

# AGENDA

## CITY OF HOUSTON ■ CITY COUNCIL COUNCIL AGENDA

**MAYOR**  
ANNISE D. PARKER

**CONTROLLER**  
RONALD C. GREEN

### DISTRICT COUNCIL MEMBERS

Brenda Stardig  
District A

Richard Nguyen  
District F

Jerry Davis  
District B

Oliver Pennington  
District G

Ellen R. Cohen  
District C

Edward Gonzalez  
District H

Dwight A. Boykins  
District D

Robert Gallegos  
District I

Dave Martin  
District E

Mike Laster  
District J

Larry V. Green  
District K

### AT-LARGE COUNCIL MEMBERS

Stephen C. Costello  
Position 1

Michael Kubosh  
Position 3

David W. Robinson  
Position 2

C.O. "Brad" Bradford  
Position 4

Jack Christie D.C.  
Position 5

Marta Crinejo  
Director - City Council Agenda

Anna Russell  
City Secretary

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 901 Bagby.

Copies of the agenda are available at no charge in the Office of the City Secretary in the City Hall Annex, Public Level. To receive the agenda by mail send check or money order for \$52.00 for a one year subscription, made payable to the City of Houston to the attention of the City Secretary, P.O. Box 1562, Houston, Texas 77251. The agenda may also be accessed via the internet at <http://www.houstontx.gov>.

To reserve time to appear before Council call 832-393-1100 or come to the Office of the City Secretary, City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda.

**NOTE: If a translator is required, please advise when reserving time to speak**

**AGENDA - COUNCIL MEETING Tuesday, October 21, 2014 - 1:30 PM**  
**CITY HALL CHAMBER**

**INVOCATION AND PLEDGE OF ALLEGIANCE - Council Member Gallegos**

**1:30 PM - ROLL CALL**

**ADOPT MINUTES OF PREVIOUS MEETING**

**ORDINANCES**

1. ORDINANCE providing for the assessment, levying and collection of Ad Valorem Taxes for the City of Houston, Texas for the Year 2014
2. MOTION to adopt the recommendation from the Director of the Finance Department in conformance with the requirements of Section 26.05(b) of the Texas Tax Code  
**This item should only be considered after passage of Item 1 above**

**PUBLIC SPEAKERS** - Pursuant to City Council Rule 8, City Council will hear from members of the public; the names and subject matters of persons who had requested to speak at the time of posting this Agenda are attached; the names and subject matters of persons who subsequently request to speak may be obtained in the City Secretary's Office.

**NOTE: If a translator is required, please advise when reserving time to speak**

**Speakers List 102114**

**RECESS**

**RECONVENE**

**Wednesday - October 22, 2014 - 9:00 A. M.**

DESCRIPTIONS OR CAPTIONS OF AGENDA ITEMS WILL BE READ BY THE  
CITY SECRETARY PRIOR TO COMMENCEMENT

**MAYOR'S REPORT**

Report from Office of Business Opportunity

**CONSENT AGENDA NUMBERS 3 through 36**

**MISCELLANEOUS - NUMBERS 3 and 4**

3. RECOMMENDATION from the Mayor's Office of Intergovernmental Relations for renewal of membership in the **TEXAS MUNICIPAL LEAGUE** - 1 Year - \$81,405.00 - General Fund
4. RECOMMENDATION from Director Planning & Development Department to approve amendments to the 2013 Major Thoroughfare and Freeway Plan (MFTP) and authorize publication of the 2014 MFTP in map form

**ACCEPT WORK - NUMBERS 5 through 7**

5. RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$1,286,819.61 and acceptance of work on contract with **TIKON GROUP, INC** for Montrose Safe Sidewalk Project - 23.21% under the original contract amount - **DISTRICT C - COHEN**
6. RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$2,388,835.40 and acceptance of work on contract with **TRAF-TEX, INC** for Citywide Traffic Signal Rebuild Package #2 – 3.49% under the original contract amount **DISTRICTS A - STARDIG; C - COHEN; D - BOYKINS; E - MARTIN; F - NGUYEN; H - GONZALEZ; I - GALLEGOS; J - LASTER and K - GREEN**
7. RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$654,285.58 and acceptance of work on contract with **CLEANSERVE, INC** for Sanitary Sewer Cleaning and Television Inspection In Support of Rehabilitation 0.62% over the original contract amount and

under the 5% contingency amount - (4277-49) - **DISTRICTS A - STARDIG; B - DAVIS; C - COHEN; D - BOYKINS; G - PENNINGTON; H - GONZALEZ; I - GALLEGOS; J - LASTER and K - GREEN**

