

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, MAY 6, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, May 6, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Danny Carpenter – Grace Christian Family Center

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Presentations:

- Proclamation – May 5-11, 2019 is “**Municipal Clerks Week**”
- Proclamation – May 12-18, 2019 is “**Tomball Firefighter Appreciation Week**”

- Proclamation – May 15, 2019 is “**Peace Officers Memorial Day**”
- Proclamation – May 12-18, 2019 is “**Tomball Police Week**”
- Proclamation – May 12-18, 2019 is **Northwest Community Health, and National Emergency Medical Services Week - "EMS Strong: Stronger Together" - Tomball, Texas**

6.0 Reports and Announcements

- May 11, 2019 – **2nd Saturday at the Depot**
- Reports by City staff and members of Council about items of community interest on which no action will be taken:

7.0 Approve the Minutes of the April 15, 2019 Regular Tomball City Council Meeting

8.0 New Business:

- 8.1 Conduct Public Hearing of the City Council of the City of Tomball to Consider the Advisability of the Creation of a Public Improvement District to make Certain Improvements over Certain Property located within the Corporate Limits of the City of Tomball (TPID 9 – Tomball Heights Subdivision)
- 8.2 Approve Resolution No. 2019-11, a Resolution Making Findings in Connection with the Proposed Public Improvement District Number Nine Related to the Advisability of the Improvements, the Nature of the Improvements, the Estimated Cost of the Improvements, the Boundaries of the Proposed District, the Method of Assessment and the Apportionment of Cost between the District and the City as a Whole; and Making Other Findings Related to the District
- 8.3 Approve Resolution No. 2019-12, a Resolution Authorizing the Establishment of the Public Improvement District Number Nine in the City of Tomball, Texas; Authorizing Publication of This Resolution, Providing for the Preparation of a Service and Assessment Plan; and Making Other Provisions Related to the Subject (Tomball Heights Subdivision)
- 8.4 Consideration to approve **Zoning Case P19-039**: Request by Pamela Casia to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.5 acres of land legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, generally located on the south side of Michel Road, west of School Street, from the Agricultural District to the Commercial District.
 - Conduct Public Hearing on **Zoning Case P19-039**
 - Adopt, on First Reading, Ordinance No. 2019-10, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.5 acres of land, legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; said property being generally located on the south side of Michel Road, west of School Street; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- 8.5 Authorize City Manager to Enter Into Negotiations with WCA Waste Corporation for Solid Waste Services
- 8.6 Approve Change Orders 3 & 4 for E&P Project Number 2017-10002 Critical Needs Improvements for the North and South Wastewater Treatment Plants to the Contract dated October 20, 2017, between the City of Tomball and JTR Constructors, Inc.
- 8.7 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 - Consultation with City Attorney regarding Settlement Offer in Cause No. 2018-00921; City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn & Suites and CPIF Tomball, LLC., in the 234th District Court in and for Harris County, Texas
- 8.8 Consideration and Possible Action regarding Settlement Offer in Cause No. 2018-00921; City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn & Suites and CPIF Tomball, LLC. in the 234th District Court in and for Harris County, Texas
- 9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of May 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-

6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

- Led by Pastor Danny Carpenter – Grace Christian Family Center

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

- Proclamation – May 5-11, 2019 is “**Municipal Clerks Week**”
- Proclamation – May 12-18, 2019 is “**Tomball Firefighter Appreciation Week**”
- Proclamation – May 15, 2019 is “**Peace Officers Memorial Day**”
- Proclamation – May 12-18, 2019 is “**Tomball Police Week**”
- Proclamation – May 12-18, 2019 is **Northwest Community Health, and National Emergency Medical Services Week - "EMS Strong: Stronger Together" - Tomball, Texas**

Background:

Origination:

Various

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Proclamation - “Municipal Clerks Week”

Proclamation - “Tomball Firefighter Appreciation Week”

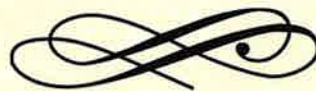
Proclamation - “Peace Officers Memorial Day” and "Tomball Police Week"

Proclamation - Northwest Community Health, and National Emergency Medical Services Week - "EMS Strong: Stronger Together" - Tomball, Texas

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, the Office of the Municipal Clerk/City Secretary is a time honored and vital part of local government existing throughout the world; and

WHEREAS, the Office of the Municipal Clerk/City Secretary is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk/City Secretary through participation in education programs, seminars, workshops and annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council, do recognize the week of **May 5 through May 11, 2019**, as the:

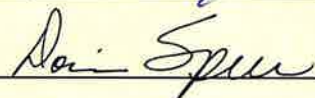
“50th ANNUAL MUNICIPAL CLERKS WEEK”

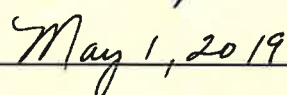
and further extend appreciation to our Municipal Clerk/City Secretary, Assistant City Secretary, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



Attest: 

Date: 

Office of the Mayor
Tomball, Texas



Proclamation



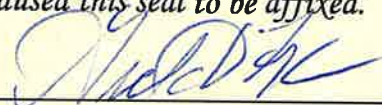
- WHEREAS,** the **Tomball Fire Department** has protected the City of Tomball and the surrounding community since its inception in 1934; and
- WHEREAS,** the **City of Tomball** recognizes, honors and promotes the value of the contributions of the members of the **Tomball Fire Department**, who place themselves in harm's way to ensure that persons and property are protected; and
- WHEREAS,** the **Tomball Fire Department** has grown to 28 full-time line positions, 5 full-time administrative/prevention staff members, 12 part-time line positions, 20 volunteer firefighters, and 10 vehicles/apparatus operating from three stations, providing fire and rescue services for the protection of life, property and the environment in and around Tomball 24 hours a day, seven days a week; and
- WHEREAS,** the **City of Tomball** and the **Tomball Fire Department** personnel have worked together to provide for the rapid deployment of firefighters and equipment, improved water supply and distribution systems, improved communication systems, and significant firefighter training—resulting in Tomball's earning an ISO rating of 1, the best rating for any fire department—volunteer or career—in the nation, benefitting our residents through the lowest possible insurance rates on property coverage; and
- WHEREAS,** **Tomball Fire Department** personnel also care for the community by teaching first-aid classes, assisting in preparing for and recovery from natural and man-made disasters, providing safe holiday fireworks displays; providing public education, providing Community Emergency Response Team (CERT) training and providing support for local families during the Christmas and Thanksgiving holiday seasons; and
- WHEREAS,** the members of the **Tomball Fire Department** are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education and constantly train to respond to any possible occurrence;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim the week of May 12 through May 18, 2019 as:

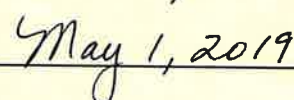
"TOMBALL FIREFIGHTER APPRECIATION WEEK"



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



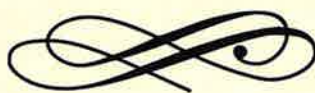
Attest: 

Date: 

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** in every American community, law enforcement officers commit themselves to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and
- WHEREAS,** law enforcement officers, including members of the **Tomball Police Department**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and
- WHEREAS,** we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and
- WHEREAS,** by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15th of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week in which May 15 falls "**Police Week**," and has directed that flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and
- WHEREAS,** across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcements officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and
- WHEREAS,** I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim **Wednesday, May 15, 2019** as:

"PEACE OFFICERS MEMORIAL DAY"

and **May 12-18, 2019** as:

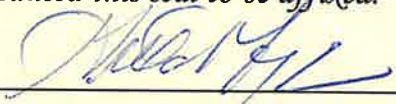
"TOMBALL POLICE WEEK"

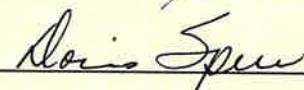
and encourage the citizens of Tomball and those with us today to join us as we

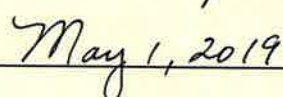
"HONOR THE STANDING AND THE FALLEN"



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



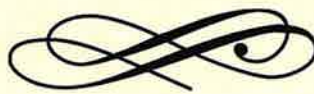
Attest: 

Date: 

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** emergency medical services is a vital public service that the members of **Northwest Community Health (NCH)**, formerly Northwest Rural Emergency Medical Service, are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those experiencing sudden illness or injury and **Northwest Community Health** plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and
- WHEREAS,** emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and
- WHEREAS,** **Northwest Community Health** responders will be the first to respond to terrorist or natural events and are constantly training to respond to any possible occurrence, benefitting the citizens of Tomball daily through the knowledge and skills of these highly-trained individuals, who, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills, and the availability of the Texas trauma system; and
- WHEREAS,** it is appropriate for the City of Tomball to recognize the value and the accomplishments of emergency medical services providers, especially **Northwest Community Health**, by designating the **45th Annual Emergency Medical Services Week**;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor, on behalf of the City Council of the City of Tomball, Texas, do hereby proclaim the week of May 19-25, 2019 as:

***NORTHWEST COMMUNITY HEALTH, and
NATIONAL EMERGENCY MEDICAL SERVICES
WEEK – “EMS STRONG: Stronger Together” – TOMBALL, TEXAS***



*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Attest: _____

Date: _____

[Signature]

[Signature]

May 1, 2019

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

- May 11, 2019 – **2nd Saturday at the Depot**
- Reports by City staff and members of Council about items of community interest on which no action will be taken:

Background:

Origination:

Various

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:
Approve the Minutes of the April 15, 2019 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve Minutes

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Draft Minutes of the April 15, 2019 Regular City Council Meeting

**MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**MONDAY, APRIL 15, 2019
6:00 P.M.**

1.0 Meeting was called to order by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Klein Quinn

Members absent:

Councilman Degges - Excused
Councilman Townsend - Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Director of Community Development – Craig Meyers
CSO Administrative Assistant – Sasha Luna
Community Center Manager – Rosalie Dillon
Senior Accountant – Christine Brookshire
Warrant Officer/Bailiff – Ron McGullion

2.0 The invocation was led by Robert Hauck.

3.0 Pledges to the U. S. and Texas Flags were led by Randy Parr.

4.0 No public comments were received.

5.0 Reports and Announcements:

- May 11, 2019 – **2nd Saturday** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:

6.0 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to approve the Minutes of the April 1, 2019 Regular Tomball City Council Meeting

Motion carried unanimously.

7.0 New Business:

- 7.1 Motion was made by Councilman Stoll, second by Councilman Ford, to authorize the City Manager to Execute Contract between the General Land Office and the City of Tomball for the Award of the Community Development Block Grant – Disaster Recovery, for an Amount of \$1,585,396.00.

Motion carried unanimously.

- 7.2 Motion was made by Councilman Ford, second by Councilman Stoll, to approve Resolution No. 2019-09, a Resolution of the City of Tomball, Texas with Regard to a Proposed Public Improvement District, Making Findings Related to the Advisability of Proposed Improvements, the Estimated Cost of the Improvements, the Method of Assessment and the Apportionment of the Costs between the District and the City as a Whole; and Making Other Findings Related to the District (TPID 10).

Motion carried unanimously.

- 7.3 Motion was made by Councilman Ford, second by Councilman Stoll, to approve Resolution No. 2019-10, a Joint Resolution of the City of Tomball, Texas, with Harris County, establishing the Harris County Emergency Management Organization, which Shall Consist of the Officers and Employees of the City and of the County as Designated in an Inter-Jurisdictional Emergency Management Plan, Together with Such Organized Volunteer Groups as That Plan May Specify.

Motion carried unanimously.

8.0 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 6th day of May 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to Consider the Advisability of the Creation of a Public Improvement District to make Certain Improvements over Certain Property located within the Corporate Limits of the City of Tomball (TPID 9 – Tomball Heights Subdivision)

Background:

Our PID consultant, Hawes, Hill & Associates, LLP and our representative, Scott Bean, has been working with Will Benson on creating TPID 9 in Tomball. A description of the PID is attached for your review.

Both Scott Bean and Will Benson will be attending the meeting and will be available for any questions regarding TPID 9 - Tomball Heights Subdivision.

Origination:

Finance

Recommendation:

Conduct Public Hearing

Party(ies) responsible for placing this item on agenda:

Doris Speer - City Secretary

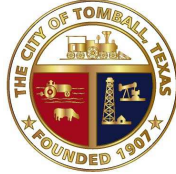
ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Notice ofPublic Hearing regarding TPID 9 - Tomball Heights Subdivision
Summary and Description of TPID 9 - Tomball Heights Subdivision
Petition - TPID 9 - Tomball Heights Subdivision

NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

MONDAY, MAY 6, 2019



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL.

In accordance with Chapter 372.005 Local Government Code, the City Secretary has received petitions that request the establishment of a public improvement district (PID). The petitions and a legal description of the property are on file and open for public inspection in the office of City Secretary. A Public Hearing on the advisability of the improvements will be held by the City Council as follows:

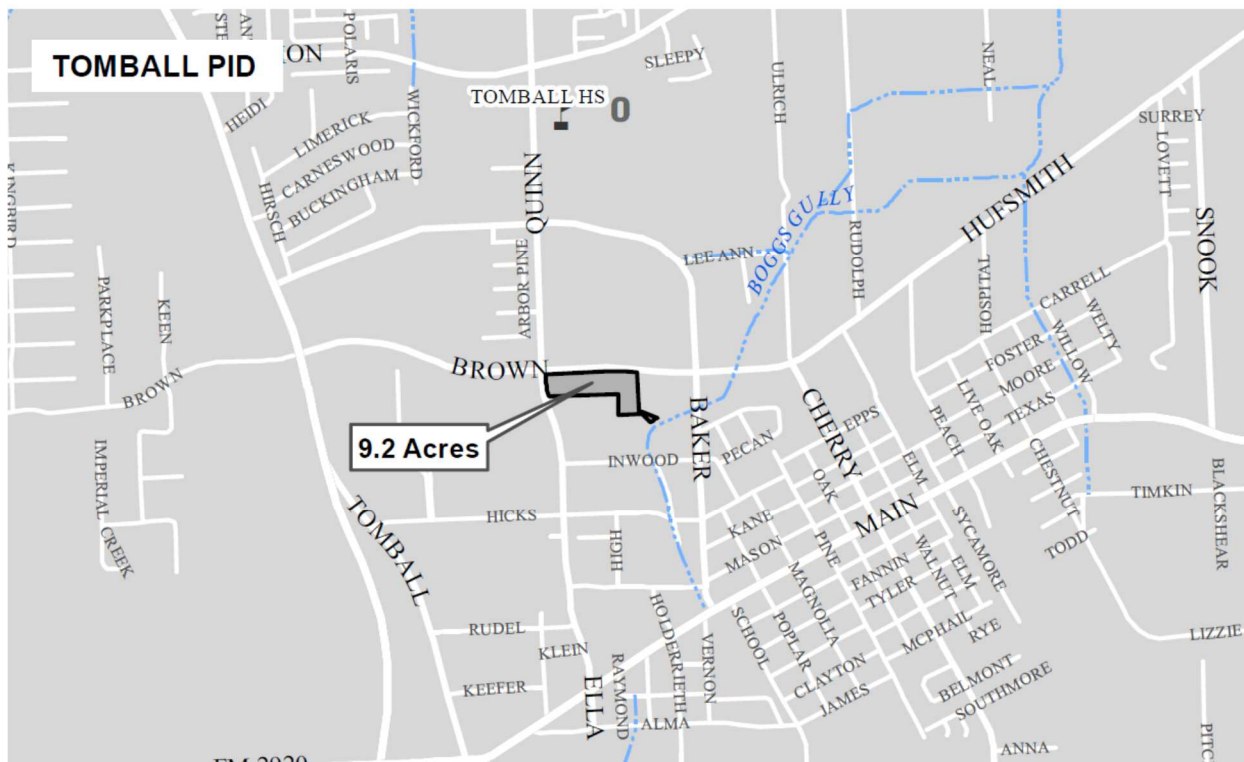
DATE & TIME: Monday, May 6, 2019, 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

COST OF IMPROVEMENTS: \$1,350,000.00.

GENERAL NATURE OF THE IMPROVEMENTS: The improvements are the construction of public utilities (water, sewer, gas & drainage), paving, landscaping, signage, and other public amenities, and related improvements within the PID. The estimated costs of the improvements, including financing, are \$1,350,000.00 over the life of the PID. The proposed method of assessment is by value, per lot, or per square foot of benefited property. The proposed apportionment of cost is 100% to the PID and 0% to the municipality as a whole.

BOUNDARIES: The boundaries of the proposed Public Improvement District are described in the below map. A full metes and bounds description is on file and open for public inspection in the office of the City Secretary.



Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of April 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

**Council Item Information Sheet - Proposed Public Improvement District (PID) Number Nine
(Proposed Tomball Heights Subdivision)**

Council Action Requested

It is requested that City Council hold a public hearing on May 6th to approve the proposed PID through adoption of the findings and creation resolutions. A development agreement between the City and Developer will be presented for consideration at a later date. The development agreement describes the terms of the PID and the reimbursement of public infrastructure costs.

Area

Public Improvement District Number Nine would be approximately 9.2 acres representing the entirety of the proposed Tomball Heights Subdivision, a subdivision that will be developed in one (1) section containing 41 lots. The land is located at the intersection of Brown and Quinn as shown on the attached map.

