L. Drinkard** is a Partner. He earned his Bachelor of Arts from The University of Texas at Austin in 1995 and his Juris Doctor from the University of Texas School of Law at Austin in 1998. He was admitted to the State Bar of Texas in 1998. He has 21 years of legal experience in municipal law. His experience includes representation of governmental entities, public officials in constitutional claims, civil rights, employment law, deceptive trade practices, planning and zoning and torts. Mr. Drinkard is admitted to practice before the Western District of Texas, the Texas Supreme Court, the United States District Court Southern District of Texas, and the United States Court of Appeals Fifth Circuit.



**Rebecca S. Hayward** is a Partner. She earned her Bachelor of Arts from Texas A & M International University in Laredo, Texas in 2008 and her Juris Doctor from Ave Maria School of Law in Naples, Florida in 2011. She was admitted to the State Bar of Texas in 2012. She has been practicing municipal law since joining the Firm in 2012. She is experienced in local government and municipal law, with expertise in civil litigation, labor and employment law, public sector labor negotiations, and municipal prosecution. Ms. Hayward is admitted to practice before the United States District Court Southern District of Texas, the United States District Court Western District of Texas, and the United States Fifth Circuit Court of Appeals.



**John-Michael Hayward** is an Associate. He earned his Bachelor of Science in Criminology from California State University in Fresno, California in 2008, and his Juris Doctor from Ave Maria School of Law in Naples, Florida in 2012. He was admitted to the State Bar of Texas in 2013. Mr. Hayward served in the United States Marine Corps. He has been practicing municipal law since joining the firm in 2014. His experience includes civil litigation defense in State and Federal Courts involving employment and labor law, personal injury, contracts, state constitutional claims, government risk pool coverage issues, federal constitutional claims made under section 1983, and various other claims and causes of action brought under state and federal law specific to representing governmental entities. Mr. Hayward also serves as a municipal court prosecutor for several cities throughout South Texas. Mr. Hayward is admitted to practice before the United States District Court Southern District of Texas, the United States District Court Western District of Texas, and the United States Fifth Circuit Court of Appeals.



**Allison A. Bastian-Rodriguez** is an Associate. She earned a Bachelor of Arts in Visual Communication from the University of Oklahoma in 1994 and her Juris Doctor from Oklahoma City University in 2007. She was admitted to the State Bar of Texas in 2007. She has over 11 years of municipal legal

experience. Ms. Bastian-Rodriguez serves on the State Bar Real Estate Forms Committee. She is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in real estate transactions, regulation of land use, election law and contracts for municipalities and governmental entities. Ms. Bastian-Rodriguez is admitted to practice before all courts in the state of Texas and the Texas Supreme Court.



**Nacer Aounallah** is an Associate. Mr. Aounallah earned his Associate of Science from South Texas College in 2005, his Bachelor of Multidisciplinary Studies from the University of Texas Brownsville in 2011 (magna cum laude), his Master of Science from Texas Tech University in 2013, and his Juris Doctor from the University of Houston Law Center in 2016. He was admitted to the State Bar of Texas in 2016. Mr. Aounallah is a former Customs Officer, and served in the United States Navy. He has experience in contractual law, tort law, and civil litigation. Mr. Aounallah is admitted to practice before the United States District Court for the Southern District of Texas, the United States District Court for the Eastern District of Texas, and the United States Court of International Trade.

## **AUSTIN OFFICE**

**2500 W. William Cannon, Ste. 609  
Austin, Texas 78745  
512-279-6431 (office)**



**Scott M. Tschirhart** is Partner. Mr. Tschirhart earned his Bachelor of Arts in Criminal Justice from the University of Texas at San Antonio (Magna Cum Laude) in 1996, and his Juris Doctor from Baylor University School of Law (Cum Laude) in 1999. He was admitted to the State Bar of Texas in 1999. He has 21 years of legal experience, mainly in Civil litigation and 14 years of local government and municipal law. He is an experienced litigator, particularly in federal civil rights defense and appeals, as well as representing local government clients in matters ranging from employment from employment discrimination to condemnation suits. He also provides day-to-day legal advice for police departments and guidance for critical incidents. Mr. Tschirhart is admitted to practice before the Northern, Southern, Eastern and Western United States District Courts of Texas, the Fifth Circuit Court of Appeals, and the United States Supreme Court. Mr. Tschirhart also has 12 years of experience as a licensed Texas Peace Officer.