#### **PURCHASING AND TABULATION OF BIDS - NUMBERS 8 through 14**

8. **GRAYBAR ELECTRIC COMPANY, INC** for Universal Circuit Breaker Test Set through the Master Intergovernmental Cooperative Purchasing Agreement with U. S. Communities for the Houston Airport System - \$76,564.52 - Enterprise Fund - **DISTRICTS B - DAVIS; E - MARTIN and I - GALLEGOS**
9. **FEDERAL RESOURCES SUPPLY CO.**, for Personal Radiation Monitors and Associated Equipment for Houston Fire Department - \$159,463.69 - Grant Fund
10. ORDINANCE appropriating \$6,268,248.00 out of Equipment Acquisition Consolidated Fund for purchase of Utility Vehicles and Full Size 4-Door Sedans for the Houston Police Department
11. **CALDWELL AUTOMOTIVE PARTNERS LLC, d/b/a CALDWELL COUNTRY CHEVROLET, LLC** - \$4,492,789.00 and **SILSBEE FORD, INC** - \$120,091.00, Houston-Galveston Area Council and the Texas Local Government Purchasing Cooperative (BuyBoard) for the Houston Police Department - Equipment Acquisition Consolidated Fund  
**This item should only be considered after passage of Item 10 above**
12. **GT DISTRIBUTORS, INC** for Night Vision Surveillance Equipment through the Interlocal Agreement for Cooperative Purchasing with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Houston Police Department - \$85,440.25 - Grant Fund
13. **DELL FINANCIAL SERVICES, LLC** for payment for Enterprise Agreement for Microsoft Software Licenses for the Fleet of City Desktops - \$4,302,829.05 - General and Other Funds
14. **EVOQUA WATER TECHNOLOGIES, LLC** for Chemical, Liquid Calcium Nitrate for Department of Public Works & Engineering - \$1,800,890.00 and **APPROVE** payment in the amount of \$300,000.00 for Emergency Purchase of Liquid Calcium Nitrate for Department of Public Works & Engineering - Enterprise Fund

#### **ORDINANCES - NUMBERS 15 through 36**

15. ORDINANCE approving and authorizing an Interlocal Agreement between the City and **HARRIS COUNTY DEPARTMENT OF EDUCATION** for CASE for Kids City Connections Program; providing a maximum contract amount - \$550,000.00 - General Fund
16. ORDINANCE appropriating \$986,790.00 out of Equipment Acquisition Consolidated Fund for the purchase of Bullet-Resistant Body Armor and accessories for the Houston Police Department
17. ORDINANCE approving and authorizing first amendment to Contract No. 4600009741 between the City of Houston and **MERIDIAN MANAGEMENT CORPORATION** to extend the contract term (Approved by Ordinance No. 2009-742); increase the maximum contract amount for Facilities Maintenance Services for the General Services Department - \$5,032,894.50 - Enterprise and Other Funds
18. ORDINANCE appropriating \$85,000.00 out of Parks Consolidated Construction Fund for contract between the City of Houston and **KOETTER FIRE PROTECTION OF HOUSTON, LLC** for Fire and Security Alarm System Maintenance, Inspections, Testing and Monitoring Services for Various Departments (Approved by Ordinance No. 2012-0691) - **DISTRICTS D - BOYKINS; F - NGUYEN and I - GALLEGOS**
19. ORDINANCE establishing the north and south sides of the 900 block of Byrne Street, between Julian and Michaux Streets, within the City of Houston as a special minimum lot size block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**
20. ORDINANCE establishing the west side of the 1600 block of Tabor Street, between Louise Street and Link Street, within the City of Houston as a special minimum building line block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**
21. ORDINANCE establishing the west side of the 1600 block of Tabor Street, between Louise Street and Link Street, within the City of Houston as a special minimum lot size block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**
22. ORDINANCE establishing the 1800-2000 blocks of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive, within the City of Houston as a special minimum building line block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT A - STARDIG**
23. ORDINANCE appropriating \$758,665.88 out of Water & Sewer System Consolidated Construction Fund; approving and authorizing an Advance Funding Agreement between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for Utility Relocations affected by the widening and reconstruction of US 290 from west of Pinemont to west of 34th Street - **DISTRICTS A - STARDIG and C - COHEN**