Purpose

The purpose of the PID is to assist the developer with public infrastructure costs. Through the PID, the developer will recover certain costs through an assessment on each lot. This arrangement is similar to a municipal utility district (MUD) and the MUD tax used for the same purpose.

Assessment Rate

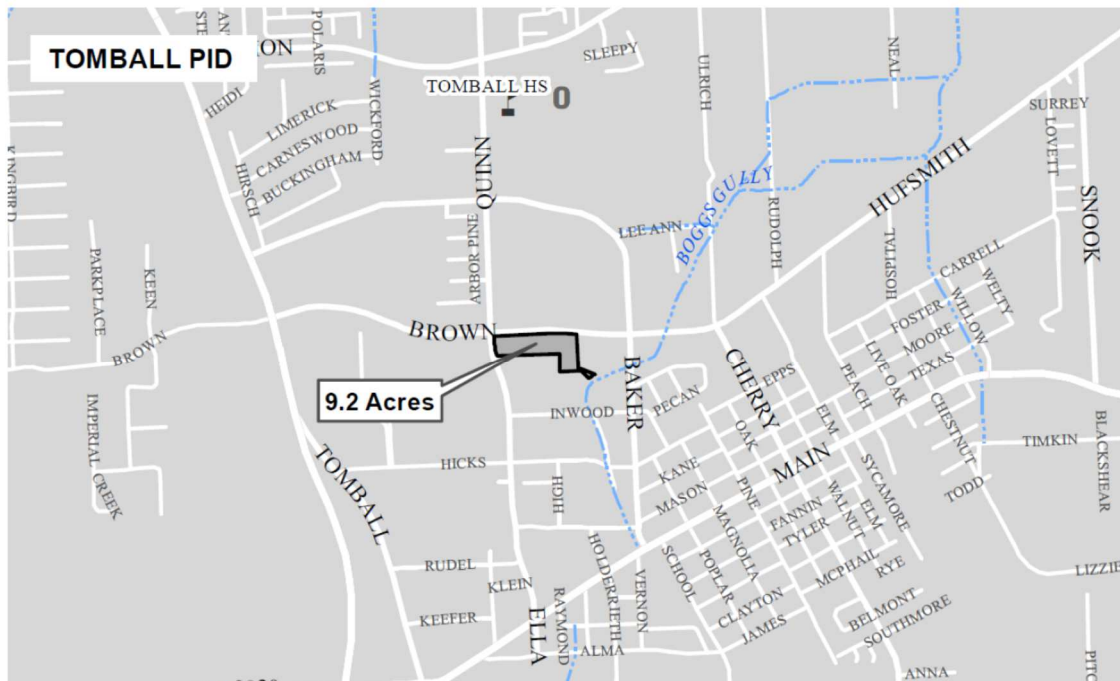
The PID assessment is expected to be approximately \$1,760 per lot per year, or the equivalent of an 80-cent tax rate on a \$220,000 home. Included in the annual payment are financing and interest costs allowing for a level annual payment over the proposed fifteen (15) year term of the PID. For planning purposes, the principal amount for each lot equals \$18,901.60 and the interest rate on financed assessments is 4.5%. The principal amount of the assessment will be payable at any time by the homeowners which would terminate the assessment, and an amortization schedule will be kept for each property covered by the assessment to track annual payments and the outstanding principal balance.

Disclosure

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the builders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

If created, the PID would still need City Council approval of the Service and Assessment Plan and all Assessment Rolls (i.e. no assessments can be implemented without City Council approval). The District Administrator will write the Service and Assessment Plans and formulate the Assessment Rolls for consideration by City Council. The District Administrator will work with the City and the Harris County Tax Assessor to have the assessments placed on the County tax bills. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund.



PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS

COUNTY OF HARRIS

TO: THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, together with all amendments and additions thereto, petition this Honorable City Council to create a public improvement district ("District") in the territory described by metes and bounds in Exhibit A attached hereto (the "Land") within the City of Tomball, Texas (the "City"), and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is an owner of the Land within the District described below as determined by the current roll of the Harris County Appraisal District. The Petitioner, along with all other petitioners submitting petitions to the City in connection with the District, constitutes the owner of taxable property within the District sufficient to meet the requirements of Section 372.005(b), Texas Local Government Code.

Section 2. General nature of the proposed public improvements. The proposed public improvements include the construction of street paving, water, wastewater, gas and drainage facilities, parks and open spaces, public amenities, contingency provisions, engineering services, financing costs, and administrative and legal services for the proposed District.

Section 3. Estimated cost of the proposed public improvements. \$1,350,000.00.

Section 4. Boundaries. The proposed boundaries are described in the boundary description attached as Exhibit A.

Section 5. Method of assessment. The proposed method of assessment shall be based upon (i) an equal apportionment per lot or per square foot of property benefiting from the public improvements, as determined by the City Council, (ii) the *ad valorem* taxable value of the property benefiting from the improvements, or (iii) any combination thereof.

Section 6. Apportionment of cost. 100 percent of the cost of the proposed improvements shall be paid by assessment of the property owners within the District.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City Council of the City; provided that, to the extent allowed by law, the City may initially contract with a private sector company or a City established local government corporation to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council.

This petition shall be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

PETITIONER

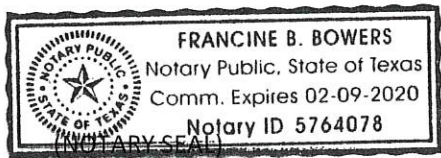
Brown Road, LLC

By:


MITCHELL D. OXMAN Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9th day of April, 2019 by MITCHELL D. OXMAN Manager of Brown Road, LLC on behalf of said limited liability company.



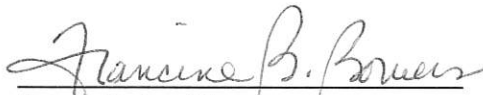

Notary, State of Texas

Exhibit A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of 11°19'54", an arc length of 227.44 feet and a chord bearing and distance of N 07°52'32" W, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, S 12°03' E, 2.4 feet;

THENCE, North 02°12'35" West, continuing along the East right-of-way line of Quinn Road, a distance of 54.40 feet to a 5/8 inch iron rod with cap found for the Westerly most Northwestern corner of the herein described tract;

THENCE, North 42°41'46" East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwestern corner of the herein described tract;

THENCE, North 87°49'00" East, along the South right-of-way line of Brown Hufsmith Road, a distance of 767.00 feet to a 5/8 inch iron rod with cap found for the Point of Curvature of a curve to the Right;

THENCE, Easterly, continuing along the South right-of-way line of Brown Hufsmith Road, with said curve to the Right, having a radius of 1590.42 feet, a central angle of 07°44'22", an arc length of 214.83 feet and a chord bearing and distance of S 88°15'43" E, 214.67 feet to a 5/8 inch iron rod found for the Point of Tangency;

THENCE, South 84°23'32" East, continuing along the South right-of-way line of Brown Hufsmith Road, a distance of 161.36 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Unrestricted Reserve "A", Block 1 of Brown-Hufsmith Church Subd., as recorded in Film Code No. 681555 H.C.M.R. and the Northeast corner of the herein described tract;

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

- 1) South 02°26'52" East, 494.20 feet to a 5/8 inch iron rod with cap found for corner;
- 2) North 88°49'52" East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;
- 3) South 69°30'55" East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of 19°50'30", an arc length of 110.82 feet and a chord bearing and distance of S 57°15'44" W, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

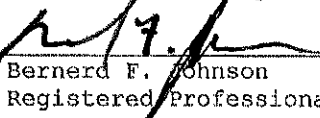
THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

- 1) North 42°37'24" West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;
- 2) South 88°49'52" West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North 01°10'08" West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernard F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 6, 2019

Topic:

Approve Resolution No. 2019-11, a Resolution Making Findings in Connection with the Proposed Public Improvement District Number Nine Related to the Advisability of the Improvements, the Nature of the Improvements, the Estimated Cost of the Improvements, the Boundaries of the Proposed District, the Method of Assessment and the Apportionment of Cost between the District and the City as a Whole; and Making Other Findings Related to the District

Background:

Resolution 2019-11, once adopted, will approve the advisability of the improvements, the nature of the improvements, the estimated costs of the improvements, the boundaries of the proposed district, the method of the assessment, the apportionment of cost between the district and the city and making other findings for TPID 9 - Tomball Heights.

Origination:

Finance

Recommendation:

Approve Resolution 2019-11

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution No. 2019-11 - TPID 9 - Tomball Heights Subdivision - Findings
Petition - Tomball Heights

CITY OF TOMBALL RESOLUTION NO. 2019-11

A RESOLUTION MAKING FINDINGS IN CONNECTION WITH THE PROPOSED PUBLIC IMPROVEMENT DISTRICT NUMBER NINE RELATED TO THE ADVISABILITY OF THE IMPROVEMENTS, THE NATURE OF THE IMPROVEMENTS, THE ESTIMATED COST OF THE IMPROVEMENTS, THE BOUNDARIES OF THE PROPOSED DISTRICT, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF COST BETWEEN THE DISTRICT AND THE CITY AS A WHOLE; AND MAKING OTHER FINDINGS RELATED TO THE DISTRICT.

* * * * *

WHEREAS, the City of Tomball City Council is authorized to create a public improvement district pursuant to Ch. 372 of the Texas Local government Code (the “Code”) for the purpose described therein, and the City has received a petition from certain landowners within the City requesting the creation of a public improvement district; and

WHEREAS, notice of a public hearing to consider the advisability of establishing the proposed district was published in *The Potpourri* a local newspaper of general circulation on April 17, 2019; the place, City Council Chambers, Tomball, Texas, the general nature of the proposed improvements; the boundaries of the proposed district; and the proposed method of assessment; and the proposed apportionment of cost between the district and the City as a whole; and

WHEREAS, written notice of the public hearing to consider advisability of establishing the district was sent timely to the current address, so reflected on the tax rolls, of the owners of property subject to assessment under the proposed district; and

WHEREAS, the public hearing was held with all interested parties having been given the opportunity to be heard; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:

Section 1. The City Council, having duly considered the petition submitted by property owners in the proposed district and the comments of those who made presentations at the public hearing on May 6, 2019, hereby finds as follows:

- (1) It will promote the interests of the City to create the Public Improvement District Number Nine (the “District”) under the provisions of Chapter 372, Texas Local Government Code for the purposes herein described.
- (2) It is advisable that the proposed improvement project be provided in the District and the City exercise the powers granted by Chapter 372, Texas Local Government Code, in connection with the establishment of the District, including the carrying out of the improvement project described below that will confer

special benefits on property in the District and to levy and collect a special assessment on property in the District, based on the benefit conferred by such project, to pay all of the costs of such improvements.

- (3) The general nature of the public improvements in the District is set forth below.
 - (a) The improvements include engineering and construction of water, wastewater, gas, storm sewer facilities, detention, paving, common areas and amenities, and other improvements, creation and administration costs, and interest.
- (4) The estimated costs of the public improvements over the life of the PID are a total of \$1,350,000.00.
- (5) The boundaries of the District are fully described in Exhibit A and B attached hereto.
- (6) The proposed methods of assessment is as follows:
 - (a) The assessment for the Public Improvements is proposed to be by value, lot, or according to the square footage of property without regard to improvements on the property.
- (7) The proposed method of apportionment of the cost of the improvements between the District and the City as a whole is as follows:
 - (a) The District will bear 100 percent of the costs of the percentage of the Public Improvements that will be reimbursed by assessment on the property.

Section 2. This Resolution shall be passed finally on the date of its introduction and shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED this 6th day of May 2019.

Gretchen Fagan, Mayor

Attest:

Doris Speer, City Secretary

EXHIBIT A

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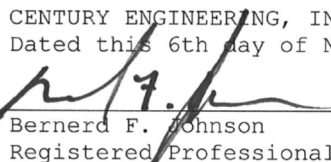
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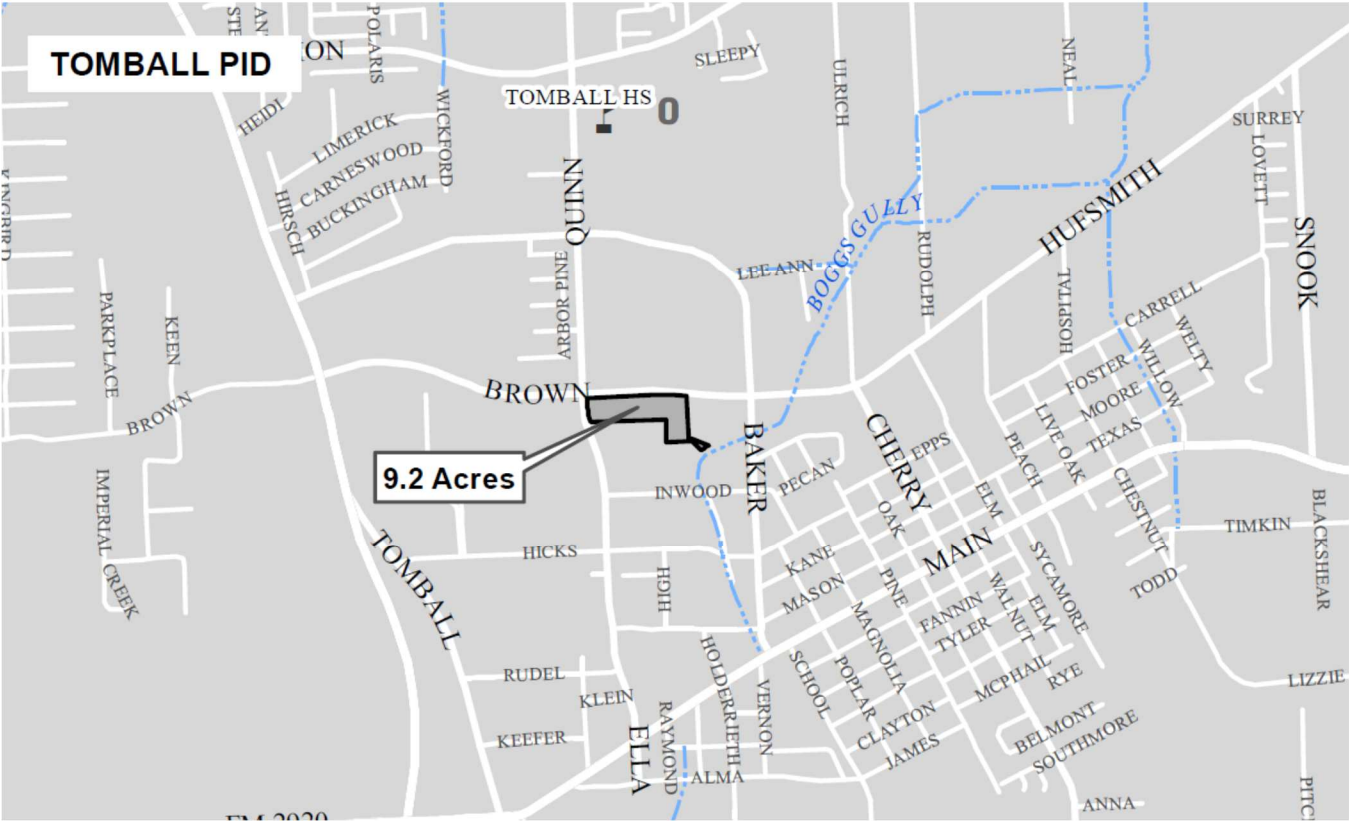
CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



EXHIBIT B



PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS

COUNTY OF HARRIS

TO: THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, together with all amendments and additions thereto, petition this Honorable City Council to create a public improvement district ("District") in the territory described by metes and bounds in Exhibit A attached hereto (the "Land") within the City of Tomball, Texas (the "City"), and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is an owner of the Land within the District described below as determined by the current roll of the Harris County Appraisal District. The Petitioner, along with all other petitioners submitting petitions to the City in connection with the District, constitutes the owner of taxable property within the District sufficient to meet the requirements of Section 372.005(b), Texas Local Government Code.

Section 2. General nature of the proposed public improvements. The proposed public improvements include the construction of street paving, water, wastewater, gas and drainage facilities, parks and open spaces, public amenities, contingency provisions, engineering services, financing costs, and administrative and legal services for the proposed District.

Section 3. Estimated cost of the proposed public improvements. \$1,350,000.00.

Section 4. Boundaries. The proposed boundaries are described in the boundary description attached as Exhibit A.

Section 5. Method of assessment. The proposed method of assessment shall be based upon (i) an equal apportionment per lot or per square foot of property benefiting from the public improvements, as determined by the City Council, (ii) the *ad valorem* taxable value of the property benefiting from the improvements, or (iii) any combination thereof.

Section 6. Apportionment of cost. 100 percent of the cost of the proposed improvements shall be paid by assessment of the property owners within the District.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City Council of the City; provided that, to the extent allowed by law, the City may initially contract with a private sector company or a City established local government corporation to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council.

