

# CITY OF TODD MISSION REGULAR COUNCIL MEETING

## Meeting Minutes

April 8, 2021

- Call to Order

City Manager Neal Wendele called to order the meeting of the Todd Mission City Council at 2:01 pm on April 8, 2021 at City Hall 21718 FM 1774, Todd Mission, TX.

Meeting was open to the public via zoom.

- Roll Call

The following people were present:

Council Member Hal Merritt- via Zoom

Council Member Heather Moon- Whinnery

Council Member Brett Bratcher-

Council Member Stephen Mensing- via Zoom

City Manager Neal Wendele

City Secretary Julie Lunsford

City Attorney Art Pertile

Certification of a Quorum:

Four Council Members were present. Quorum was certified.

- New Business

- Neal Wendele called meeting to order

- Pledge –

- -Public Comments – Council member Hal Merritt asks if the city is being compensated from TX Dot for the use of city property for construction use. Neal Wendele advises that the company is Larry Young paving and they will be paving the city parking lot as compensation. Council member Stephen Mensing asks for verification that the post office will need to be contacted regarding mailboxes on Wildwood. Neal verifies that the post office is the correct contact

- Closed public comments

- Presentations/ Public Announcements –

- None

1. CONSENT AGENDA

- a. **CONSIDERATION – APPROVAL OF MINUTES** Consideration and possible action to approve the minutes of the meeting held March 11, 2021. Council Member Brett Bratcher makes a motion to approve. Council Member Heather Moon - Whinnery 2<sup>nd</sup>. Unanimous.

- **Police Report-** Interim Keith Winford lets council know the police department will be enforcing construction zone speed limits and taking zero tolerance approach during road construction. Winford also lets council know the state has ended the grace period for vehicle registration with the State of Emergency.

**- Administration Report -**

- a. **Financial Update-** \$223,000 in Texas Class, \$10,000 court, \$45,411 in checking.
- b. **CDBG Renfaire/ Wildwood-** Notice of Intent to Request Release of Funds. Wendele lets council know that we are now in the public comment portion. By the end of the month funds should be released. Then bid for materials will take place and project in May or June.
- c. **Update on upcoming events-** Wendele updates council on the upcoming events with in Todd Mission.

April 29 – May 2 Dawgs on Hawgs  
May 1- MS 150  
May13-15- Buckle Down South

- d. **Sign Project Update-** Wendele updates council that the signs have been delivered.

2. **FOR CONSIDERATION AND POSSIBLE ACTION** - Discuss and approve annual audit of the fiscal year December 31, 2020 financial statements. Wendele lets council know that the auditor report is not ready at this time as planned.
3. **EXECUTIVE SESSION-** Pursuant to Sec. 551.071 Texas Government Code on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas. Council moves into Executive Session at 2:17p.m. Council moves out of Executive Session at 3:14.
4. **FOR CONSIDERATION AND POSSIBLE ACTION-** Discuss and consider quotes for air conditioning system replacement at city hall. Wendele lets council know of the need for an AC replacement as it is about 15 years old. Wendele presents two quotes. One from Country Air and

the other from Cool Air Houston (see attached). Council approves City Manager to purchase the most efficient / best value AC unit under \$9,000.

- *Council Member Bratcher makes motion to close the meeting. Council Member Moon-Whinnery - 2nd. Unanimous. The meeting was closed at 3:28pm.*

TACL B001130C



Quality - Comfort - Trust

Country Air  
38917 FM 1774  
Magnolia TX 77355  
Phone: 281-356-8564  
Fax: 281-259-2079

DATE	Quote #	CUST #
3/26/2021	0000028955	0007673

BILL TO	office	936-894-3001	SHIP TO	Todd Mission City Hall	936-894-3001
Todd Mission City Hall	Phone2	936-894-3001	Todd Mission City Hall	21718 Fm 1774	
21718 Fm 1774	Phone3		Plantersville TX 77363-		
Plantersville TX 77363-	Fax	281	Plantersville TX 77363-		281-850-6070