**Megan R. Santee** is a Senior Associate. Mrs. Santee earned her Bachelor of Arts from Baylor University in 1991, and her Juris Doctor from Texas A&M University School of Law in 1997. She was admitted to the State Bar of Texas in 1997. She has 11 years of municipal legal experience and 6

years of economic development legal experience. She is experienced in litigation, appeals, local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolution drafting, and municipal prosecuting, personnel policies, briefing and motions, employment issues, purchasing, economic development, planning, and land use issues. Ms. Santee is admitted to practice before the U.S. District Court Northern District of Texas and the United States Court of Appeals Fifth Circuit. Ms. Santee also has 8 years of collective prior municipal management experience as the Executive Director of a Municipal Housing Authority, Assistant Director of Planning and Community Development and as a Director of Public Works. She also has legal experience as a Briefing Attorney for the Eleventh District Court of Appeals and with wills and estates and oil and gas leasing.



**Sarah M. Griffin** is a Senior Associate. Mrs. Griffin earned her Bachelor of Arts in English from Trinity University in 1986, and her Juris Doctor from St. Mary's School of Law in 1989. She was admitted to the State Bar of Texas in 1989. She has 31 years of municipal legal experience and 21 years of economic development legal experience. She is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecuting, with expertise in water rights, employment issues, economic development, zoning, and drafting legislation and ordinances. She is admitted to practice before the United States District Court Western District of Texas.



**Robyn Katz** is an Associate. Ms. Katz earned her Bachelor of Science from the University of Michigan in 2003, her Master of Education from the University of Texas in 2004, and her Juris Doctor from Texas Tech school of Law in 2010. She was admitted to the State Bar of Texas in 2010, the State Bar of New Jersey in 2018, and the State Bar of Colorado in 2019. She has 10 years of legal experience, including 5 years as a state prosecutor in Justice of the Peace, misdemeanor, and felony level courts, and 4 years practicing civil law. Ms. Katz is experienced in criminal law, animal law, legislation, and ordinance drafting. Ms. Katz is admitted to practice before all County and District Courts of Texas, the Texas Supreme Court, the United States District Court, Western District of Texas, and all courts in New Jersey. Ms. Katz currently serves as the Chair of the State Bar Animal Law Section and as an Adjunct Professor at St. Mary's School of Law.

## **TEXAS GULF COAST OFFICE**

549 N. Egret Bay Blvd., Ste. 200  
League City, Texas 77573  
832-632-2102 (office)

[Not currently staffed]

\*Updated 6/20/2020



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(f) CARES Act Spending Plan  
**Submitted by:** Allena Portis, Director of Financial Services.

### SYNOPSIS

On August 3, 2020, the CARES Act priorities and outreach plan was presented to City Council for consideration. At that time, City Council approved and authorized the use of Coronavirus Relief Funds (CARES Act) according to a submitted project list totaling \$ 2,357,548. A revised project list/budget is being brought to the City Council for consideration and authorization.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

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

### BACKGROUND

The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Fort Bend County received \$134,262,393.00 from the State of Texas from the Fund. Missouri City is eligible to receive up to \$3,763,760.00 in reimbursements from Fort Bend County. The City would be required to make expenditures up front before receiving reimbursements.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

In addition to the funds awarded from Fort Bend County, the City is eligible to receive up to \$345,015 from Harris County for a total of \$4,108,775 in County awarded CARES Act funds. The City expects a cumulative allocation of \$428,210 in CDBG-CV funding from the CARES Act, which will have a separate plan submitted to City Council for approval.