This petition shall be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

PETITIONER

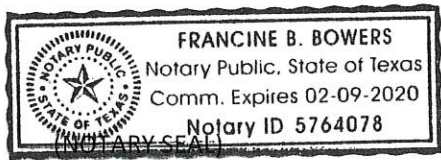
Brown Road, LLC

By:


MITCHELL D. OXMAN Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9th day of April, 2019 by MITCHELL D. OXMAN Manager of Brown Road, LLC on behalf of said limited liability company.



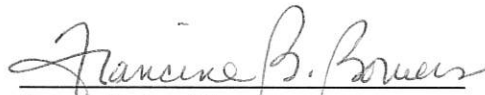

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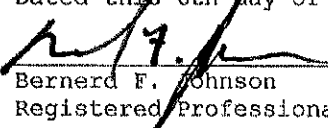
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CENTURY ENGINEERING, INC.

Dated this 6th day of November, 2018


Bernard F. Johnson

Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00

(QW19) 18100A.T



Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

Approve Resolution No. 2019-12, a Resolution Authorizing the Establishment of the Public Improvement District Number Nine in the City of Tomball, Texas; Authorizing Publication of This Resolution, Providing for the Preparation of a Service and Assessment Plan; and Making Other Provisions Related to the Subject (Tomball Heights Subdivision)

Background:

This Resolution, if approved, will establish Public Improvement District Number Nine (Tomball Heights) in the City of Tomball, authorize publication of the resolution, and provide for the Service and Assessment Plan.

Origination:

Finance

Recommendation:

Approve Resolution 2019-12

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Resolution No. 2019-12 - TPID 9 - Tomball Heights Subdivision - Creation
Summary and Description of TPID 9 - Tomball Heights

CITY OF TOMBALL RESOLUTION NO. 2019-12

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE PUBLIC IMPROVEMENT DISTRICT NUMBER NINE IN THE CITY OF TOMBALL, TEXAS; AUTHORIZING PUBLICATION OF THIS RESOLUTION, PROVIDING FOR THE PREPARATION OF A SERVICE AND ASSESSMENT PLAN; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball City Council is authorized to create a public improvement district pursuant to Ch. 372 of the Texas Local Government Code (the “Code”) for the purpose described therein, and the City has received a petition from certain landowners within the City requesting the creation of a public improvement district; and

WHEREAS, the City Council held a public hearing on May 6, 2019, notice of which was published and mailed to property owners of the proposed district pursuant to Section 372.009 of the Code; and

WHEREAS, the City Council has made findings by resolution as to the advisability of the proposed improvement project, the nature of the improvements, the boundaries of the proposed public improvement district, the estimated cost, the method of assessment and the apportionment of cost between the improvement district and the City as a whole, as required by Chapter 372 of the Code; and

WHEREAS, the City Council has determined that it should proceed with the creation of the Public Improvement District Number Nine and the provision of public improvements proposed to be provided thereby; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:

Section 1. The facts recited in the preamble hereto are hereby found to be true and correct.

Section 2. The Public Improvement District Number Nine (the “District”) is authorized to be and is hereby established as a public improvement district under the provisions of Chapter 372 of the Code over the land currently included within the boundaries of the City of Tomball, Texas, as more fully described in Exhibit A attached hereto, all in accordance with the findings made by the City Council in Section 1 of Resolution No. 2019-11, passed and approved on May 6, 2019.

Section 3. The City Secretary is hereby directed to give notice of the authorization for establishment of the District by publishing the resolution once in at least one local newspaper of general circulation in the City. The authorization and establishment of the District shall be deemed to be effective upon the publication of the notice directed by this section.

Section 4. The City Council hereby directs the District Administrator to prepare a service and assessment plan for review and approval of the City Council in accordance with Chapter 372 of the Code.

Section 5. The District shall not provide any improvements until at least 20 days after authorization of the District takes effect. Such services shall not begin if during such period a petition is filed pursuant to section 372.010(c) of the Code.

Section 6. This Resolution shall be passed finally on the date of its introduction and shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED this 6th day of May 2019.

Gretchen Fagan, Mayor

Attest:

Doris Speer, City Secretary

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of 11°19'54", an arc length of 227.44 feet and a chord bearing and distance of N 07°52'32" W, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, S 12°03' E, 2.4 feet;

THENCE, North 02°12'35" West, continuing along the East right-of-way line of Quinn Road, a distance of 54.40 feet to a 5/8 inch iron rod with cap found for the Westerly most Northwesterly corner of the herein described tract;

THENCE, North 42°41'46" East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwesterly corner of the herein described tract;

THENCE, North 87°49'00" East, along the South right-of-way line of Brown Hufsmith Road, a distance of 767.00 feet to a 5/8 inch iron rod with cap found for the Point of Curvature of a curve to the Right;

THENCE, Easterly, continuing along the South right-of-way line of Brown Hufsmith Road, with said curve to the Right, having a radius of 1590.42 feet, a central angle of 07°44'22", an arc length of 214.83 feet and a chord bearing and distance of S 88°15'43" E, 214.67 feet to a 5/8 inch iron rod found for the Point of Tangency;

THENCE, South 84°23'32" East, continuing along the South right-of-way line of Brown Hufsmith Road, a distance of 161.36 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Unrestricted Reserve "A", Block 1 of Brown-Hufsmith Church Subd., as recorded in Film Code No. 681555 H.C.M.R. and the Northeast corner of the herein described tract;

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

- 1) South 02°26'52" East, 494.20 feet to a 5/8 inch iron rod with cap found for corner;
- 2) North 88°49'52" East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;
- 3) South 69°30'55" East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of 19°50'30", an arc length of 110.82 feet and a chord bearing and distance of S 57°15'44" W, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

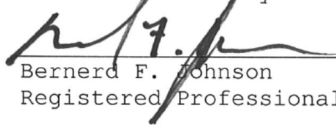
- 1) North 42°37'24" West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;
- 2) South 88°49'52" West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North 01°10'08" West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 6th day of November, 2018


Bernerd F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



**Council Item Information Sheet - Proposed Public Improvement District (PID) Number Nine
(Proposed Tomball Heights Subdivision)**

Council Action Requested

It is requested that City Council hold a public hearing on May 6th to approve the proposed PID through adoption of the findings and creation resolutions. A development agreement between the City and Developer will be presented for consideration at a later date. The development agreement describes the terms of the PID and the reimbursement of public infrastructure costs.

Area

Public Improvement District Number Nine would be approximately 9.2 acres representing the entirety of the proposed Tomball Heights Subdivision, a subdivision that will be developed in one (1) section containing 41 lots. The land is located at the intersection of Brown and Quinn as shown on the attached map.

Purpose

The purpose of the PID is to assist the developer with public infrastructure costs. Through the PID, the developer will recover certain costs through an assessment on each lot. This arrangement is similar to a municipal utility district (MUD) and the MUD tax used for the same purpose.

Assessment Rate

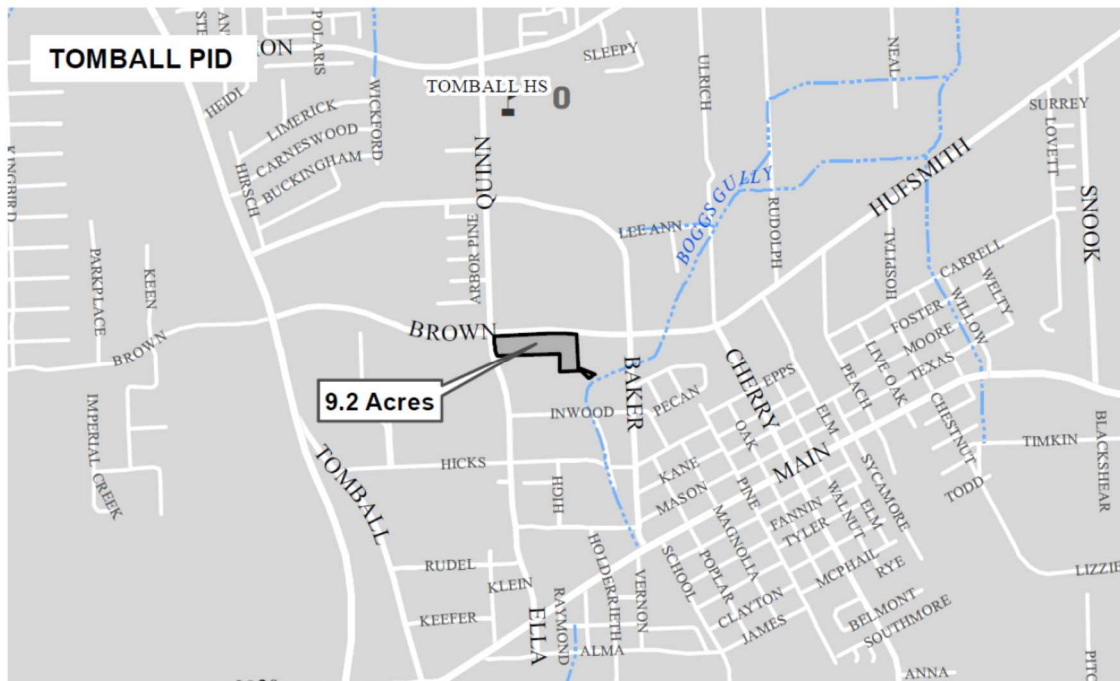
The PID assessment is expected to be approximately \$1,760 per lot per year, or the equivalent of an 80-cent tax rate on a \$220,000 home. Included in the annual payment are financing and interest costs allowing for a level annual payment over the proposed fifteen (15) year term of the PID. For planning purposes, the principal amount for each lot equals \$18,901.60 and the interest rate on financed assessments is 4.5%. The principal amount of the assessment will be payable at any time by the homeowners which would terminate the assessment, and an amortization schedule will be kept for each property covered by the assessment to track annual payments and the outstanding principal balance.

Disclosure

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the builders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

If created, the PID would still need City Council approval of the Service and Assessment Plan and all Assessment Rolls (i.e. no assessments can be implemented without City Council approval). The District Administrator will write the Service and Assessment Plans and formulate the Assessment Rolls for consideration by City Council. The District Administrator will work with the City and the Harris County Tax Assessor to have the assessments placed on the County tax bills. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund.



Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 6, 2019

Topic:

Consideration to approve **Zoning Case P19-039**: Request by Pamela Casia to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.5 acres of land legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, generally located on the south side of Michel Road, west of School Street, from the Agricultural District to the Commercial District.

- Conduct Public Hearing on **Zoning Case P19-039**
- Adopt, on First Reading, Ordinance No. 2019-10, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.5 acres of land, legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; said property being generally located on the south side of Michel Road, west of School Street; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On Monday, April 8, 2019, after conducting a Public Hearing, the Planning & Zoning Commission recommended unanimous approval of the rezoning request.

Origination:

Cardiology Ventures

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2019-10

Notice of Public Hearing

Property Owner Notification

Staff Report

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.5 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 12E-2 & 12F-2 ABSTRACT 378 W HURD SURVEY, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE SOUTH SIDE OF MICHEL ROAD, WEST OF SCHOOL STREET; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Pamela Casia has requested that approximately 1.5 acres of land, legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, generally located on the south side of Michel Road, west of School Street, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Commercial District; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District to the Commercial District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Commercial District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Commercial District as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF MAY 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF MAY 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____

COUNCILMAN TOWNSEND _____
COUNCILMAN QUINN _____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
APRIL 8, 2019
&
CITY COUNCIL
MAY 6, 2019**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 8, 2019, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, May 6, 2019, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P19-026: Request by Greg Charney to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.06 acres of land legally described as Lot 1 Block 3 Chestnut Business Park, within the City of Tomball, Harris County, Texas, generally located on the south side of Timkin Road, between Ash Street and Chestnut Business Park Drive, from the Single-Family 6 District to the General Retail District.

Zoning Case P19-039: Request by Pamela Casia to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.5 acres of land legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, generally located on the south side of Michel Road, west of School Street, from the Agricultural District to the Commercial District.

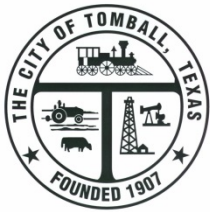
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **4th** day of **April 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P19-039

APPLICANT/OWNER: Pamela Casia

LOCATION: Generally located on the south side of Michel Road, west of School Street

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.5 acres of land legally described as Tract 12E-2 & 12F-2 Abstract 378 W Hurd Survey, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District.

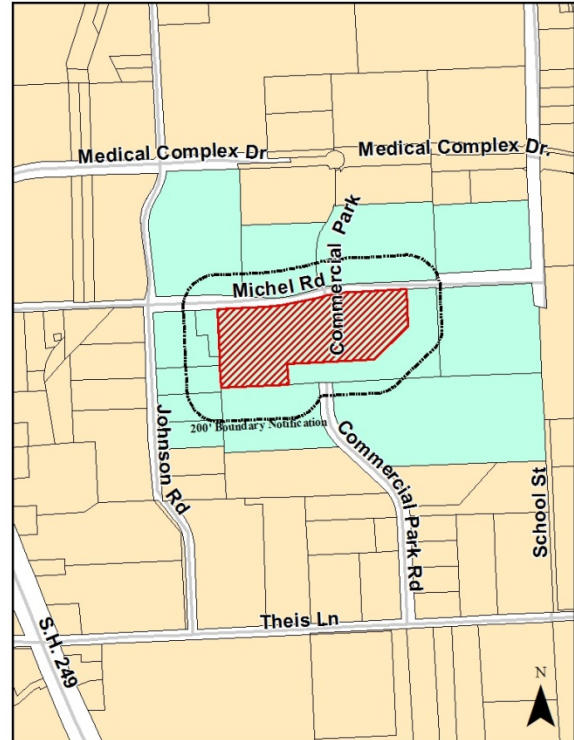
CONTACT: Amelia Lindley, Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.

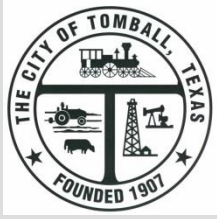


**Planning & Zoning Commission
Public Hearing:
Monday, April 8, 2019, 6:00 PM**

**City Council Public Hearing:
*Monday, May 6, 2019, 6:00 PM**

**The Public Hearings will be held in the
City Council Chambers, City Hall
401 Market Street, Tomball, Texas**

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: April 8, 2019
City Council Public Hearing Date: May 6, 2019

Rezoning Case: P19-039
Property Owner(s): Waqar Khan – Cardiology Ventures
Applicant(s): Pamela Casia
Legal Description: 1.5 acres of Tract 12E, 12F, A-378 W Hurd Survey
Location: South side of Michel Road, west of School Street (Exhibit “A”)
Area: 1.5 acres (total site is 10.15 acres)
Comp Plan Designation: Business/Industrial (Exhibit “B”)
Present Zoning and Use: Agricultural District (Exhibit “C”) / Undeveloped (Exhibit “D”)
Request: Rezone 1.5 acres from the Agricultural District to the Commercial District

Adjacent Zoning & Land Uses:

North: General Retail and Agricultural Districts / Undeveloped, vacant in-home care facility

South: Light Industrial District / Light industrial businesses

West: Commercial District / Medical office building

East: Agricultural District / Undeveloped

BACKGROUND

City Staff met with the applicant in December 2018 to discuss the development of an Alzheimer’s Care facility at the subject site.

ANALYSIS

The entire property is approximately 10.15 acres and is zoned Agricultural District. The proposed rezoning is for 1.5 acres. Properties in the immediate area are zoned General Retail and Agricultural to the north, Agricultural to the east, Light Industrial to the south, and Commercial to the west.

The uses in the area include mostly undeveloped property, light industrial facilities to the south on Commercial Park Road, a medical office building to west and two structures that appear to be single-family residences, but may have been operated as in-home care facilities.

The Comprehensive Plan Future Land Use Map designates the property as Business/Industrial which is intended for “businesses where industrial and intensive employment activities occur”.

The purpose of the Commercial Zoning District is to “provide a location for commercial and service-related establishments”. The Commercial Zoning District is an appropriate zoning district for the Business/Industrial area.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

- A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.**

The uses permitted in the Commercial District appear to be appropriate for the area. Michel Road is primarily non-residential and will likely continue to develop as such. This area is generally medical-related uses with some light industrial and multi-family developments nearby.

- B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.**

Adequate utilities are available to serve this property and the existing streets adjacent to the property can accommodate traffic generated by a Commercial District development. The property is intersected by the future Commercial Park Road, which is proposed on the Major Thoroughfare Plan to be extended to Medical Complex Drive. When the property is platted, there will be a right-of-way dedication for the section of the road that bisects the property.

- C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.**

There is vacant land in the City zoned Commercial District. There does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

- D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.**

There has been steady development in the Commercial District in the City; however, there has not been development in the immediate area of the subject site.