P.O. NUMBER		TERMS	SALES PERSON	
		COD	THOMAS	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
	manufacturer's specifications.			
1.00	Quoted amount	7,025.00	7,025.00	
	OPTION 4: Install GOODMAN single stage Air Handler with Standard Motor, Install 10 kw heat kit, 3.5 Ton GOODMAN 16 SEER efficient Condenser, sheet metal air handler stands, Replace Supply and Return Air Plenum, galvanized emergency drain pan w/ceiling saver switches, starting collars w/dampers (for air balancing if needed), Honeywell programmable thermostat, seal all ductwork connections, electrical pull disconnect, waterproof electrical whip for outdoor unit, start and charge system with 410a refrigerant according to manufacturer's specifications..			
1.00	Quoted amount	7,749.00	7,749.00	
	TRANE REGISTERED WARRANTY ~*5-year Limited Warranty on Compressor ~*5-year Limited Warranty on Condenser Coil ~*5-year Limited Warranty on Evaporator Coil ~*5-year Limited Warranty on Air Handler COUNTRY AIR LABOR WARRANTY ~*2-year Labor Warranty			
	GOODMAN REGISTERED WARRANTY ~*5-year Limited Warranty on Compressor ~*5-year Limited Warranty on Condenser Coil ~*5-year Limited Warranty on Evaporator Coil ~*5-year Limited Warranty on Air Handler COUNTRY AIR LABOR WARRANTY ~*2-year Labor Warranty			
	COUNTRY AIR includes a FREE 1 Year COMFORT CLUB MEMBERSHIP with your New System. As one of our Family Members you will receive TWO (Spring and Fall) System Maintenance Checks, Priority Service, DISCOUNTS and many other benefits.			
TOTAL			\$0.00	

Prices good for 30 days

\*\*FINANCING AVAILABLE\*\*



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 office 936-894-3001  
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 Plantersville TX 77363- Fax 281

**SHIP TO:**  
 Todd Mission City Hall 936-894-3001  
 21718 Fm 1774  
 Plantersville TX 77363- 281-850-6070

P.O. NUMBER		TERMS	SALES PERSON	
		COD	THOMAS	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	OPTION 1: Install TRANE TEM4 single stage Air Handler with Standard Motor, Install 15 kw heat kit, 3.5 Ton TRANE XR14 efficient Condenser, sheet metal air handler stands, Replace Supply and Return Air Plenum, galvanized emergency drain pan w/ceiling saver switches, starting collars w/dampers (for air balancing if needed), Honeywell programmable thermostat, seal all ductwork connections, electrical pull disconnect, waterproof electrical whip for outdoor unit, start and charge system with 410a refrigerant according to manufacturer's specifications.	8,964.00	8,964.00	
1.00	OPTION 2: Install TRANE TEM6 single stage High Efficiency Air Handler with Variable Speed Motor, Install 15 kw heat kit, 3.5 Ton TRANE XR16 efficient Condenser, sheet metal air handler stands, Replace Supply and Return Air Plenum, galvanized emergency drain pan w/ceiling saver switches, starting collars w/dampers (for air balancing if needed), Honeywell programmable thermostat, seal all ductwork connections, electrical pull disconnect, waterproof electrical whip for outdoor unit, start and charge system with 410a refrigerant according to manufacturer's specifications.	10,330.00	10,330.00	
	OPTION 3: Install GOODMAN single stage Air Handler with Standard Motor, Install 10 kw heat kit, 3.5 Ton GOODMAN 14 SEER efficient Condenser, sheet metal air handler stands, Replace Supply and Return Air Plenum, galvanized emergency drain pan w/ceiling saver switches, starting collars w/dampers (for air balancing if needed), Honeywell programmable thermostat, seal all ductwork connections, electrical pull disconnect, waterproof electrical whip for outdoor unit, start and charge system with 410a refrigerant according to			

Prices good for 30 days

\*\*FINANCING AVAILABLE\*\*

# Cool Air Houston

HVACR Mechanical Services, LLC

P.O. Box 492 - South Houston, TX 77587

(713) 941-1400 - Fax (713) 941-3039

License # TA CLB012596C / TA CLA48891C

# QUOTE

Quote Date	Quote #
4/8/2021	1384
PO #	Terms
	Net 30 Days

Bill To
City Of Todd Mission 21718 FM 1774 Plantersville, TX 77363

Location
Todd Mission City Hall Todd Mission City Hall 21718 FM 1774 Plantersville, TX 77363

**Work to be Performed**

Price for Armstrong Air 16 Seer system with electric heat  
 Labor and materials to remove and replace existing 3.5ton ele/electric HVAC Systems.  
 Includes: Recovery of freon, removal of old equipment, installation of new systems, pull vacuum, on system, charge, start and test for proper operations.  
 Systems include: Condensing unit, air handler, heat kit, equipment pad, emergency drain pan, float switch, filter drier and electrical whip for condensing unit.  
 Warranty: Manufactures 2 year Labor and 5 year Parts included\*