After evaluation of the City's strategy and anticipated costs associated with addressing COVID-19, the expenditure plan was revised. The updated spending plan includes expending the total allocation of \$4,108,775.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY 2021 Funds Budgeted	FY 2021 Funds Available	Amount Requested
CARES Act	800-53504-99-999	COVID	\$4,108,775	\$4,108,775	\$4,108,775

**Purchasing Review:** N/A

**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. CARES Act Project List/Budget

**STAFF'S RECOMMENDATION**

Staff recommends Council approves and authorizes City departments to use CARES Act funds according to the submitted project list.

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

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

		Approved 8/3/2020	Adjustment	Proposed 10/5/2020
<b>Priority 1: Existing Expenses</b>				
Existing Expenses ( PPE, Sanitation, Supplies, Staff time)	Expenses Missouri City already spent on COVID* includes Emergency Sick Leave	\$ 150,000	\$ 436,305	\$ 586,305
COVID Emergency Sick Leave	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.	\$ 61,000	\$ (61,000)	\$ -
<b>Priority 2: Safety</b>				
Thermal Imaging	System will allow visitors/ employees to have temps check system at 10 high traffic entrances into city buildings.	\$ 150,000	\$ (111,225)	\$ 38,775
Cleanse Portal	Sanitizing Entry Gates	\$ -	\$ 338,250	\$ 338,250
First Responder safety equipment	Individual Air Pack regulator. This would help isolate potential contamination between individuals who currently share regulators  And training mannequin to better train our firefighter to respond to COVID positive patients.	\$ 117,048	\$ -	\$ 117,048
Missouri City Cloth Mask		\$ 16,000	\$ (8,500)	\$ 7,500
Hazardous Pay for First Responders		\$ -	\$ 182,000	\$ 182,000
Projected Salary & Benefits for COVID-19 response	Projected expenditures through November 30, 2020	\$ -	\$ 207,396	\$ 207,396
Medical Director	Projected cost of Dr. Joe Anzaldua services September - December		\$ 4,500	\$ 4,500
Water Testing for COVID	Sampling and analyzing the wastewater from sewer lifts stations closest to largely populated areas like hospitals, businesses and large residential areas could provide significant COVID-19 related data.	\$ 25,000	\$ -	\$ 25,000
Building Services	Plexiglas (previous request included intercoms and automatic doors)	\$ 88,500	\$ (68,500)	\$ 20,000
Testing & Quarantine	Funds to test employees & quarantine first responders	\$ 75,000	\$ (75,000)	\$ -
<b>Priority 3: Public Outreach</b>				
Small Business Assistance	Up to \$2,500 grants for 200 recipients for a total of \$500,000 in funding	\$ 500,000	\$ (500,000)	\$ -
Rental/ Mortgage and Utility Assistance	Up to \$2500 grants for 200 recipients for a total of \$500,000 in funding.	\$ 500,000	\$ -	\$ 500,000
Small Business Leasehold/Mortgage Assistance Program	Up to \$15,000 grant	\$ -	\$ 1,412,178	\$ 1,412,178
Mpact Consulting Agreement	Manage the Assistance Programs and provide grants management assistance. Contract approved by City Council.	\$ -	\$ 304,000	\$ 304,000
PPE for Senior Living and Senior citizens	Senior Living Facilities and Seniors throughout the community \$75,000.	\$ 75,000	\$ -	\$ 75,000
<b>Priority 4: Other Expenses</b>				
Temporary workers	Up to 5 temp workers for 5 months to assist with COVID related task	\$ 100,000	\$ (100,000)	\$ -
Telework and meetings	This includes laptops, licenses, docking stations, Zoom, DocuSign and WebEx Charges	\$ 280,000	\$ (169,176)	\$ 110,824
EOC Enhancements	Technology upgrade to EOC to allow workers to be spread out over several rooms	\$ 100,000	\$ 60,000	\$ 160,000
Self-Sanitizing Robot	To sanitize high traffic areas	\$ 100,000	\$ (100,000)	\$ -
Planning	Update City COOP plan with a pandemic annex (Mpact Consulting)	\$ 15,000		\$ 15,000
COVID Employee Health and Wellness	Employee appreciation	\$ 5,000	\$ -	\$ 5,000
<b>Total Planned Expenditures</b>		<b>\$ 2,357,548</b>	<b>\$ 1,751,228</b>	<b>\$ 4,108,776</b>