- E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.**

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Future Land Use Map designates the property as Business/Industrial. The Commercial Zoning District is an appropriate district for the Business/Industrial area. The Comprehensive Plan also states an objective of the City is to “maximize economic benefits from Tomball’s medical campus”. Although the City does not have an official medical campus, this property is primarily surrounded by medical-related uses on Michel Road, Johnson Road, Medical Complex Drive and School Street. The request appears to be consistent with the Comprehensive Plan.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on March 22, 2019. The Notice of Public Hearing was published in the paper on March 27, 2019. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P19-039 for the following reasons:

1. The request meets the goals of City’s Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is generally appropriate with the surrounding land uses in the area;
4. The request is generally appropriate with the surrounding zoning districts.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photos
- E. Application

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

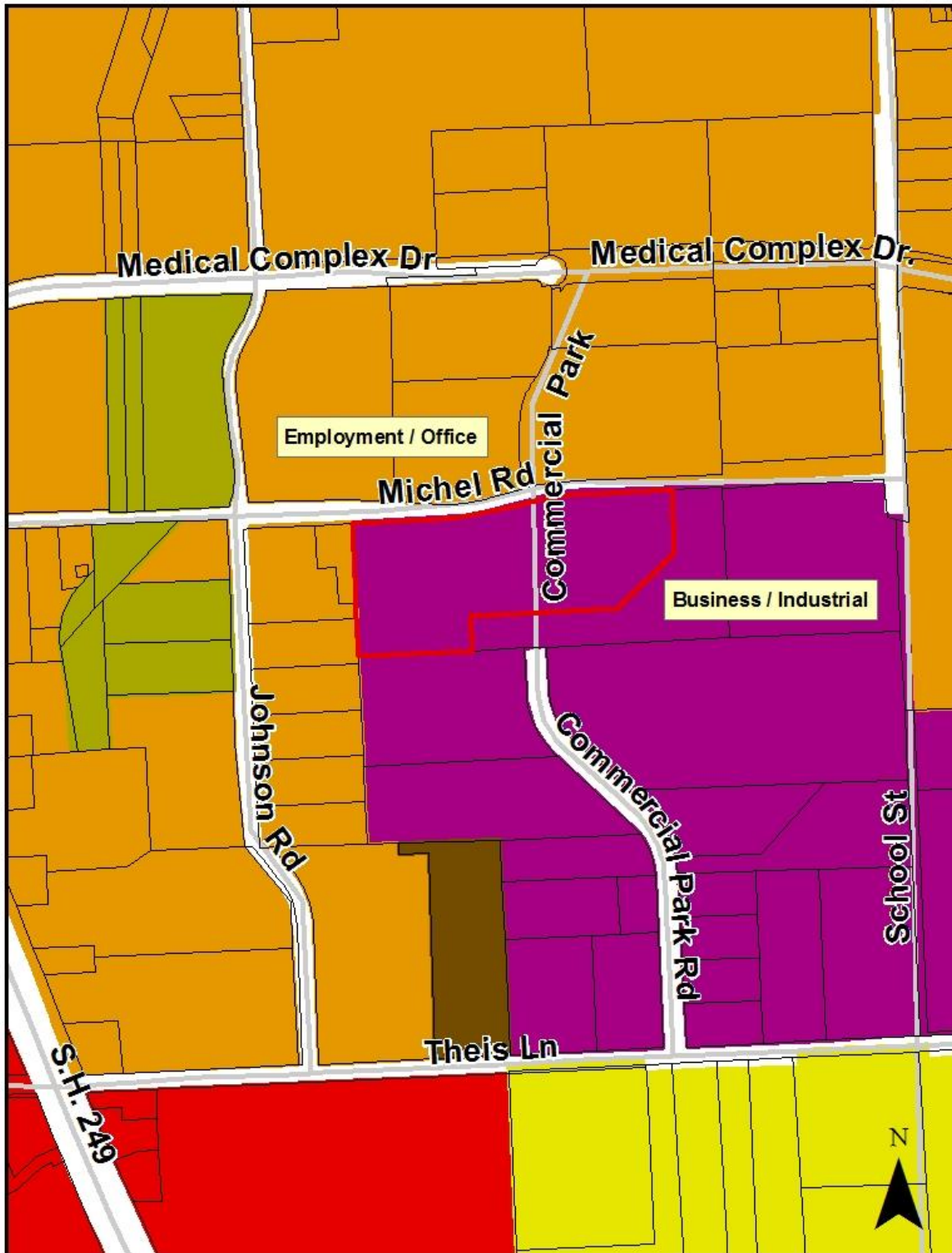
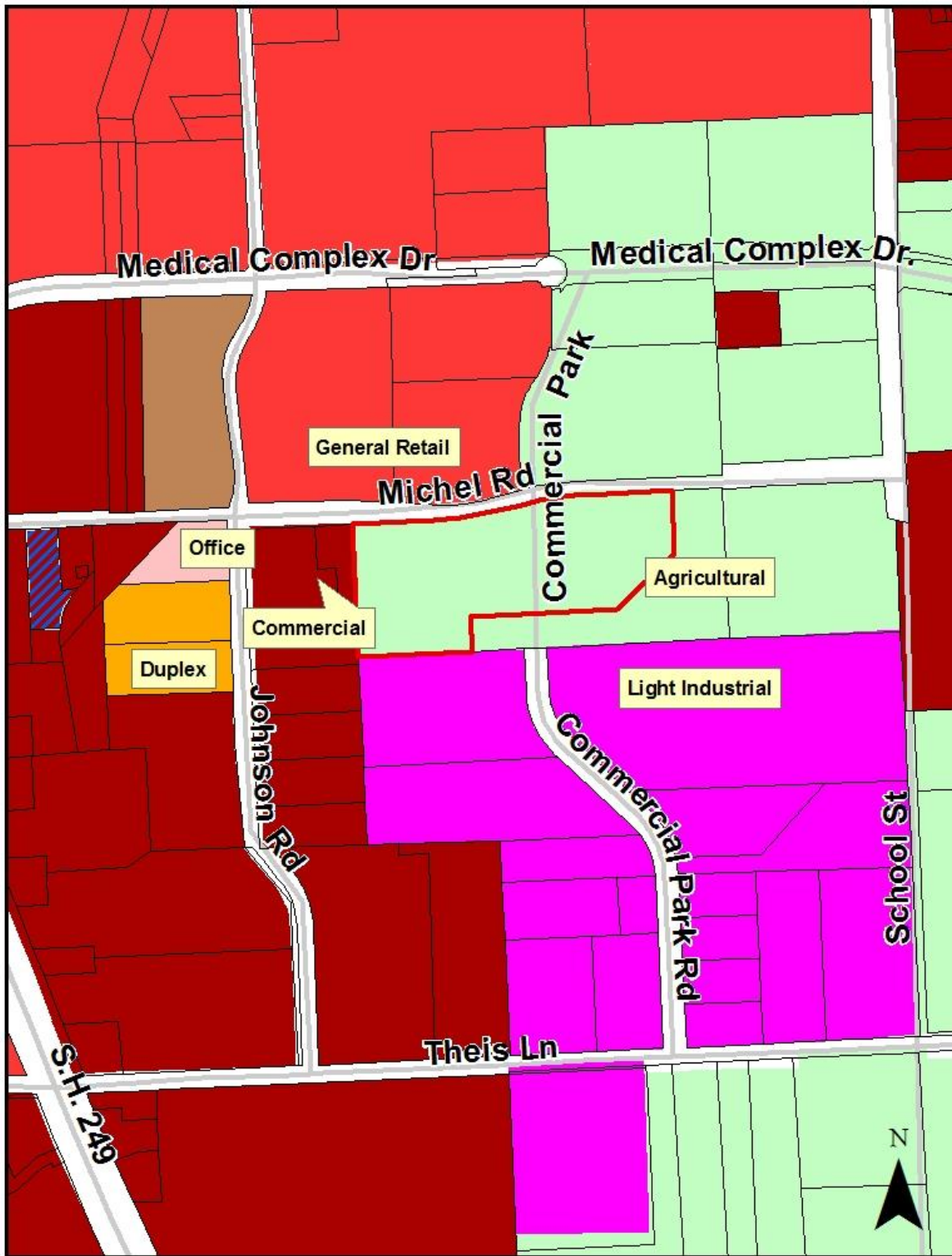


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Exhibit "E"
Application

19-039

Revised 5/19/15



APPLICATION FOR REZONING

Community Development Department
Planning Division

APPLICATION SUBMITTAL: Applications will be **conditionally** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

Applicant

Name: Pamela Casia Title: owner/manager
Mailing Address: 19118 Caribou Ridge City: Tomball State: TX
Zip: 77375
Phone: (832) 434 0739 Fax: () Email: info@lovingtouchresidence.com

Owner

Name: WAQAR KHAN (Cardiology Venture) Title: President
Mailing Address: 407 Hodgesville #104 City: Tomball State: TX
Zip: 77375
Phone: (281) 704-4844 Fax: () Email: DEWKHAN@AOL.COM

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Description of Proposed Project: Alzheimer's /Memory Care Facility

Physical Location of Property: corner michel and school street
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: tract 12 E, 12E A-378 W Hurd Survey, Harris County Texas
[Survey/ Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

Current Use of Property: Agriculture - 1 vacant lot

Proposed Zoning District: Commercial

Proposed Use of Property: Commercial
File # m923171

HCAD Identification Number: _____ Acreage: 10.1524

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X Parrela T. Casen 2/1/2019
Signature of Applicant Date

X [Signature] 2/1/19
Signature of Owner Date

CITY OF TOMBALL
281-351-5484

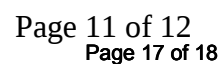
REC#: 01063194 2/05/2019 11:49 AM
OPER: SK TERM: 005
REF#: W 1017

TRAN: 130.0000 PLANNING AND ZONING
CORNER MICHEL/SCHOOL
LOVING TOUCH RESIDENCE LLC
100-5441
REZONING APPLICATIO 415.00CR

TENDERED: 415.00 CHECK
APPLIED: 415.00-

CHANGE: (1.00)

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov



LOVING TOUCH RESIDENCE, LLC
19118 Caribou Ridge Dr., Tomball, Tx 77375

February 1, 2019

Community Development Department
Planning Division, City of Tomball
501 James St, Tomball
Texas 77375

To whom this may concern,

We, the owners of Loving Touch Residence, LLC, do hereby request for the Rezoning of the subject Property herein applied for with the following reasons specified below:

The current classification of the property is Agricultural Land and the parcel of the land intended to buy pending due diligence studies will be used for commercial purposes. This land is also surrounded by commercial properties and is neighboring to the Medical Complex Facilities. Upon approval of the Rezoning and Commercial use, we plan to buy 1.5 acres, parcel of the land and build a 16-Bed Dementia/Memory Care/Alzheimer's Care Assisted Living Facility.

The growing senior population is rising and the challenge is on for every families who are not able to care for their older parents.

According to U.S. Census Bureau, Texas Workforce Commission, by 2030, 20% of Americans will be 65 or older.

The 65-and-older population in Tomball and Magnolia grew 50.3% from 2010 to 2016. This information justifies the demand for more health care services and Personal Care Home.

Dementia specifically Alzheimer's Disease affects 5.5 million Americans age 65 and older - 380,000 of those individuals are Texans. Texans ranked fourth in the number of Alzheimer's Disease cases and second in the number of deaths.

Seniors with this condition post danger to themselves when left alone in their home. More families now are looking for the comfort of small Personal Care Homes for their older Parents due to more personalized and individualized attention and care given to their loved ones.

Our 16-bed facility will be a great help to these families who need help, home and care for their loved ones during the most challenging process of their health condition.

Thank you for helping us care and touch the lives of these Seniors and their families in the Tomball and neighboring Communities.

Sincerely yours,


Pamela F. Casia
Owner/Manager

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 6, 2019

Topic:

Authorize City Manager to Enter Into Negotiations with WCA Waste Corporation for Solid Waste Services

Background:

In order to obtain the most favorable pricing and desired level of service, staff sought Request for Proposals in order to select a company to continue the city's solid waste and recycling collection. A total of 19 individuals/ companies received the proposal request and of those five (5) completed proposals were submitted to staff for consideration.

Reviews were completed on all five (5) proposals that were submitted by a scoring committee comprised of four (4) employees and two (2) contract consultants. Staff interviewed the top three (3) ranking companies:

- WCA Waste Corporation
- Frontier Waste Solutions
- Santek WasteServices

Following the interviews, WCA Waste Corporation proved to be the company offering the desired level of service staff is looking to continue for solid waste collection. We request that Council approve the City Manager to enter into negotiations with WCA in order to formulate a contract agreeable to both parties including pricing.

The general terms of the proposed contract will follow the current contract with two additions. First, liquidated damages will be added to the contract. The intent of the liquidated damages section is to ensure compliance, adherence and performance of the contract. The second addition is to the residential service that will allow an option for individual residential customers to have poly-cart service for an additional fee.

There is not a proposed increase for our current residential service but staff is evaluating the commercial rate structure. The solid waste fee matrix will be recommended during the master fee schedule update prior to the beginning of the next fiscal year.

Origination:

City Manager's Office

Recommendation:

Staff recommends approving City Manager to enter into negotiations with WCA Waste Corporation for solid waste service

Funding:

Yes

Account Number:100-155-6327

Party(ies) responsible for placing this item on agenda:

Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

RFP Proposal
SWS Recommendation
WCA Proposal Pricing



Request for Proposals Solid Waste Services RFP # 2019-01

For the Period October 1, 2019, through September 30, 2024

**Mandatory Pre-Proposal Meeting March 14, 2019
10:30 AM**

**City of Tomball – Public Works Administration Building
501 James Street
Tomball, Texas 77375**

**Proposal Due Date March 27, 2019
2:00 PM**

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A. NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Tomball, 501 James Street, Tomball, Texas until 2:00 p.m. CST on March 27, 2019, at which time proposals duly delivered and submitted will be considered for the Solid Waste Services RFP # 2019-01.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THESE INSTRUCTIONS MUST BE INCLUDED IN THE PROPOSAL IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

Delivery of Proposals

Any proposal received after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. No results will be read aloud when proposals are submitted to the City.

One original (so marked) and eight (8) copies of the proposal and an electronic copy of the proposal in pdf searchable format should be submitted in a sealed box. The outside of the box should be clearly marked:

Attention: Alexis McMinn

“Solid Waste Services Proposal RFP #2019-01”

Company Name

Contact Person and email address

Company Address

Company Telephone Number

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference has been scheduled for 10:30 a.m. CST, March 14, 2019, at the City of Tomball – 501 James Street, Tomball, 77375. All vendors desiring to be considered for this service must attend the meeting. Failure to attend will disqualify proposing firms.

Right to Reject

Until the final award by the City of Tomball, the City reserves the right to reject any and/or all proposals, to waive technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Open Records Act

The City is subject to the Texas Open Records Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the Act's provisions relating to submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

Proposer Contact with the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, all requests for information will be made in writing to Alexis McMinn at amcminn@tomballtx.gov.

Replies to all information pertinent requests will be sent in the form of an addendum to all who attend the pre-proposal conference. No direct contact with or lobbying of City management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process after the RFP is released to the public. No gifts, lunches or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified.

Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential solid waste services to the City's residents and is not intended to be all-inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

Proposal Content Contractual

The information contained in the winning proposal will be used as the basis for the resulting contractual agreements.

B. SCHEDULE OF ACTIVITIES

February 25, 2019	RFP available to proposers in person or by email
March 14, 2019, 10:30 a.m. CST	Mandatory Pre-proposal Conference Held
March 21, 2019, 2:00 p.m. CST	Deadline for questions prior to proposal due date
March 27, 2019, 2:00 p.m. CST	Sealed proposals due
April 4-5, 2019	Finalist interviews held
April 10, 2019	Decision Made with Recommendation
April 17, 2019	Successful firm and others notified of the award
May 6, 2019	City Council awards Contract
July 19, 2019	Initiate Education of Customer Base to Changes
October 1, 2019	New Contract begins

C. IMPORTANT INFORMATION TO PROPOSERS

Invitation for Proposals

The City of Tomball invites sealed Proposals for Residential, Commercial and Industrial Garbage Collection and Disposal, including the Collection of Recyclables, and Brush and Bulk pickup. The City contains approximately 2,768 single family residential units. For the commercial containers, there are approximately 455 FEL containers serviced from one to six days per week and approximately 60 roll-off hauls per month (combined permanent and temporary). There are approximately 15 City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held at the Public Works Administration Conference Room, 501 James Street, Tomball on March 14, 2019, at 10:30 AM CST.

Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. All follow-up questions should be emailed to Alexis McMinn amcminn@tomballtx.gov by 2:00 PM on March 21, 2019.

Proposers should read the following instructions and follow them closely. Failure to do so may result in a Proposal's disqualification.

A Proposer who submits a Proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code, without qualification, including but not limited to the following:

Select any Proposal

Waive any formality, technicality, or irregularity in Proposals received

Reject any Proposals, which are not legible, not complete or contain irregularities

Reject any Proposals not received on or before the due date and time specified.

Obtain clarification from Proposers concerning Proposals

In order for your submission to be considered eligible, you must complete the following:

1. The Proposal pages must be properly completed (in ink or type);
2. The Proposal pages must be signed by an authorized contracting agent of your company with **each page of the RFP documents initialed**.
3. The Proposal shall be filed with the City of Tomball, 501 James Street, Tomball, TX 77375 no later than 2:00 PM on March 27, 2019.