24. ORDINANCE approving and authorizing first amendment to Advance Funding Agreement between the City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for the construction of the Houston TranStar Center (Approved by Ordinance No. 1994-0741) (CSJ 0912-71-428)
25. ORDINANCE approving and authorizing first amendment to Advance Funding Agreement between the City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for the construction of the Houston TranStar Center (Approved by Ordinance No. 1994-0741) (CSJ 0912-71-365)
26. ORDINANCE appropriating \$1,000,000.00 out of Water & Sewer System Consolidated Construction Fund and \$500,000.00 out of Street & Traffic Control & Storm Drainage DDSRF for Fiscal Year 2015 funding for the Developer Participation Contracts (Approved by Ordinance No. 2008-0307, as amended)
27. ORDINANCE appropriating \$67,700.00 out of Street & Traffic Control and Storm Drainage DDSRF as an additional appropriation; approving and authorizing first amendment to Professional Engineering Services Contract between the City of Houston and **SCIENTECH ENGINEERS, INC** for Neighborhood Street Reconstruction Project 464 (Approved by Ordinance No. 2011-0563); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Street & Traffic Control And Storm Drainage DDSRF - **DISTRICT A - STARDIG**
28. ORDINANCE consenting to the addition of 19.842 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 480**, for inclusion in its district
29. ORDINANCE consenting to the addition of 96.587 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 531**, for inclusion in its district
30. ORDINANCE consenting to the addition of 11.314 acres of land to **NORTHWEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 15**, for inclusion in its district
31. ORDINANCE consenting to the addition of 9.99 acres of land to **WEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**, for inclusion in its district
32. ORDINANCE appropriating \$2,340,000.00 out of Street & Traffic Control and Storm Drainage DDSRF; awarding contract to **REYTEC CONSTRUCTION RESOURCES, INC** for FY2015 Local Drainage Project Construction Work Orders #1; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the city; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering, testing, CIP Cost Recovery, and contingencies relating to construction of facilities financed by the Street & Traffic Control and Storm Drainage DDSRF
33. ORDINANCE No. 2014-0909, passed first reading October 8, 2014  
ORDINANCE granting to **FCC ENVIRONMENTAL SERVICES, LLC, A Delaware Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions  
**THIRD AND FINAL READING**
34. ORDINANCE No. 2014-0910, passed first reading October 8, 2014  
ORDINANCE granting to **BIG R TRUCKING, LLC, A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions  
**THIRD AND FINAL READING**
35. ORDINANCE No. 2014-0911, passed first reading October 8, 2014  
ORDINANCE granting to **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC, A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions  
**THIRD AND FINAL READING**
36. ORDINANCE No. 2014-0912, passed first reading October 8, 2014  
ORDINANCE granting to **ANDERSON POLLUTION CONTROL, INC, A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions  
**THIRD AND FINAL READING**

**END OF CONSENT AGENDA**

**CONSIDERATION OF MATTERS REMOVED FROM CONSENT AGENDA**

**NON CONSENT AGENDA - NUMBER 37**

**NON-CONSENT - MISCELLANEOUS**

37. MOTION to set a date not less than seven days from October 22, 2014, to receive nominations for appointments to Position 4, 6, 7, 8 & 9 of the **BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE (ST. GEORGE PLACE), CITY OF HOUSTON, TEXAS**, for the remainder of the designated two year term

**MATTERS HELD - NUMBERS 38 through 40**

38. ORDINANCE appropriating \$2,500,000.00 out of Water & Sewer System Consolidated Construction Fund for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department  
**TAGGED BY COUNCIL MEMBER GREEN**  
This was Item 8 on Agenda of October 15, 2014
39. MOTION by Council Member Gonzalez/Seconded by Council Member Costello to adopt recommendation from Director of the Finance Department to award to **BRH-GARVER CONSTRUCTION, L.P.** for Emergency Sanitary Sewer Line Repairs for Department of Public Works & Engineering - Funding provided in Item 38 above  
**This item should only be considered after passage of Item 38 above**  
**TAGGED BY COUNCIL MEMBER GREEN**  
This was Item 9 on Agenda of October 15, 2014
40. ORDINANCE appropriating \$5,500,000.00 out of Water & Sewer System Consolidated Construction Fund as the third additional appropriation to a Professional Engineering Services Contract between the City of Houston and **CAROLLO ENGINEERS, INC** for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant (Approved by Ordinance No. 2012-0121); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT E - MARTIN**  
**TAGGED BY COUNCIL MEMBER GREEN**  
This was Item 24 on Agenda of October 15, 2014