**Council Agenda Item  
October 5, 2020**

**10. ORDINANCES**

- (a) Consider an ordinance directing the mayor to release the City of Missouri City's interest in a drainage easement located north of Highway 6, south of Trammel Fresno Road, east of Fort Bend Parkway, and west of a Houston Lighting and Power Company easement. (*Proposed presenter: Director of Public Works Shashi Kumar*)
- 

Cover memo – *Forthcoming*

Ordinance – *Forthcoming*



## CITY COUNCIL AGENDA ITEM COVER MEMO

October 5, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(a) Consider a resolution amending the utility schedule of fees  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer  
Todd J. Hoover, Utilities Manager

### SYNOPSIS

The Groundwater Reduction Plan (GRP) Oversight Committee comprised of plan participants is charged with maintaining oversight over the implementation of the GRP program as well as setting/amending pumpage rates as may become necessary. At the August 7, 2020 GRP Oversight Committee meeting, the Committee recommended amendments to the pumpage and user's fees to meet anticipated growth and expansion needs. On September 21, 2020 City Council adopted a resolution amending the utility schedule of fees with an effective date of October 1, 2020. GRP participants provided feedback and requested an amendment to the effective date. The City Council is to consider recommendation from City staff to authorize proposed change to the effective date (to be December 1, 2020) for the pumpage and user's fees.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

The Fort Bend Subsidence District (FBSD) was created by the Texas State Legislature in 1989, for the purpose of regulating withdrawal of groundwater to minimize land subsidence (sinking) and associated risks, which includes flooding impacts. Currently, each City and municipal utility district (MUD) in east Fort Bend County is required to reduce groundwater pumpage to no more than 70% of the total water demand withdrawn from the ground. To meet this mandate by the Subsidence District, the City and MUDs have adopted and implemented a Joint Groundwater Reduction Plan (GRP). The City with partnership from 30-plus other local entities has constructed a Regional Surface Water Treatment Plant to produce treated surface water to meet this mandate. Currently, about 42% of the total water supplied to the GRP participant area is attributed to surface water supplies (well above the 30% mandate by FBSD). Water users located within the participant area contribute to the cost associated with meeting the FBSD mandate, which includes construction and operation of a Surface Water Plant and the purchase of raw surface water from the Brazos River. This cost is passed on to all water customers (residents) within the participant area by paying a GRP fee based on the actual metered water usage. The GRP Oversight Committee which is comprised of plan participants is charged with maintaining oversight over the implementation of the GRP program as well as annually review and recommend pumpage fee rate adjustments as necessary.

The GRP Oversight Committee evaluated cost increases to supplement expenses mainly related to additional raw water purchase, Capital Projects necessary to accommodate ultimate growth and FBSD mandates and worked diligently to keep the proposed rate increases to the very minimum. It should be noted that some parts of the City primarily are converted to surface water sources (Converted MUD's) and the other areas rely solely on groundwater sources (Non-converted MUD's). The attached water sources map depicts these areas. However, all participants (Converted and Non-Converted MUD's) pay their share of cost to meet the FBSD conversion mandates. The current wholesale pumpage fee charged by the City to its providers (MUD's etc.) is \$1.72 per 1,000 gallons, and is proposed to increase to \$1.79. The current surface water pumpage fee is \$2.19 and is proposed to increase to \$2.38 per \$1,000 gallons. The current ground

water user's fee is \$0.47 and is proposed to increase to \$0.59 per 1,000 gallons. These adjusted pumpage fees are proposed to take effect on December 1, 2020 for fiscal year FY21. These increases were substantiated after a detailed financial analysis (pro-forma) taking into account the projected revenues, expenses, debt service obligations and operating reserves for the 5-year planning horizon. An average household within the city uses 8,000 gallons per month and currently pays a monthly GRP fee of about \$18 per month, which may include an administrative fee charged by the MUD/billing agent. The proposed increase will be in the range of \$1.52 for an average resident's monthly water bill.