Required Format of Proposal

- The Proposal must contain ALL of the required paperwork.
- ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be accepted as an answer.
- Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal: Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:

Sealed Envelope or Box with the Proposer's name and address in the upper left-hand corner and marked as indicated in <u>Delivery of Proposals</u> . The envelope or box must contain one original (marked as such) and eight (8) copies of the Proposal with the original signed in BLUE ink and one CD with an electronic copy in searchable pdf format.
1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer
2.. Declaration
3.. Proposal Bond
4.. Non-Collusion Affidavit and Conflict of Interest Questionnaire
5.. Power of Attorney (if necessary)
6. Proposal Tab 1 Past Performance and Experience of Contractor
7. Proposal Tab 2 Financial Qualifications
8. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)
9. Proposal Tab 4 Experience of Personnel
10. Proposal Tab 5 Equipment
11. Proposal Tab 6 Operational Plan and List of Acceptable Recycling Materials
12. Proposal Tab 7 Disaster Debris Management Plan
13. Proposal Tab 8 Rates, and Services
14. Proposed Alternatives
15. Exceptions
16. Brochures, Flyers, Promotional Material

Proposal Cover Sheet

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non- current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a falsetto to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Tomball.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Include either Social Security or Federal Tax Identification Number: _____

Name of Firm:	Phone:
Address:	Fax
Name and Title:	Attest:
Signature:	Date:

Corporate Seal:

Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based on the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Tomball RFP- Solid Waste Services as stated in RFP #2019-01.

Firm/Corporation

Address

Name

Signature

Title

Date

Proposal Bond

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this proposal is a Proposal Bond in the sum of Five Percent (5%) of the Total Proposal Amount for the First Year made payable to the City of Tomball which it is agreed shall be collected and retained by the City as liquidated damages in the event this proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the City within ten (10) days after the date said proposal is accepted, otherwise, said bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

(Mayor/Vice-Mayor)

Address _____

Phone _____

Fax _____

Email _____

Non-Collusion Affidavit

STATE OF: _____ **COUNTY OF:** _____

I state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor the approximate amount of this response has been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or another form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Tomball of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature _____ Name: _____

Position _____

Sworn to and Subscribed before this _____ day of _____, 2019

(Notary Public) _____

My Commission Expires: _____

Conflict of Interest Questionnaire

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, the successful business entity awarded a contract by the City Council of Tomball must submit Form CIQ (Conflict of Interest Questionnaire) with the submission of the bid. The form can be found at www.ethics.state.tx.us

Certificate of Interested Parties

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City Council of Tomball must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

Certification Regarding Boycotting Israel

Contractor shall submit with his bid a statement certifying that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov’t. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller’s office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov’t. Code.

Agreement Cancellation

The City may, by written notice to the successful Proposer, cancel the agreement without liability to the City if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the City with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an agreement. In the event this agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

D. OVERVIEW

Purpose and Intent

The City of Tomball desires a contract for solid waste and recycling services that will provide excellent customer service, with accurate billing, and prompt response time to customer complaints. The City is looking for a contractor with **not less than ten (10) years of experience** providing residential solid waste, recycling and bulky/brush collection services in communities with a customer count similar in size to the City's customer base and capable of providing services that include, but are not necessarily limited to, the following:

Services will include the following:

- 1) Real-Time GPS Tracking Capability of collection vehicles
- 2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- 5) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday; 7 AM to 2 PM Saturday except for Thanksgiving, Christmas and New Years day.
- 6) Providing a designated contact person as the primary contact responsible for the City of Tomball Account
- 7) With respect to residential services, capable and willing to provide:
 - a. Collection of residential solid waste twice a week
 - b. Collection of recycling items once a week
 - c. Brush collection once per week with no call-in required
 - d. Bulk item collection once per week with no call-in required
 - e. Provision for the collection of amounts over specified limits for a fee
- 8) Vehicles used for collection with the City at the time of commencement of the contract shall not be older than five (5) years.
- 9) The Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.
- 10) Provision of commercial collection up to six days per week
- 11) Provision of Roll-Off collection on call up to six days per week

Contract Term

The City intends for collection and processing services under the new agreement to begin October 1, 2019, and continue for a term of five (5) years, ending at midnight September 30, 2024, with an option for five (5) one-year term extensions beginning October 1, 2024.

Conditions

In its sole discretion the City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals, and (3) accept proposals which deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any Party or parties submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors, and omissions. The attached Appendices are for guidance only.

City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

City reserves the right to negotiate with any, all or none of the proposers responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data, relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.

The proposer must furnish a "Certificate of Authority," signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas prior to awarding of the Contract.

Agreements with the selected proposer will require that the selected proposer provide worker's compensation insurance, commercial general liability, automobile insurance, and any other insurance that the City's Risk Manager may require. The City will be included as an additional named insured. Development agreements with the selected proposer will require indemnification of the City by the selected proposer in form and substance satisfactory to the City's Risk Manager and the City Attorney's office.

Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. In addition, the City may require other forms of assurance from the selected proposer of successful completion of the development.

Any and all costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Open Records Act.

All responses relative to this request for qualifications and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Tomball without any restrictions on usage, subject to exceptions under the Texas Open Records Act, and are non-returnable.

The applicant may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the City Charter, and applicable City ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors for the purpose of influencing consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the applicant's submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using substantial portions of the work product of another applicant is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Disclaimer

- The information contained herein is provided solely for the convenience of prospective solid waste companies. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.
- Any reliance on these contents, or any communications with City officials or advisors, shall be at the recipient's own risk. Prospective proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.
- The City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make an award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.
- The City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resulting liability to the City and its advisors.

Background Information

The City's current contractor collects Solid Waste from bags placed at the curb on a twice-per-week basis (currently Monday and Thursday). The current quantity of bags allowed for solid waste collection is 25 (twenty-five) bags per collection day (*this volume of bags will be amended in the future contract*).

The City's current contractor collects Recyclables from contractor-owned 18-gallon bins (including newspaper and inserts, aluminum cans, No. 1 (PET) plastic, and No 2. (HDPE) plastic containers). Collection of Recyclables currently is done on Wednesday. Acceptable Recycling Materials too large to be placed in the bin are collected on collection day.

The Contractor currently collects brush and tree trimmings once per week. Currently, limbs must not exceed four feet in length and be stacked in a pile not to exceed four feet in height. Limbs exceeding this amount are not collected.

The Contractor currently collects bulky material (furniture, appliances and other large items) within one week after notification by residents. This collection is made on Thursdays.

The Contractor currently provides Commercial Collection using FEL containers or, for smaller businesses, a 95-gallon Poly Cart. Service is provided from one to six days per week.

The Contractor currently provides permanent or temporary Roll-Off containers and hauling under an individual agreement with generators (*exclusive roll-off service*).

Information is provided the Appendices for the use and consideration of the Proposer. The City offers no warranties as to the accuracy of the estimates, projections or information. Service levels, container sizes, the frequency of collection, number of units, and similar items may vary during the course of the Contract.

Discovery

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work and by submitting a proposal, the proposer warrants that they have fully acquainted themselves with such conditions and are prepared to honor all statements and commitments made in their proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposal whether successful or not.

Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of Garbage collected by the Contractor at a permitted facility;
9. Processing and Marketing Recyclables collected by the Contractor from the Residences;
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
11. Collecting all missed pickups (for any service provided) within 24 hours (Friday misses will be collected on Saturday).

Definitions

Definitions are provided to clarify items in the Contract. In the event that the definitions provided here differ from those in the most current version of the City of Tomball's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

"Bags" Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 40 lbs.

"Brush": Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs should not exceed four (4) feet in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled or placed in a customer-provided container. No bags, bundles or containers shall exceed forty (40) pounds in total weight.

The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider (Tree Trimming Company).

"Bulky Waste": White Goods, furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and Yard Trimmings are not considered Bulky Waste.

"Bundle or Bundles": Tree, shrub and brush trimmings securely tied together forming an easily handled package, with limbs and brush trimmings contained in such bundle not to exceed four (4) feet in length nor four (4") inches in diameter, and such bundle not to exceed forty (40) pounds in weight.

"Cart for Solid Waste" means a 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Cart weights, when full, shall not exceed 375 pounds. Replacement carts shall be purchased from the Contractor at the cost shown in this proposal.

"Cart for Recycling" means a 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable material list of instructions for Resident. Replacement carts shall be purchased from the Contractor at the cost shown in this proposal.

"City" The City of Tomball, Texas.

"Collection Area" means that portion of the City in which the Contractor provides collection services as described in this RFP.

"Commercial/Industrial Waste": All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

"Commercial/Industrial Unit": All premises, locations or entities, public or private, requiring

refuse collection within the corporate limits of the City and not a residential unit.

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse or garbage. The unit may be stationary or mobile.

“Container” means a metal or plastic receptacle used for Garbage, and/or Recyclables collection.

“Construction Demolition and Debris:” Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project and includes rocks, soils, tree remains and other vegetative matter that normally results from land clearing for a construction project.

“Contract Administrator” The City Manager or his designee responsible for actively interacting with the Contractor to achieve the Contracts objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Contract.

“Contract Documents” The Request for Proposals, Instructions to Proposers, Contractor’s Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

“Contractor” The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

“Corrugated paper” A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” Shall mean within three (3) feet of the curb that provides primary access for service.

“Customer”: The owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

“Dead Animals”: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (“roll-offs”).

“Disaster” An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress. A Disaster Event will be formally declared by the Mayor of the City of Tomball.

“Disaster Debris” Waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

“Disaster Management Plan” The Contractor’s operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.

“Disposal Site” A refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Garbage” Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption..

“Generator” A person or municipality that produces or creates a municipal waste.

“Hazardous Waste” Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

“Household Hazardous Waste” Items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

“Letter of Credit” A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

“Medical Waste”: Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC S1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, S252.001 (6) (Definitions-Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

“Municipal Solid Waste (MSW)” Any garbage, refuse, and other material resulting from residential, small businesses, City facilities, and from Special events. The term does not include source-separated recyclable materials.

“Municipal Waste Landfill” A facility using the land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to the operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Multi-Family Dwellings” Apartment building constructed to house more than one family, including townhouses and condominiums which receive MSW collection utilizing a container other than a Cart.

“Performance Bond” A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit” A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance and permit renewal.

“Poly Cart” See Cart for Solid Waste and Cart for Recycling.

“Processing Facility” A facility used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will if called upon to do so, accept and enter in the Contract.

“Recyclable Material: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recycling Materials at the Disposal Site and will deliver Recyclable Materials to an appropriate recycling facility.

“Recycle” or “Recycling” The collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Container”: A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of 18 gallons.

“Recycling Facility” A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Curbside Recycling” means recycling services generally provided to Single Family Structures. Recyclables are placed by customers at curbside for collection.

“Residential Unit” A residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

“Roll-off Compactor/Container” Container provided to a Commercial Unit by Contractor intended for high-volume refuse generating customers, and capable of pickup and transport by loading of the container onto the rear of transporting vehicle.

“Rubbish”: Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Small Businesses”: A commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week (up to two 95-gallon carts collected two times per week).

“Solid Waste”: Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Collection” means a fee-based collection available to a resident to collect Brush & Bulk materials that are in excess to the two (2) cubic yard weekly limit. The maximum volume to be collected as a “special collection” shall not exceed ten (10) cubic yards and excludes construction materials such as concrete and other materials that are too heavy for manual collection by the crew.

“Special Waste”: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Structure” means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Contract.

“Unacceptable Waste”: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to

Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unusual Accumulations” as to Residential Units, means any Waste placed Curbside for collection in excess of the volumes permitted by the Contract, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

“Waste”: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

“Wheeled Container” means a 95-gallon plastic Solid Waste Container, a 95-gallon recycling container, and any plastic container equipped with wheels, handles, and a tight-fitting cover. The term Cart and Wheeled container shall be considered interchangeable.

“White Goods” Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

E. EVALUATION AND AWARD CRITERIA

City Council Award

All proposals will be evaluated by a proposal evaluation committee appointed by the City Manager. This committee will recommend the winning proposer to the City Council for the award. Each proposer will be informed in writing (via e-mail) of the committee's recommendation for the award by 5 p.m. April 17, 2019.

Rules regarding contact with city officials as described in the "Notice to Proposers" will be strictly enforced and will result in disqualification of any proposer from further consideration. Following the City Council award, it is the City's expectation that that Contract negotiations will proceed quickly since each proposer will be asked to identify any concerns with the proposed Contract as part of their proposal.

Criteria for Evaluating Proposals

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews will be conducted with the top-rated proposers.

On an as-needed basis, the reviewers may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

Scoring of Proposals

The Proposal will be ranked according to the proposal evaluation criteria as shown in the table below. The evaluation committee will recommend the proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

Criteria	Percent of Total
Compliance, Clarity of Proposal – Minimal Exceptions	5%
Experience	5%
Strength of Personnel	5%
Operational Plan and Acceptable Recycling Materials	10%
Disaster Management	5%
Transition Plan	10%
Customer Service, GPS & Support	10%
Ability to Provide Appropriate Billing for All Services	10%
Competitive Cost of Proposal	40%

F. SCOPE AND SERVICE SPECIFICATIONS

Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the City. Services will include the collection of Garbage, Bulk Waste, Brush, Yard Wastes, and Recyclables, as well as Disaster Debris collection.

Temporary roll-off services for Construction Debris, remodeling related materials and waste including roofing, materials, carpeting, and similar materials and activities are included in the scope of work service for this Contract.

Residential Solid Waste Collection

Each proposal should include pricing for the various options set forth below relating to the collection of solid waste:

Option 1: **Two Time per week collection of bags:** Contractor shall provide curbside collections service for residential solid waste at each unit two times per week. Customer-provided bags will be placed at the curb by 7:00 a.m. on the designated collection day. All residential solid waste will be placed in bags with a ten (10) bag limit per collection.

Option 2: **Two Time per week collection of bags OR rented Poly Carts:** Contractor shall provide curbside collections service for residential solid waste at each unit two times per week.

Customer may elect to use bags or may rent a poly cart. Bags, or the Poly Cart, will be placed at the curb by 7:00 a.m. on the designated collection day. For bag collection customers, all solid waste material will be placed in 13-gallon bags with a seven (7) bag limit per collection. For rental Poly Cart customers, all materials must be placed within the poly cart with no materials placed outside of the cart.

Residents are required to place their rental carts next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.

Option 3: **Two time per week collection of Poly Carts:** Contractor shall provide curbside collection of solid waste twice per week with the Contractor supplying a 95-gallon poly cart to all homes. All materials must be placed within the poly cart with no materials collected outside of the cart.

Residents are required to place their carts next to the curb in front of the residence for pickup.

All Single Family Residential collection Options shall be performed weekly. Contractor shall provide a proposed schedule and map of sectors. For some solid waste options, the collection will be performed using 95-gallon carts. Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week. For options where carts are to be used, the Contractor is not responsible for collecting Carts weighing more than 375 pounds. The Contractor shall collect Carts that are placed Curbside (the exception being for Special Needs). The Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes solid waste is not prepared and/or located correctly by a Customer. However, the City shall be the sole and final judge as to such conditions and locations.

Rental Poly Cart Program- Solid Waste

If the City selects Option 2 for both solid waste and recycling, the City will offer each resident the option of renting a 95-gallon Poly Cart to be supplied by the Contractor, for a monthly fee. The fee proposed will represent the complete cost of the rental, including delivery and future pick-up of the cart from a resident. Carts will be rented for no less than a six-month period to a resident opting for this program.

Brush and Bulk Collection

The contractor will collect **Brush and Bulky** materials once per week per residence. This will no longer be a call-in service. The maximum amount of Brush and/or Bulk material to be placed for normal collection in one week shall be two (2) cubic yards per home (a debris pile measuring approximately 6' x 3' x 3').

Limbs to be collected should not exceed four (4) feet in length and not exceed four (4") in diameter, no heavier than 40 lbs. All Brush to be collected must be tied and bundled or placed in a customer-provided open, reusable container.

The term brush specifically excludes debris resulting from services of a Commercial Tree Service Provider.

Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

Special Collection for Brush & Bulky Items

When a Customer desires collection of more material than the weekly limit, the resident can request a "Special Collection". The contractor may charge for the collection of Special Bulky Waste Collection at the rate set forth in Proposal Tab 8. The "Special Collection" price will reflect a cost per hour for the vehicle, plus applicable disposal.

The Contractor will address in the proposal how this "Special Collection" will be performed. The City prefers that the Contractor perform the "Special Collection" within one week of the request from the resident.

Residential Recycling Collection

The City requires a single stream recycling collection program for all Single Family Residential units in the Collection Area. The City requires recycling to be provided at select City facilities at no charge. Each proposal should include pricing for the various options set forth below relating to Residential Curbside Recycling. In the Operation Plan, the Contractor shall provide a list of all materials that will be accepted for recycling.

Option 1: **One time per week using 18-gallon bins:** Contractor shall collect Recyclables from the Contractor-provided 18-gallon bin once per week. Cardboard boxes broken-down and placed adjacent to the recycling bin will be collected with the bin. Overflow recyclables placed on top of or beside the bin will be collected.

Collection shall occur on the same day as one of the days the solid waste collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Option 2: **One time per week using 18-gallon bins OR rented Poly Cart:** Contractor shall collect Recyclables from the Contractor-provided 18-gallon bin once per week OR from a rented Recycling Poly Cart. If a bin is used, overflow recyclables placed on top of or beside the bin will be collected. Cardboard boxes broken-down and placed adjacent to the recycling bin will be collected.