Unit Information
↑

Quantity	Description	Measure	Price	Amount	
1.00	3.5ton 16 Seer System w/15KW heat kit	Each	\$4,000.00	\$4,000.00	
1.00	Supply and return plenums	Each	\$325.00	\$325.00	
1.00	Honeywell T6 Pro Wi-Fi thermostat	Each	\$230.00	\$230.00	
1.00	Service Tech StraightTime	HR	\$1,900.00	\$1,900.00	
				Taxable	\$6,455.00
				Non-Taxable	\$0.00
				Sub-Total	\$6,455.00
				Sales Tax	\$532.54
				<b>TOTAL</b>	<b>\$6,987.54</b>

Rev 08/10/2020

\_\_\_\_ REPAIRS NOT APPROVED

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Labor and Materials on work order may not be inclusive

TERMS AND CONDITIONS OF PROPOSAL  
Cool Air Houston HVACR Mechanical Services, LLC

1. **ACCEPTANCE**  
The Proposal is subject to credit approval by the Cool Air Houston Mechanical Services, LLC Accounting Department.
2. **NO MODIFICATIONS**  
This contract shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of Cool Air Houston Mechanical Services, LLC has the authority to make any agreement, contract, warranty, term promise, condition, or understanding, expressed or implied which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.
3. **REMEDIES OF COOL AIR HOUSTON HVACR MECHANICAL SERVICES, LLC**  
Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain in Cool Air Houston Mechanical Services, LLC, and in the case of non-payment, Cool Air Houston Mechanical Services, LLC, shall be entitled to any and all remedies of an unpaid Seller under the Texas Code or other States' laws, including the right of Cool Air Houston Mechanical Services, LLC, to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials has been installed pursuant to the contract, then as to that part of said equipment and materials which has been installed, and the labor and services related thereto, Cool Air Houston Mechanical Services, LLC, shall have a mechanics lien against the premises where said equipment and materials has been installed pursuant to the applicable statutes and law relating to mechanic's liens for furnishings of labor and materials. Any payment due Cool Air Houston Mechanical Services, LLC, under this contract is payable on receipt of Cool Air Houston Mechanical Services, LLC Invoice. A late payment charge of 1 ½ % per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days. In the event, Cool Air Houston Mechanical Services, LLC refers this matter to a collection agency or attorney, Cool Air Houston Mechanical Services, LLC shall be entitled to its costs in so doing plus reasonable attorneys' fees.
4. **WARRANTIES AND LIMITS OF LIABILITY**  
Cool Air Houston Mechanical Services, LLC shall furnish free of charge such part or parts of the machinery and apparatus sold hereunder, that may become defective in workmanship or material within 30 days, or the manufacturer's standard warranty, whichever is shorter, from the date of delivery or effective use of installation. The labor warranties are as stated on the face of this proposal. Cool Air Houston Mechanical Services, LLC obligation shall be merely to furnish duplicate parts as provided herein, and Cool Air Houston Mechanical Services, LLC shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Cool Air Houston Mechanical Services, LLC responsible for any alterations that may be made in the warranty and equipment without its consent. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.** Cool Air Houston Mechanical Services, LLC shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure materials from the usual sources of supply or for any contingencies that are unavoidable or beyond the control of Cool Air Houston Mechanical Services, LLC. Cool Air Houston Mechanical Services, LLC shall not be responsible for any consequential damage or spoilage due to the installation, operation, or time or manner of service of any equipment. All labor is to be performed by Cool Air Houston Mechanical Services, LLC and during Cool Air Houston Mechanical Services, LLC regular working hours unless so, specified otherwise in writing.
5. **INSTALLATION AND COMPLETION**  
Unless specifically enumerated in proposal as Cool Air Houston Mechanical Services, LLC's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing signed by the President or Vice-President of Cool Air Houston Mechanical Services, LLC.
6. **INSURANCE**  
Purchaser agrees to insure said merchandise against the hazards of fire and extended coverage at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft or casualty. Purchaser agrees to assign to Cool Air Houston Mechanical Services, LLC, upon request, the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Cool Air Houston Mechanical Services, LLC shall apply said proceeds to the balance due by the Purchaser under this contract.
7. No transfer, renewal, extension or assignment of this contract or any interest hereunder or less, injury, or destruction of said property shall release Purchaser from his obligation hereunder. Every assignee of Cool Air Houston Mechanical Services, LLC and/or its assigns shall be entitled to all rights and remedies of Cool Air Houston Mechanical Services, LLC. The term "Cool Air Houston Mechanical Services, LLC." wherever used in this contract includes Cool Air Houston Mechanical Services, LLC's successor's and assigns unless otherwise defined.
8. Prior to written acceptance by Cool Air Houston Mechanical Services, LLC., Cool Air Houston Mechanical Services, LLC shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Cool Air Houston Mechanical Services, LLC. Acceptance.
9. This contract is void 30 days from date unless signed and returned to Cool Air Houston Mechanical Services, LLC.