Both the current fee and increased fee are lower than other pumpage (GRP) fees in the County, and significantly lower than the FBSD disincentive fee of \$6.50 per thousand gallons which is charged to entities not meeting the 30% reduction mandate. It should be noted that the GRP fee is a result of the FBSD mandate and not an additional tax levied by the City or the MUD. As a comparison, the proposed pumpage fee of \$2.38 is less than the City of Rosenberg at \$2.60, City of Richmond at \$2.42, and North Fort Bend Water Authority at \$4.30.

City staff routinely meets with wholesale customers to inform them of GRP program updates. Staff will keep residents/consumers informed about this effective date change.

**BUDGET ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY2021 Funds Budgeted	FY2021 Funds Available	Amount to be Received yearly
RWTP Revenue	540-45524-01-001-	GRP Pumpage Fees	\$6,200,000	\$6,200,000	
RWTP Revenue	540-45540-01-001-	Groundwater User Fee	\$5,550,000	\$5,500,000	

**Purchasing Review:** N/A

**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. Resolution and Schedule of Fees

**STAFF'S RECOMMENDATION**

Accept recommendation from City staff to adopt a resolution amending the utility schedule of fees to reflect new GRP Pumpage fee effective December 1, 2020.

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

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

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING THE UTILITY SCHEDULE OF FEES; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

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

Section 1. From October 5, 2020, through November 30, 2020, applications for utility services and related permits and licenses shall be accompanied by a fee paid to the City in the amounts specified in the Schedule of Fees attached hereto as Exhibit "A" and made a part hereof. Additionally, from October 5, 2020, through November 30, 2020, City water customers and groundwater reduction plan participants shall pay groundwater reduction fees as required in the amounts specified in the Schedule of Fees attached hereto as Exhibit "A" and made a part hereof.

Section 2. From December 1, 2020, applications for utility services and related permits and licenses shall be accompanied by a fee paid to the City in the amounts specified in the Schedule of Fees attached hereto as Exhibit "B" and made a part hereof. Additionally, from December 1, 2020, City water customers and groundwater reduction plan participants shall pay groundwater reduction fees as required in the amounts specified in the Schedule of Fees attached hereto as Exhibit "B" and made a part hereof.

Section 3. The officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 4. *Repeal.* Resolution R-20-26, adopted on September 21, 2020, is hereby repealed.

Section 5. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution 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 part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. *Effective date.* This resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED on first and final reading this 5<sup>th</sup> day of October, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

EXHIBIT "A"

SCHEDULE OF FEES

DESCRIPTION		FEES
<b>I.</b>	<b><u>In General</u></b>	
	<b>A. Single-Family Residential Customer Water Tap</b>	
	¾ inch	\$1,600.00
	1 inch	\$1,900.00
	Greater than 1 inch	Three times the actual cost of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation
	<b>B. Multifamily Residential, Nontaxable and Commercial Water Tap</b>	
	¾ inch	\$1,000.00 plus three times the cost to the city of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation
	1 inch or greater	\$1,200 plus three times the cost to the city of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation.