If a rental Poly Cart is used, all recycling materials shall be placed within the cart.

Collection shall occur on the same day as one of the days the MSW collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Option 3: **One time per week using Poly Cart**

Contractor shall supply one 95-gallon recycling poly cart, clearly marked by color (either lid or Cart body) to identify for recycling only, per residence for collection once per week. All materials must be placed within the Cart. Recycling collection shall occur on one of the days the Solid Waste collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Where Carts are used, the Contractor will not be responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect Recycling Carts that are placed

next to the curb (the exception being for Special Needs).

The Contractor shall be responsible for providing notice first to the Customer, then to City staff if it believes a Recycling Cart/Container is not prepared and/or located properly. However, the City shall be the sole and final judge as to such conditions and locations.

Rental Poly Cart Program- Recycling

If the City selects Option 2 for both solid waste and recycling, the City will offer each resident the option of renting a 95-gallon Poly Cart to be supplied by the Contractor, for a monthly fee. The fee proposed will represent the complete cost of the rental, including delivery and future pick-up of the cart from a resident. Carts will be rented for no less than a six-month period to a resident opting for this program.

New Residential Accounts

Options 1: The City will notify Contractor of a new account and Contractor will deliver one 18-gallon bin to that address within five (5) days of the notification.

Option 2: The City will notify Contractor of a new account and Contractor will deliver one 18-gallon bin or Poly Cart to that address within five (5) days of the notification.

Option 3: The City will notify Contractor of a new account and Contractor will deliver Poly Carts to that address within five (5) days of the notification

Commercial and Industrial Collection

Contractor shall provide collection services for the collection of commercial and industrial solid waste to all commercial and industrial units in accordance with individual agreements with generators at the rates specified in the Proposal.

Note: that the City's ordinance provides for each dumpster to be placed within an enclosure. Though some establishments continue with collection outside of an enclosure, the City's policy is to demand compliance with the ordinance, with the account providing an enclosure for future collections, whenever that customer upgrades or changes dumpster size.

Contractor shall provide 95-gallon Poly Carts to small commercial generators at the collection rates submitted in the Proposal.

Each commercial container shall be placed in an accessible, outdoor location on a hard surface suitable to bear the weight of the collection vehicle. The Contractor may decline to collect bins not so placed.

Collection of commercial containers and roll-off containers shall take place according to the individual agreements with each generator requiring service. Establishments generating putrescible waste materials will receive a minimum, of two days per week collection.

In no event shall collection of commercial containers or roll-off containers begin before 7:00 AM or after 7:00 PM where service is performed adjacent to residential units.

Small Businesses Garbage and Recycling Collection

Collections from all Small Businesses shall be performed at least weekly. The collection will be performed using 95-gallon Carts provided by the Contractor. Collections shall be made on a regular schedule on the same day(s) and approximately the same time each week.

If a Small Business elects to receive Recycling Service, the Contractor shall provide one 95-gallon recycling cart (clearly distinguished from the solid waste cart) to be collected once per week.

The Contractor is not responsible for collecting Carts weighing in excess of 375 pounds. The Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes the Cart is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

Roll-Off Compactor Units

The purchase, lease, rental, installation, maintenance and repair of a Stationary Compactor Unit or any related parts or accessories, as well as a Detachable Container, are arranged between the Contractor and the business. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Proposal.

Roll-Off Container Collection for Construction Debris, Remodeling

To the extent allowed by law, the Contract will provide exclusive rights to the Contractor for the collection of Construction Debris and waste materials resulting from remodeling activities.

New Commercial and Industrial Accounts

New customers will contact the City to request solid waste collection. The City will contact the Contractor to arrange for the services to be provided. The City will receive all services changes requests from the customers and the City will communicate the changes to the Contractor. All customers who request temporary roll-off services will be processed through the City prior to the Contractor commencing service to the commercial or industrial customer.

Alternatives to the required specifications

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on the base service Options as described in this RFP and then propose the innovative service as an alternative to the base service so that the City may determine the best option for its citizens. The description of the alternative service should be provided with the proposal submission. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 8 for each of the service options being offered.

OSHA, Health, and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards.

Exclusive Collection Area

The Contractor shall have the exclusive right to provide all Residential, Commercial and Industrial solid waste collection services, and all Residential Curbside Recycling services called for in this Contract within the boundaries of the City of Tomball.

Special Needs Cart Placement for Collection

Special provisions will be made for those residents that are physically unable to place their container in the required location. The rate for the collection of Special Needs carts shall be the same as a regular collection.

Holiday Collections

The City prefers that the Contractor perform collection on all days except for Thanksgiving, Christmas and New Years. If any holiday falls on a regularly scheduled workday, collections for the holiday will be made on the next day for that holiday week. The City will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Christmas trees placed at the curb will be collected on the normal brush/bulk collection day.

City Facilities Collection

The Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities included in the Contract at the frequency and day(s) specified by the City, Monday through Saturday. The Contractor shall not be required to provide more than daily collection per location. The City has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers and the collection frequency is located in Appendix A.

Education Campaign

Annually, on January 1 of each year of the agreement, Contractor shall provide to the City a check in the amount of \$5,000 to assist the City with a comprehensive community education program regarding Waste collection and recyclables to promote optimum participation in the recycling program.

Disaster Debris Collection Plan

In the event a disaster is formally declared by the City due to a major wind, flood, ice storm, fire, hurricane, tornado or other disasters that result in excessive and abnormal quantities of solid waste and debris, the Contractor may be called on to provide additional vehicles, containers, and personnel during post-storm cleanup.

In Proposal Tab 7, describe in detail how the Contractor will respond in any instances where the City negotiates the services of the Contractor under these special conditions. Include timelines to deploy labor and equipment, utilization of sub-contractor services, anticipated volumes that could be collected daily, etc.

The fee(s) outlined in Proposal Tab 8 for hourly rates, equipment and disposal costs will be in effect at the time of such an event.

G. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by the Contractor.

Vehicle Specifications

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than five (5) years or year model 2014 or newer. At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color or colors schemes. The vehicles shall be numbered consecutively and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route collection.

Please describe how you define "Real Time" GPS Tracking and the program you plan to propose to utilize for "Real Time" GPS Tracking.

Vehicle Maintenance and Inventory

The Contractor shall provide to the City with the proposal documents a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in Vehicle Specifications. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Supplying Garbage or Recycling Carts (Options 2 & 3)

The Contractor shall supply and maintain all solid waste or recycling Carts, either for Rental (Option 2) or city-wide placement (Option 3).

The contractor shall provide instructions for proper use of the carts to the residents along with the delivery of the carts. Upon notice from the City, the Contractor shall deliver Carts to occupants who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used carts must be cleaned to like-new condition prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement cart is delivered.

The Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Cart Repair or Replacement

The Contractor will be responsible for maintaining all residential Carts in good working order. The Contractor shall be responsible for the repair and/or replacement of all Carts, including the purchase of additional Cart inventory as needed, with the exception of replacement required by homeowner negligence. The Contractor will be reimbursed for the cost of a replacement Cart, and delivery of same, when damage is a result of the negligence of the Customer.

Detachable Container Standards

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) shall be painted, or changed out, at least once every 2 years. Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. The Contractor is responsible for removing graffiti from its Detachable Containers.

Detachable Container Repair or Replacement

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of notice from the City.

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

H. TRANSITION PLAN

Based on the content of proposals and the negotiated terms of the Contract the Contract may require a period of transition. Certain details, procedures, and information will need to be exchanged for the successful implementation of the Contract.

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider, and current service levels, to the successful Proposer and selected service levels. The proposed Transition Plan is of critical importance to the City.

In the Transition Plan, Proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach, including equipment, personnel, and schedule, for delivering carts, dumpster and roll-off containers to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider.
- C. A detailed schedule for the transition.
- D. Proposed strategies for assisting with customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days prior to the initiation of service.

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract.

This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 3) Procedures for transmitting information to and from the City to the Contractor;
- 4) Standards for the electronic transfer of information;
- 5) Vehicle Inventory;
- 6) Other items identified by the parties.

The Transition Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

I. COMMUNICATION AND MEETINGS

Contractor's Office

The Contractor shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days, and from 7 AM until 2 PM on Saturday. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

Meetings

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Transition Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Transition Phase". During the Transition Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Transition Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
- 2) After the Transition Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.
- 3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Customer Service and Complaint Resolution

Customer complaints shall be directed by the Customer to the City, and the City shall then direct such complaints to the Contractor.

Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall arrange for collection on the next business day after receipt of such complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

Contractor shall be responsible for maintaining a log of complaints based on the information

provided to Contractor by the City and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Contractor shall take appropriate action to cause such Customer to subsequently properly set out such Waste, and shall notify the City of such action.

Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

Liquidated Damages

In no event shall Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. The City may charge Liquidated Damages the Summary of Liquidated Damages on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the Contractor in writing of the dollar amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, it may request in writing a meeting with the City Manager or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the City Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that the City Manager or his designee requests a hearing date before the City Manager to present its defense to such assessment. The City Manager shall notify the Contractor in writing of any action taken with respect to the Contractor's claims. Nothing contained herein shall be deemed to waive any other rights or remedies available to Contractor under this Agreement or otherwise at law if Contractor disagrees with the City's assessment of Liquidated Damages.

Summary of Liquidated Damages

1. Missed collection: \$25 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as an unacceptable set-out, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. Missed residential unit block: \$500 per incident for the Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the Contractor as unacceptable set-outs and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on the block during the day of the complaint.
3. Commencement of residential collection prior to 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence
4. Failure to complete a majority (50%) of the collections on a given day: \$2,500 each incident
5. Failure to maintain a vehicle in a manner consistent with the Contract: \$100 each incident
6. Failure to clean up spilled Garbage, Refuse, or Recyclables resulting from loading and/or transporting within two (2) hours of notification: one hundred dollars (\$250.00).
7. Failure to address complaints within one business day: \$100 for each incident.
8. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
9. Failure to return carts and containers to approximately original collection location: \$25 each incident.
10. Contractor commingling recyclable materials with MSW: \$ 1, 000 each incident.
11. Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$100 each incident.
12. Failure to be prepared to perform services on or after the commencement date: \$ 3, 000 per calendar day.
13. Failure to provide correct invoice information to the City: \$1,000 each incident.

Newsworthy and Emergency Notifications

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor or Contractor's employees could be involved in a motor vehicle accident; an environmental accident. The Contractor must contact the City Manager or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc.

J. REPORTING

The Contractor shall provide the following reports or notifications to the City Manager or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by the Contractor and the City.

Monthly Reports

Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract.

Such reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected.

Monthly reports must also clearly indicate changes to service levels and category (recycling/MSW); container size; container type and frequency of service. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain the following information:

- 1) Monthly tonnages (volume) by category of service
- 2) Residential Garbage, Recycling
- 3) Commercial Garbage
- 4) Roll-Off Garbage

- 5) Residential Brush & Bulk
- 6) Disaster Debris by Event when applicable
- 7) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract
- 8) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract
- 9) Customer complaints received by Contractor arranged and listed by category, including date, address complainant, nature of complaint and resolution.
- 11) Changes in the Contractor's compliance history.

Annual Reports

A complete and accurate Annual Report, summarizing the past twelve month's total activity reflected in the Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before January 31st of each year.

K. COMPENSATION

Payments to the Contractor

The City shall provide billing and bill collection services for Residential Units during the term of this Agreement. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units.

On the last business day of the month, the City shall provide Contractor the number of residential units for which collection services were provided by the Contractor. Then, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City shall remit to Contractor payment for such services within thirty (30) days after receipt of the invoice. Contractor shall provide to the City, on a monthly basis, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

The City shall notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to the Contractor.

Modification of Rates

Base Rate adjustments for changes in the (i) CPI (as defined below) and (ii) Fuel Index (as defined below) will be considered by the City no more than once per year during the term of the Contract, during the month of October of each Contract Year. Contractor shall submit a request for an Annual Base Rate Adjustment by August 1st of each year. The contractor must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld.

Contractor's request for an adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be calculated as follows:

- (i) Contractor shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component").
- (ii) Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior 12 month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On-Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component."
- (iii) The CPI Component and the Fuel Adjustment Component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing September 1 of the current Contract Year, such adjustment shall not exceed three percent (3%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

Regulatory Rate Adjustment

The Contractor may petition the City at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City of Tomball. The increase per month shall be calculated using the annually reported waste generation data per residential unit in the City. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

L. REQUIRED INSURANCE & INDEMNITIES

General Requirements

The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount, as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Workers Compensation Insurance Coverage

(A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under the Contract for the duration of the Contract.

Duration of the Contract - includes the time from the commencement of services and continuing for five years. Persons providing services includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under the Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

(C) **The Contractor must provide a certificate of coverage to the City prior to the**

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City of Tomball RFP for Solid Waste Services

Contractor's Initial _____

commencement of service.

(D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

(E) The Contractor shall obtain from each person providing services under the Contract, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(F) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(G) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(H) The Contractor shall post at the office where the trucks serving the City are based a notice in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The Contractor shall contractually require each person with whom it contracts to provide services to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work; and

(b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;
- (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services. (J) By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under the Contract will be covered by workers' compensation coverage for the duration of the Contract. The Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (J) The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily Injury\$1,000,000/person
.....\$1,000,000/occurrence
Property Damage ...\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as an additional insured.

Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically ensure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS. To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, the collapse of buildings, or damage to underground property.

The liability limits shall not be less than:

Bodily Injury \$1,000,000/person

..... \$1,000,000/occurrence
Property Damage ...\$1,000,000/occurrence
.....\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as an additional insured.

Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Indemnity and Release

The Contractor is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Performance Bond

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to August 1 each year of the Contract. A sample of the required form is provided in Appendix D.

M. PROPOSAL TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? **(Minimum experience required – 10 years in business with accounts of similar size)** Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste, and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years, include references for existing contracts of like-size (residential count) communities.

The list should reflect:

- A. The name of the municipality and home count
 - B. The person to contact for reference information and that person's phone
 - C. Date the contract expires
 - D. The annual dollar value of the contract
4. With respect to any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you?
 5. Has your organization filed any lawsuits or requests for arbitration with regard to any Texas contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
 6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
 7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.
9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

1. Briefly describe in narrative format the entity's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion.
2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.

Proposal Tab 3 – Facilities

Identification and location of the processing and disposal sites

List the name, location, and distance from the City of Tomball for the facilities proposed for use in providing the services specified in the Contract using the format below.

Disposal Facility: **Location:** **Distance from City**

Recycling Facility: **Location:** **Distance from City**

Brush/Bulky Facility **Location:** **Distance from City**

Proposal Form 3-A - Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: newspaper and inserts, aluminum cans, and plastic containers # 1,2,3,4,5 & 7; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☐Corporation☐Partnership☐Sole Proprietor

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for disposing Municipal Waste collected by _____ the Contractor under the City of Tomball Contract.

I understand and agree that the City of Tomball shares no risk, expense for the disposal of the materials delivered by the Contractor

I certify that the disposal system of _____ (Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Texas, # _____.

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive and dispose of, all municipal solid waste collected on a daily, weekly, monthly and annual basis under the City of Tomball Contract.

I agree that the City of Tomball may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Tab 4 - Experience of Personnel

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.

List, and prepare the Summary of Qualifications for the General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager and any other relevant personnel.

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information.
3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:

Mailing Address:

Direct Phone

Mobile phone:

Fax:

Email:

3. How does the Contractor deal with replacing key personnel who leave?
4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of work days and hours for each category anticipated for successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the City's Contract.
6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
7. Describe in detail the Contractor's employee/driver training program.
8. What steps will the Contractor take to inform the City staff about the specific requirements of this Contract? Please provide details by the category of personnel.

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/ her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to The Tomball if your firm is awarded the contract.

Name: _____

Position: _____

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Proposal Tab 5 – Equipment

No Vehicle used in servicing this Contract shall be more than five (5) years old as of October 1, 2019, or the date service commences under the Contract, whichever comes first.

1. Using the template below as a guide, list the vehicle information for each service category.

Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or on site. The information provided on this form demonstrates the Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating the Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Garbage

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Recycle

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Bulk Collection (Grapple and/or Rear Load)

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Proposal Tab 5 -Equipment (continued)

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Proposal Tab 6 - Operational Plan

In the new contract, all collection activity can be performed from Monday through Friday.

1. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of garbage and recyclables and the collection of compost material.
2. Describe the Contractor's proposed method of collection for Brush and Bulk demonstrating the benefits of their approach. (Disaster events will be covered in a separate section).
3. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the City.
4. Explain how Contractor will utilize their GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues.
5. Describe the Contractor's procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections.
6. Describe in detail the Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.
7. Describe in detail the Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement, and regulatory agencies, emergency response teams, etc.
7. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc operating within the State of Texas must be made available upon request of The City. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
8. How your fleet will utilize camera technology to visually inspect recycling materials that are collected to minimize contamination.
9. Discuss any new technologies available to improve customer service and response time, and to assist in reducing recycling contamination.
10. Provide a list of acceptable recycling materials that will be collected and processed.

Proposal Tab 7 –Disaster Management Plan

1. Disasters resulting in significant volumes of debris may occur in the City of Tomball. Timely removal of this material is crucial. Describe in detail how the Contractor can respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Rates to be charged to the City when a Disaster is declared by the Mayor of the City will be reflected in Tab 8 – Rates and Services.

Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed. There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8.

All submitted rates will be extended by the following approximate quantities:

Current House Count Regular Collection: 2578 homes

Commercial & Roll Off Container Service Appendix C

Residential Single Family

Option 1

Combined Collection Services

Price per home per month _____

Option 2

Combined Collection Services

Price per home per month _____

Monthly Rental Rate for Poly Carts*(includes delivery, maintenance and removal)*

95-gallon MSW Poly Cart Rate per month per Cart _____

95-gallon Recycling Poly Cart Rate per month per Cart _____

Rate per Cart if both MSW and Recycling Carts are rented _____

65-gallon MSW Poly Cart Rate per month per Cart _____

65-gallon Recycling Poly Cart Rate per month per Cart _____

Rate per Cart if both MSW and Recycling Carts are rented _____

Option 3

Combined Collection Services

Price per home per month _____

Rate for collection of additional Contractor-supplied MSW cart

Price per home per month per additional cart _____

Rate for collection of additional Contractor-supplied Recycling cart

Price per home per month per additional cart _____

Additional Residential Rates

Special Collection of Unusual Accumulations for Brush & Bulky Items

Service Fee (a fixed charge per occurrence) _____
(includes transportation, loading of up to 10 yards and disposal time)
Disposal fee per yard collected _____

Disaster Management Rates

Rate per Hour for Roll Off Truck and Container _____
Rate per Hour for Grapple Truck _____
Rate per Hour for Rear Load Truck with crew _____
Disposal fee per ton collected _____

Small Business Commercial

One Solid Waste Cart once per week _____
One Solid Waste Cart twice per week _____
Additional Solid Waste Cart(s) Once Per Week _____
Additional Solid Waste Cart(s) Twice Per Week _____
One Recycling Cart once per week _____

Replacement Cart Purchase

Price for replacement solid waste cart (one-time fee) _____
Price for replacement recycling cart (one-time fee) _____

Commercial Front Load Rates

Important Note: All Fees Submitted are Net to Contractor

Rates reflect all charges that will be assessed

The contractor will bill all Commercial and Roll-Off

FEL – include all disposal costs

Size	1x	2x	3x	4x	5x	6x	extra
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							
10 yard							

Casters (fee per month per container) _____

Locks (fee per collection per container) _____

Roll-Off Containers

Important Note: All Fees Submitted are Net to Contractor

Rates reflect all charges that will be assessed

Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton*
15 yd SC	N/A		
20 yd SC	N/A		
25 yd SC	N/A		
30 yd SC	N/A		
35 yd SC	N/A		
40 yd Receiving Container**			

* Submit a flat rate for each ton (not a discounted rate for initial tons, with an increase in rates for tons over a certain amount).

** On Stationary Compactors put in a Monthly Rental cost for the Detachable Container only. Do not show a rate for the compactor, itself. The rate for the Stationary Compactor, as well as for Self-Contained Compactors will be negotiated between the Contractor and the waste generator.

N. APPENDICES

APPENDIX A: City Facilities at No Charge

(Future City facilities will be provided free of charge)

Name	Address	Quantity	Size	Frequency
Police Department	400 Fannin	2	95 gallon	2 x week
IT Department	105 S. Cherry	4	95 gallon	2 x week
Matheson Pool	1240 Ulrich	2	95 gallon	2 x week
City Hall	401 Market	1	8 yard	1 x week
Public Works	501 James	1	8 yard	1 x week
Fire Station 1	1200 Rudel	1	8 yard	1 x week
Fire Station 2	11725 Holderrieth	1	8 yard	1 x week
Fire Station 5	19900 Telge	1	8 yard	1 x week
Community Center	221 Market	1	8 yard	1 x week
Treatment Plant	615 Hufsmith	1	8 yard	1 x week
Depot	201 S. Elm	2	8 yard	1 x week
Juergens Park	1331 Ulrich	2	8 yard	1 x week
Treatment Plant	614 Hufsmith	1	30 yard	1 x per month
Broussard Park	1414 E. Hufsmith	2	6 yard	1 x week
Tomball Little League	615 N. Cherry	3	3 yard	3 x week

Special Events

German Festival – March	3	40 yard	1 haul each
THS Booster Club Crawfish Boil	1	8 yard	deliver and p/up
Rotary Fish Fry	2	8 yard	deliver and p/up
Rails and Tails	1	30 yard	1 haul
July 4 th Celebration	1	40 yard	1 haul
Zomball	1	8 yard	deliver and p/up
Food Truck Festival	1	30 yard	1 haul
German Festival – December	3	40 yard	1 haul each
Tomball FFA Project	1	8 yard	deliver and p/up
Tomball FFA Project	1	20 yard	1 haul
Tomball Cleanup Week	3	40 yard	1 haul each
Recycle Day Event	Truck and Driver for 8 hours		1 load

APPENDIX B: Specifications For 65 & 95 Gallon Refuse and Recycling Carts

1. Vendors shall provide certification that the two-wheeled containers provided to the City meet the requirements of Rehrig Pacific Company Model ROC-95U or equivalent to meet ANSI Z245.30. Vendors shall provide certified copies of all test results with the proposal.
2. Capacity: 65 or 95 gallons
3. Reinforced lift points under skirt and rim
4. Integrally molded-in plastic catch bar
5. Heavy-duty top lip
6. Wide ground-hugging base
7. Double drag rail on the bottom
8. Inner drag rail on the bottom
9. One piece molded handle
10. Molded-in foot tilter
11. Large smooth areas on side panels for logos and slogans
12. Areas on the lid for molded-in text and labels
13. 3/4" diameter corrosion resistant steel axles
14. 10" wheels and fasteners
16. Size of container - height: 45.13" width: 28.50" Depth: 33.73" ANSI Load Rating pound: 332.50
17. Markings for both MSW and Recycling Carts:
 - a. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that is to be water resistant and approximately 1" in height on the same side.

Recycling Carts shall be marked clearly differentiating the cart for the purpose of recycling. The Contractor may use the same lower body color as the MSW cart, but with a yellow lid. The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.

APPENDIX C: Current Commercial Matrices

Current Front End Load Container Matrix (Rates are net to Contractor)

Size	1x	2x	3x	4x	5x	6x	Extra
2 yd price	53.48						
Quantity	1						
3 yd price	65.31	103.82	156.26	195.85	244.04	293.25	
Quantity	64	11	4	13	0	3	
4 yd price	70.62	112.4	168.04	210.85	262.20	315.73	
Quantity	43	12	8	5	0	0	
6 yd price	90.97	143.43	216.19	270.78	338.21	404.57	
Quantity	52	49	31	1	7	3	
8 yd price	110.20	176.60	263.28	330.70	413.15	495.53	
Quantity	42	76	5	8	8	9	

Roll-Off Matrix

From March 2017 Data (these numbers will be used to extend the proposal)

Total Hauls in 30-day period	106
Tons for these hauls	368
Average Tons per load	4 tons

Commercial Hand Collect using 1- 95 Gallon Poly Cart

Quantity	Frequency	Rate
118	One time per week	20.57
87	Two times per week	24.74

APPENDIX D: Disposal Tonnage

(data supplied by incumbent)

MONTH	Recycling	Residential	Commercial
JANUARY	22	357	650
FEBRUARY	19	293	697
MARCH	16	443	744
APRIL	29	362	635
MAY	18	319	659
JUNE	24	372	716
JULY	28	345	589
AUGUST	23	340	679
SEPTEMBER	22	297	585
OCTOBER	29	310	681
NOVEMBER	26	332	664
DECEMBER	28	379	644
TOTALS	285	4149	7942

APPENDIX E. Bond Forms

STATE OF TEXAS § COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: That of the City of Tomball, County of Harris , and State of Texas, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Tomball, Texas (City), in the sum of ____ dollars (\$_____) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the ____ day of _____, 2019, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of the said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2019.

Surety _____ Principal

By _____ By _____

Title _____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

Surety Bond

STATE OF TEXAS §§ COUNTY OF Harris §

KNOW ALL MEN BY THESE PRESENTS: That _____ of
the City of _____, County of _____,
and State of Texas, as principal, and authorized under the laws of the State
of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of
Tomball (Owner), in the penal sum of _____ (\$) for
the payment whereof, the said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the
day of , 2019, for , which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal and its subcontractors shall well and faithfully make payment to each and every
claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or
materials in the prosecution of the work under the contract, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253
of the Texas Government Code, as currently amended, and all liabilities on this bond shall be
determined in accordance with the provisions of the said statute to the same extent as if it were
copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same shall in any way affect its obligation on this
bond, and it does hereby waive notice of any such change, an extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder. The surety
company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 2019.

Principal

Surety

By _____ By _____

Title _____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

APPENDIX F: Sample Insurance Certificate

Client#: 18927		IESI	
ACORD™		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 12/22/2011	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER HUB International Ins Svcs Inc P O Box 98756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic# 0757776		CONTACT NAME: Margie Blackmon PHONE (A/C, No, Ext): 505 828 4000 FAX (A/C, No): 866 487 3972 E-MAIL: margie.blackmon@hubinternational.com ADDRESS:	
INSURED IESI Corporation and its Subsidiaries 2301 Eagle Pkwy Suite 200 Fort Worth, TX 76177		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Greenwich Insurance Company	
		INSURER B: Catlin Specialty Insurance Co	
		INSURER C: Endurance American Specialty	
		INSURER D: Great American Assurance Co	
		INSURER E: Arch Insurance Company	
		NAIC #	
		22322	
		15889	
		41718	
		26344	
		11150	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFT (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GEC002511805	12/31/2011	12/31/2012	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY				\$1,000,000
	CLAIMS-MADE ☒ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
	☒ Contractual Liability				\$100,000
					MED EXP (Any one person)
					\$5,000
					PERSONAL & ADV INJURY
					\$1,000,000
					GENERAL AGGREGATE
					\$2,000,000
					PRODUCTS - COMMOD AGG
					\$2,000,000
E	GEN'L AGGREGATE LIMIT APPLIES PER:	41CAB4928006	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident)
	POLICY ☒ PROJECT ☒ LOC				\$2,000,000
	ITOMOBILE LIABILITY				\$
	☒ ANY AUTO				BODILY INJURY (Per person)
	ALL OWNED AUTOS				\$
	SCHEDULED AUTOS				\$
	HIRED AUTOS				BODILY INJURY (Per household)
	☒ MCS-90 ENDT				\$
					PROPERTY DAMAGE (Per accident)
					\$
B	☒ UMBRELLA LIAB	UMC936341212	12/31/2011	12/31/2012	EACH OCCURRENCE
C	☒ EXCESS LIAB	EXC10002917700	12/31/2011	12/31/2012	AGGREGATE
					\$25,000,000
D	☒ RETENTION \$	EXC2100650	12/31/2011	12/31/2012	\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	41WC14927806	12/31/2011	12/31/2012	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				☒ YES ☐ NO
	If yes, describe under DESCRIPTION OF OPERATIONS below				E L EACH ACCIDENT
					\$1,000,000
					E L DISEASE - EA EMPLOYEE
					\$1,000,000
					E L DISEASE - POLICY LIMIT
					\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) For informational purposes only	
--	--

CERTIFICATE HOLDER CITY OF ROWLEWTT ATTN: PURCHASING AGENT PO BOX 99 ROWLEWTT, TX 75030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert L. Mackowski</i>
--	---

ACORD 25 (2010/05) 1 of 1
#S1458320/M1457514

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KR01

Insurance Requirement Affidavit

This Form to be Completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified proposer. If the below-identified proposer is awarded this contract by the City, I will be able, within ten (10) days after the proposer is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent _____

Print or Type Agent's Name _____

Name of Insurance Carrier

Address of Insurance Agency

City/State

Phone number where agent can be reached

Facsimile (Fax) number where agent can be reached

Proposer's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the
_____ day of _____, 2019.

Notary public in and for the State of _____

Note to Agent & Proposer:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc. If the ten-day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low proposer meeting specifications. If you have any questions concerning these requirements, please contact John Geiger with the City.

Appendix G: Certificate of Interested Parties Form 1295
(rest of this page left intentionally blank)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
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 Must file online at www.ethics.state.tx.us/File																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
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.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">4 Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
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)																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

Appendix H: Conflict of Interest Form CIQ
(Rest of this page left intentionally blank)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



705 Unity Drive
Leander, Texas 78641
469 667 2940
www.swsllc.us

The City of Tomball
David Esquivel, Assistant City Manager
401 Market Street
Tomball, Texas, 77375

David,

It has been a real pleasure serving with your excellent staff of professionals working to find the best solution for your environmental services going forward.

After narrowing the search to the final three firms, carefully scrutinizing their submittals and hearing their presentations, our recommendation follows.

Frontier Waste provides a great back-up alternative, but only after countering their proposed rate with a rate that matches, or is just a bit higher than the rate(s) proposed by WCA. They have trained manpower and management oversight needed to serve a town of this size. If the rate issue can be addressed to the City's satisfaction, Frontier would still need to open a fully-functioning hauling facility within a reasonable distance (less than 25 miles) from the City to ensure service responsiveness for all service lines.

SanTek's existing work in Texas is too marginal to demonstrate proficiency with servicing cities in this State - their success is in other parts of the southern United States. Their Cleveland hauling facility is too far from Tomball and service could suffer due to the inevitable truck breakdowns that will occur. During their presentation, they made it clear that they don't plan to open a second yard nearby. *They did not address this potential difficulty in neither their presentation nor their submittal.* Leaving out important sections in their proposal (no Operating Plan, no Transition Plan and little focus on the area of billing- even after the subject was stressed at the pre-bid meeting) demonstrated a lack of attention to detail.

When **WCA** produced senior corporate management officials to hear Tomball's issues firsthand, it became clear that they sincerely desire to correct deficiencies (specifically around the reoccurring billing issues). They appeared to understand that the Liquidated Damages portion of the new contract would be tough enough to get someone's attention if they get billed for an infraction. Additionally, the City made it clear that fines **will be levied** and WCA officials were not bothered by this. The age of the fleet will need to be addressed in the contract as some of the existing fleet may need replacement prior to start-up. Unlike any other respondent, the WCA submittal reflected a response to every RFP section. The personal presentation and the resulting Q&A removed any ambiguities from their proposal.

Based on what we have reviewed, and later witnessed in the verbal presentations, our formal recommendation is for the City to enter into the renegotiation of a **new service agreement with WCA**. A suggested blank contract has already been forwarded that matches with the RFP for your consideration.

WCA	Regular Rate	Extended	Sub Total for Option 1
Option 1	\$12.97	\$35,900.96	\$35,900.96
			Grand Total for Option 1
			\$41,567.15 (includes special collections and hand collect commercial)

Option 2	\$12.97	\$35,900.96	
			Sub Total for Option 2
			\$36,142.21 (includes cart rental estimates)
			Grand Total for Option 2
			\$41,808.40 (includes special collections and hand collect commercial)

Monthly Rental Rate for Poly Carts			
95 Gallon MSW Cart	\$1.25	\$172.50	
95 Gallon Recycling Cart	\$1.25	\$68.75	
Rate per cart if both are rented	\$2.35		
65 Gallon MSW Cart	\$1.25		
65 Gallon Recycling Cart	\$1.25		
Rate per cart if both are rented	\$2.35		

Option 3	\$13.33	\$36,897.44	Sub Total for Option 3
			\$37,069.94 (includes additional cart estimates)
			Grand Total for Option 3
			\$42,736.13 (includes special collections and hand collect commercial)

Additional MSW Cart	\$1.25	\$172.50	
Additional Recycling Cart	\$1.25		

Special Collection of Unusual Accumulations

Service Fee	\$25.00	\$250.00
Disposal Cost per yard	\$14.83	\$889.80

Disaster Management Rates

Rate per hour for Roll-Off Truck	\$400.00
Rate per hour for Grapple Truck	\$400.00
Rate per hour for Rear Load Truck	\$400.00
Disposal Cost per Ton	Gate Rate

WCA

Small Commercial with Cart

1 cart 1 x week	<u>\$20.57</u>	\$2,427.26
1 cart 2 x week	<u>\$23.74</u>	\$2,065.38
Additional cart 1 x week	<u>\$1.25</u>	\$8.75
Additional cart 2 x week	<u>\$1.25</u>	\$25.00
One Recycling Cart 1 x week	<u>\$7.22</u>	
Cart Replacement MSW	<u>\$ 70.00</u>	
Cart Replacement Recycle	<u>\$ 70.00</u>	

Front Load Container Rates

Size	Frequency	Rate	Extended
2 Yard	1	<u>\$62.00</u>	\$62.00
2 Yard	2	<u>\$0.00</u>	\$0.00
2 Yard	3	<u>\$0.00</u>	\$0.00
2 Yard	4	<u>\$0.00</u>	\$0.00
2 Yard	5	<u>\$0.00</u>	\$0.00
2 Yard	6	<u>\$0.00</u>	\$0.00
3 Yard	1	<u>\$75.00</u>	\$4,800.00
3 Yard	2	<u>\$119.00</u>	\$1,309.00
3 Yard	3	<u>\$180.00</u>	\$720.00
3 Yard	4	<u>\$225.00</u>	\$2,925.00
3 Yard	5	<u>\$281.00</u>	\$0.00
3 Yard	6	<u>\$337.00</u>	\$1,011.00
4 Yard	1	<u>\$81.00</u>	\$3,483.00
4 Yard	2	<u>\$129.00</u>	\$1,548.00
4 Yard	3	<u>\$193.00</u>	\$1,544.00
4 Yard	4	<u>\$242.00</u>	\$1,210.00
4 Yard	5	<u>\$302.00</u>	\$0.00
4 Yard	6	<u>\$363.00</u>	\$0.00