<b>II.</b>		<b><u>Multifamily Residential, Commercial and Nontaxable Customer Inspections</u></b>	
	<b>A.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Prefacility Inspection</b>	<b>\$175.00</b>
	<b>B.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Prefacility Reinspection</b>	<b>\$75.00</b>
	<b>C.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Facility Inspection</b>	<b>\$175.00</b>
	<b>D.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Facility Reinspection</b>	<b>\$75.00</b>
<b>III.</b>		<b><u>Sewer Connection Inspection or Reinspection</u></b>	<b>\$125.00</b>
<b>IV.</b>		<b><u>Grease Trap Inspection</u></b>	<b>\$75.00</b>
<b>V.</b>		<b><u>Temporary Meters</u></b>	
	<b>A.</b>	<b>Installation fee</b>	<b>\$75.00</b>
	<b>B.</b>	<b>City Deposit</b>	<b>\$1000.00</b>
<b>VI.</b>		<b><u>Miscellaneous Fees</u></b>	
	<b>A.</b>	<b>Reconnection Fee</b>	<b>\$75.00</b>
	<b>B.</b>	<b>Transfer Fee</b>	<b>\$35.00</b>
	<b>C.</b>	<b>Security Deposit</b>	<b>\$150.00</b>
	<b>D.</b>	<b>Service Inspection</b>	<b>\$50.00</b>
<b>VII.</b>		<b><u>Groundwater Reduction Plan Participation Fee</u></b>	
	<b>A.</b>	<b>Non-converting GRP Participation Fee</b>	<b>\$1.72 per 1,000 gallons billed</b>
	<b>B.</b>	<b>Converting GRP Participation Fee</b>	<b>\$2.19 per 1,000 gallons billed</b>
<b>VIII.</b>		<b><u>Industrial Waste Fee</u></b>	
	<b>A.</b>	<b>Industrial User Connection Fee</b>	<b>\$175.00</b>
	<b>B.</b>	<b>Annual Industrial User Fee</b>	<b>\$1,000.00</b>

EXHIBIT "B"

SCHEDULE OF FEES

DESCRIPTION		FEES
<b>I.</b>	<b><u>In General</u></b>	
	<b>A. Single-Family Residential Customer Water Tap</b>	
	¾ inch	\$1,600.00
	1 inch	\$1,900.00
	Greater than 1 inch	Three times the actual cost of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation
	<b>B. Multifamily Residential, Nontaxable and Commercial Water Tap</b>	
	¾ inch	\$1,000.00 plus three times the cost to the city of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation
	1 inch or greater	\$1,200 plus three times the cost to the city of installing the tap, meter and necessary service lines and of repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation.

<b>II.</b>		<b><u>Multifamily Residential, Commercial and Nontaxable Customer Inspections</u></b>	
	<b>A.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Prefacility Inspection</b>	<b>\$175.00</b>
	<b>B.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Prefacility Reinspection</b>	<b>\$75.00</b>
	<b>C.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Facility Inspection</b>	<b>\$175.00</b>
	<b>D.</b>	<b>Multifamily Residential, Commercial and Nontaxable Customer Facility Reinspection</b>	<b>\$75.00</b>
<b>III.</b>		<b><u>Sewer Connection Inspection or Reinspection</u></b>	<b>\$125.00</b>
<b>IV.</b>		<b><u>Grease Trap Inspection</u></b>	<b>\$75.00</b>
<b>V.</b>		<b><u>Temporary Meters</u></b>	
	<b>A.</b>	<b>Installation fee</b>	<b>\$75.00</b>
	<b>B.</b>	<b>City Deposit</b>	<b>\$1000.00</b>
<b>VI.</b>		<b><u>Miscellaneous Fees</u></b>	
	<b>A.</b>	<b>Reconnection Fee</b>	<b>\$75.00</b>
	<b>B.</b>	<b>Transfer Fee</b>	<b>\$35.00</b>
	<b>C.</b>	<b>Security Deposit</b>	<b>\$150.00</b>
	<b>D.</b>	<b>Service Inspection</b>	<b>\$50.00</b>
<b>VII.</b>		<b><u>Groundwater Reduction Plan Participation Fee</u></b>	
	<b>A.</b>	<b>Non-converting GRP Pumpage Fee</b>	<b>\$1.79 per 1,000 gallons billed</b>
	<b>B.</b>	<b>Converting GRP Pumpage Fee</b>	<b>\$2.38 per 1,000 gallons billed</b>
<b>VIII.</b>		<b><u>Industrial Waste Fee</u></b>	
	<b>A.</b>	<b>Industrial User Connection Fee</b>	<b>\$175.00</b>
	<b>B.</b>	<b>Annual Industrial User Fee</b>	<b>\$1,000.00</b>



**Council Agenda Item  
October 5, 2020**

**12. CITY COUNCIL ANNOUNCEMENTS**

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

**13. CLOSED EXECUTIVE SESSION**

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

**14. RECONVENE**

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

**15. ADJOURN**

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