6 Yard	1	<u>\$105.00</u>	\$5,460.00
6 Yard	2	<u>\$165.00</u>	\$8,085.00
6 Yard	3	<u>\$249.00</u>	\$7,719.00
6 Yard	4	<u>\$311.00</u>	\$311.00
6 Yard	5	<u>\$389.00</u>	\$2,723.00
6 Yard	6	<u>\$465.00</u>	\$1,395.00

8 Yard	1	<u>\$112.00</u>	\$4,704.00
8 Yard	2	<u>\$203.00</u>	#####
8 Yard	3	<u>\$268.00</u>	\$1,340.00
8 Yard	4	<u>\$328.00</u>	\$2,624.00
8 Yard	5	<u>\$413.00</u>	\$3,304.00
8 Yard	6	<u>\$496.00</u>	\$4,464.00

10 Yard	1	<u>\$0.00</u>	\$0.00
10 Yard	2	<u>\$0.00</u>	\$0.00
10 Yard	3	<u>\$0.00</u>	\$0.00
10 Yard	4	<u>\$0.00</u>	\$0.00
10 Yard	5	<u>\$0.00</u>	\$0.00
10 Yard	6	<u>\$0.00</u>	\$0.00

Grand Total for FEL Commercial

\$76,169.00

Casters	<u>\$ 15.00</u>	per month per container
Locks	<u>\$ 10.00</u>	per month per container

WCA

Temporary Roll Pricing

Size	<u>Delivery</u>	<u>Daily Rental Rate</u>	<u>Hauling Rate</u>	<u>Disposal Rate/Ton</u>
20 Yard	<u>\$100.00</u>	<u>\$4.83</u>	<u>\$156.00</u>	<u>\$30.08</u>
30 Yard	<u>\$100.00</u>	<u>\$4.83</u>	<u>\$166.00</u>	<u>\$30.08</u>
40 Yard	<u>\$100.00</u>	<u>\$4.83</u>	<u>\$176.00</u>	<u>\$30.08</u>

Delivery	Monthly Rental	Hauling	Disposal	Extended
\$500.00	\$ 724.50	\$ 5,460.00	\$ 3,158.40	\$9,842.90
\$500.00	\$ 724.50	\$ 5,810.00	\$ 4,211.20	\$11,245.70
\$500.00	\$ 724.50	\$ 6,160.00	\$ 6,316.80	\$13,701.30

Grand Total for Roll Off Work

\$34,789.90

Permanent Roll Off Pricing

Size	<u>Delivery</u>	<u>Daily Rental Rate</u>	<u>Hauling Rate</u>	<u>Disposal Rate/Ton</u>
20 Yard	<u>\$100.00</u>	<u>\$0.00</u>	<u>\$156.00</u>	<u>\$30.08</u>
30 Yard	<u>\$100.00</u>	<u>\$0.00</u>	<u>\$166.00</u>	<u>\$30.08</u>
40 Yard	<u>\$100.00</u>	<u>\$0.00</u>	<u>\$176.00</u>	<u>\$30.08</u>

Self-Contained Compactor (Include Compactor Rental for Standard Installation)

Size	<u>Monthly Rental</u>	<u>Hauling Rate</u>	<u>Disposal Rate/ Ton</u>
15 Yard	<u>N/A</u>	<u>\$200.00</u>	<u>\$30.08</u>
20 Yard	<u>N/A</u>	<u>\$200.00</u>	<u>\$30.08</u>
25 Yard	<u>N/A</u>	<u>\$200.00</u>	<u>\$30.08</u>
30 Yard	<u>N/A</u>	<u>\$200.00</u>	<u>\$30.08</u>
35 Yard	<u>N/A</u>	<u>\$200.00</u>	<u>\$30.08</u>

No extension

Stationary Compactor Box (Do Not Include Cost of Compactor)

Size	<u>Monthly Rental</u>	<u>Hauling Rate</u>	<u>Disposal Rate/Ton</u>
40 Yard	<u>\$0.00</u>	<u>\$200.00</u>	<u>\$30.08</u>

No extension

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 6, 2019

Topic:

Approve Change Orders 3 & 4 for E&P Project Number 2017-10002 Critical Needs Improvements for the North and South Wastewater Treatment Plants to the Contract dated October 20, 2017, between the City of Tomball and JTR Constructors, Inc.

Background:

A contract between the City and JTR Constructors, Inc. was executed in October 2017 for completion of the critical needs improvements for both the North and South Wastewater Treatment Plants as determined by Freese and Nichols during the Critical Needs Assessment completed in 2016.

As the project has progressed it was determined that the lift station at the North treatment plant required additional repairs that were not seen during the original assessment. Change Orders 3 and 4 address the additional repairs, equipment and additional days needed to complete the needed improvements to the lift station.

The combined change orders increase the original contract by 198 days which would include not only the additional time required for the lift station but would also adjust the contract time for weather related delays and equipment delivery delays. Total addition of funds to the contract would be \$74,387.76 adjusting the final contract price to \$3,722,657.76.

Origination:

Public Works Department

Recommendation:

Staff recommends approving the change orders 3 & 4 to add \$74,387.76 to the contract with an additional 198 days.

Funding:

Yes

Account Number:400-614-6409

Party(ies) responsible for placing this item on agenda:

Meagan Mageo, Project Coordinator

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Change Order 3

Change Order 4

Document 00941

CHANGE ORDER / C.O. No. 3

PROJECT: Critical Needs Improvements for the North and South WWTPs

CONTRACT No.: _____ PROJECT No.: 2017-10002

TO: JTR Constructors, Inc.
Contractor and 18484 Clay Road, Houston, Texas 77084
Address for Written Notice _____

REFERENCE RFIs/RFPs: RFI-16, RFI-17, CMP-03, CMR-004

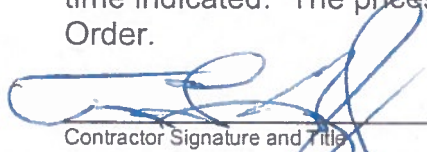
1.01 DESCRIPTION OF CHANGES

		CONTRACT CHANGE	
		AMOUNT	TIME
ITEM 1 SCOPE:	North WWTP Improvement – Repair ground water infiltration leaks by polyurethane injection on the north and east wall of the influent lift station wet well.	\$2,990.00	7 Days
JUSTIFICATION:	Repair of leaks in influent lift station wet well is required to stop ground water infiltration in to the wet well. Wet well wall required to be dry for the proper application conditions of the Carboline 4500-S solid epoxy coating.		
ITEM 2 SCOPE:	North WWTP improvement – Repair heavy pitting on lift station wet well wall from floor to 20 feet above floor with Carboline 510 Cementous filler material.	\$42,740.00	7 Days
JUSTIFICATION:	Work added to fill heavy pitting to a thickness of 2-inches prior to the application of the Carboline 4500-S Solid Epoxy Coating. Epoxy coating requires a smooth wall surface to insure proper adhesion of the Carboline 4500-S to the lift station wet well walls.		
ITEM 3 SCOPE:	North and South WWTP improvement Add Days.	\$0.00	100 Days
JUSTIFICATION:	Days added to contract for weather delay and for circumstances beyond contractor control.		
TOTALS:		\$45,730.00	114 Days

1.02 ACCEPTANCE BY CONTRACTOR

00941-1
05-12-2017

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

 PRESIDENT
Contractor Signature and Title

3/25/19
Date

1.03 ACCEPTANCE BY THE CITY

 3/25/19
Project Manager Intermediate Authority Date
MURALI ERAT (CFNI)

[Director – Required for COs to Council] Date

[Intermediate Authority, if needed] Date

[Mayor – Required for COs to Council] Date

[Intermediate Authority, if needed] Date
PROJECT MANAGER

~~City Engineer~~
PUBLIC WORKS DIRECTOR Date

END OF DOCUMENT

cc: Beth Jones, P.E., Public Works Director
Meagan Mageo, Project Coordinator
John Escamilla, Utilities Superintendent
Murali Erat, P.E., Design Consultant

2990

Document 00941

CHANGE ORDER / C.O. No. 4

PROJECT: Critical Needs Improvements for the North and South WWTPs

CONTRACT No.: _____ PROJECT No.: 2017-10002

TO: JTR Constructors, Inc.
18484 Clay Road, Houston, Texas 77084

REFERENCE RFIs/RFPs: RFI-1, PCO-08

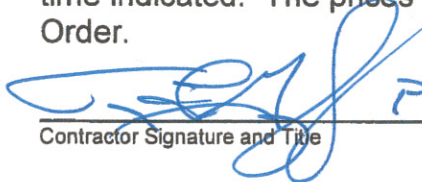
1.01 DESCRIPTION OF CHANGES

		CONTRACT CHANGE	
		AMOUNT	TIME
ITEM 1 SCOPE:	North WWTP improvement – Repair pitting in upper walls of lift station wet well wall from 20 feet above floor to Lift Station Top with Carboline Semstone Thixotrope D and recoat abraded area with Plasite 4500S.	\$12,948.02	7 Days
JUSTIFICATION:	Work added to fill pitted walls prior to the application of the reapplication Epoxy Coating. Epoxy coating requires a closed smooth wall to protect the underling surface. Pitting creates weak points where chemicals can penetrate and pop the coating off the wall. Pitted areas need to be filled and area needs to be sealed with 4500-S Solid Epoxy Coating.		
ITEM 2 SCOPE:	North WWTP improvement – Pump Bypass system.	\$15,709.74	0 Days
JUSTIFICATION:	Pump, plugs, fuel and maintenance labor, as required to keep Lift Station off line during the repair to the Lift Station upper walls.		
ITEM 3 SCOPE:	North and South WWTP improvement Add Days.	\$0.00	77 Days
JUSTIFICATION:	Days added to contract for weather delay and for circumstances beyond contractor control.		
TOTALS:		\$28,657.76	84 Days

1.02 ACCEPTANCE BY CONTRACTOR

00941-1
05-12-2017

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

 PRESIDENT
Contractor Signature and Title

5/1/19
Date

1.03 ACCEPTANCE BY THE CITY

 05/01/2019
Intermediate Authority Date

[Director – Required for COs to Council] Date

MURALI ERAT, FNI
[Intermediate Authority, if needed] Date

[Mayor – Required for COs to Council] Date

[Project Manager] Date

Public Works Director Date

END OF DOCUMENT

cc: Beth Jones, P.E., Public Works Director
Meagan Mageo, Project Coordinator
John Escamilla, Utilities Superintendent
Murali Erat, P.E., Design Consultant

2990

EXECUTIVE SUMMARY

C.O. No. 4 Contract No.: _____ Proj. No.: 2017-10002

A.	Original Contract Price	<u>\$4,368,250.00</u>	100.00%
B.	Previous Change Orders	<u>(\$674,250.00)</u>	-15.44%
C.	This Change Order	<u>\$28,657.76</u>	0.66%
D.	Contract Price	<u>\$3,722,657.76</u>	<u>85.22%</u>

Date of Commencement of the Work: Monday, October 2, 2017

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	<u>450 Days</u>	<u>Tuesday, December 25, 2018</u>
B.	Previous Change Orders	<u>52 Days</u>	<u>Friday, February 15, 2019</u>
C.	This Change Order	<u>84 Days</u>	
D.	Contract Time	<u>586 Days</u>	<u>Friday, May 10, 2019</u>

1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER</u> <u>No.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF</u> <u>ORIGINAL</u> <u>CONTRACT PRICE</u>
[1]	<u>-\$756,147.00</u>	<u>-17.31%</u>
[2]	<u>\$36,167.00</u>	<u>0.83%</u>
[3]	<u>\$45,730.00</u>	<u>1.0468%</u>
[4]	<u>\$28,657.76</u>	<u>0.6560%</u>
TOTALS	<u>\$3,722,657.76</u>	<u>84.221%</u>

END OF SUMMARY

INSTRUCTIONS

PURPOSE: Change Orders are used to affect Modifications to the Contract. Prior to final payment, previously approved Work Change Directives can be combined into a summary Change Order to reconcile project cost accounting. When signed and dated by Contractor and City Engineer, document becomes an approved Change Order.

APPLICATION: This form is applicable to agreed on Modifications to the Contract including, but not limited to the following:

- ☐ Additions or reductions (including deletions) of existing bid item quantities.
- ☐ Increases or decreases in construction Contract Time.
- ☐ Change in methods, material, etc., not covered by existing bid item quantities.
- ☐ New work not covered by existing bid item quantities.
- ☐ Price or schedule consideration for conditions not indicated by the Contract.

INSTRUCTIONS: Project Manager or Design Consultant prepares this form. The Executive Summary is for use by the City in analyzing the Change Order but is not a part of the Change Order. This form has two MS Excel tables imbedded in the MS Word document (Paragraphs 1.01 and 1.02 in the Executive Summary). Double click on any cell in these tables to make entries in spreadsheet mode. Click anywhere outside the spreadsheet to return to wordprocessing mode. Other tables in the Change Order and Executive Summary are MS Word tables, not imbedded Excel spreadsheets. Red colored text and numerals represent input fields. Black text and numerals are in cells with formulas or fixed text. Do not make entries in these cells. Following instructions correspond to blanks requiring input and paragraph numbers on form. Paragraph 1.02 of the Change Order form is completed by Contractor. All other items are completed by the City or Design Consultant. Paragraph 1.03 of the Change Order form is completed by administrative and approving authorities. Contractor shall provide all backup material to justify the costs of items enumerated in Paragraph 1.01 of the Change Order form.

CHANGE ORDER FORM:

1. Insert Change Order number and Contract number for the Project at the top of each page, following page one, if the Change Order must be longer than one page.
2. Insert Project name exactly as stated in the Agreement.
3. Insert Project number and other identifying numbers (e.g. CIP, Proj. No., AIP, File No.) for the Project.
4. Insert name of Contractor performing the Work and Contractor's address for notices. Address should be as shown in the Agreement unless changed by proper notice.
5. Insert applicable references to related RFIs and RFPs.
6. Paragraph 1.01: Insert brief descriptions of the changes, including reference to applicable Work Change Directives. Give justification to support change, cost of making change, and adjustment in Contract Time warranted by change. If more than one item is included, number each item. Extend the table to additional pages if necessary. Formulas are imbedded for totals but check the math when extending the table length.
7. Paragraph 1.02: Project Manager signs and dates and has other administrative authorities or representatives sign and date where indicated. Project Manager will substitute actual titles of these persons where red bracketed instructions are shown. Mayor's and Contracting Department Director's signature (and date) are only needed when the Change Order must go to City Council for funding prior to approval. City Engineer for Contracting Department (should be the same person designated in the Agreement) will only sign and date Paragraph 1.03 when funds are approved and in place for payment of additional work. City Engineer's signature and date signify approval of Change Order and is the only authorized approval authority of the City according to Document 00700 – General Conditions.
8. Insert appropriate list of "copy to" persons and file. Delete brackets and instructions. Change color of remaining text to black.

00941-4
05-12-2017

EXECUTIVE SUMMARY:

1. Paragraph 1.01: Insert (A) Original Contract Price, (B) cost of previous Change Orders and (C) cost of this Change Order in the price summary block. Other amounts and percentages in block are calculated by formula. Cost of this Change Order is calculated at the bottom of the table in Paragraph 1.01 of the Change Order form, when all items have been filled in BUT it does not automatically change the amount in Paragraph 1.01 C.
2. Paragraph 1.02: Insert Date of Commencement of Work (from Notice to Proceed), (A) original Contract Time, (B) additional days added from previous Change Orders and (C) days required for this Change Order in the time summary block. Other days and dates in block are calculated by formula. Days for this Change Order are calculated at the bottom of the table in Paragraph 1.01 of the Change Order form, when all items have been filled in BUT it does not automatically change the amount in Paragraph 1.02 C.
3. Paragraph 1.03 A: Project Manager will provide information from all previous Change Orders for this table (i.e. number, amount and percentage of Original Contract Price) so that it can be determined if Council Action is necessary. *NOTE: The conditions of Paragraph 7.1.2.3 of Document 00700 - General Conditions may make Council Action necessary even if funding is already available and even if the 5% contingency threshold has not yet been reached.*

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 6, 2019

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 - Consultation with City Attorney regarding Settlement Offer in Cause No. 2018-00921; City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn & Suites and CPIF Tomball, LLC., in the 234th District Court in and for Harris County, Texas

Background:

Origination:

City Manager

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1 st ☐ 2 nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 6, 2019

Topic:

Consideration and Possible Action regarding Settlement Offer in Cause No. 2018-00921; City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn & Suites and CPIF Tomball, LLC. in the 234th District Court in and for Harris County, Texas

Background:

Origination:

City Attorney

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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