**MATTERS TO BE PRESENTED BY COUNCIL MEMBERS - Council Member Christie first**

**ALL ORDINANCES ARE TO BE CONSIDERED ON AN EMERGENCY BASIS AND TO BE PASSED ON ONE READING UNLESS OTHERWISE NOTED, ARTICLE VII, SECTION 7, CITY CHARTER**

- NOTE** - WHENEVER ANY AGENDA ITEM, WHETHER OR NOT ON THE CONSENT AGENDA, IS NOT READY FOR COUNCIL ACTION AT THE TIME IT IS REACHED ON THE AGENDA, THAT ITEM SHALL BE PLACED AT THE END OF THE AGENDA FOR ACTION BY COUNCIL WHEN ALL OTHER AGENDA ITEMS HAVE BEEN CONSIDERED.

CITY COUNCIL RESERVES THE RIGHT TO TAKE UP AGENDA ITEMS OUT OF THE ORDER IN WHICH THEY ARE POSITIONED IN THIS AGENDA. ALSO, AN ITEM THAT HAS BEEN TAGGED UNDER CITY COUNCIL RULE (HOUSTON CITY CODE 2-2) OR DELAYED TO ANOTHER DAY MAY BE NEVERTHELESS CONSIDERED LATER AT THE SAME CITY COUNCIL MEETING.

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

Ordinance - Tax Rate

Agenda Item#: 1.

**Summary:**

ORDINANCE providing for the assessment, levying and collection of Ad Valorem Taxes for the City of Houston, Texas for the Year 2014

**Background:**

Item Example

**Prior Council Action:**

Item Example

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

Motion - Tax Rate

Agenda Item#: 2.

**Summary:**

MOTION to adopt the recommendation from the Director of the Finance Department in conformance with the requirements of Section 26.05(b) of the Texas Tax Code

**This item should only be considered after passage of Item 1 above**

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

Item Creation Date: 10/17/2014

Speakers List 102114

Agenda Item#:

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

Miscellaneous Numbers

Agenda Item#:

**Summary:**

MISCELLANEOUS - NUMBERS 3 and 4

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

MYR-Annual Membership Renewal Texas Municipal League

Agenda Item#: 3.

**Summary:**

RECOMMENDATION from the Mayor's Office of Intergovernmental Relations for renewal of membership in the **TEXAS MUNICIPAL LEAGUE** - 1 Year - \$81,405.00 - General Fund

**Background:**

**SUBJECT:**

Annual Membership Renewal in the Texas Municipal League

**RECOMMENDATION: (Summary)**

Renewal of membership in the Texas Municipal League

**SPECIFIC EXPLANATION:**

The Texas Municipal League (TML) has a membership of 1,140 cities and exists solely to provide services to Texas cities. TML is an effective grassroots organization for Texas municipalities, both large and small, with regard to advocating positions on pending legislation to members of both the Texas Legislature and Congress. The organization employs full-time attorneys who are available to provide advice and information on municipal legal matters. TML sponsors conferences and educational events and publishes informational materials to keep members apprised of current issues affecting municipal government.

During the last legislative session, TML continued its role as spokesman for cities. Over 6,000 bills were filed with over 1,500 of those directly impacting cities in Texas. TML reads and analyzes each bill and meets with the cities each week during session to coordinate testimony and strategize with a focus on defeating legislation that would erode municipal authority and local control or that would otherwise be detrimental to cities.

During the interim, TML has been monitoring and advising cities on all interim committees and issues.

In the upcoming session, TML will advocate for cities on a wide range of issues, including transportation, water, economic development, and job creation.

City staff members serve on various policy committees including Transportation and Rights-of-Way, Regulation of Development, Revenue and Finance, and the General Government Committee. The City also has Council representation on the Executive Board of Directors.

TML hosted its annual conference in Houston this fall at the George R. Brown Convention Center. Attendance was estimated at more than 4,000 with an approximate \$4 million positive impact on our local economy.

Membership dues reflect an increase of \$1,130 over last year and are based on population. Membership renewal with the Texas Municipal League is recommended.

**Amount of Funding:**

\$81,405.00

**Source of Funding:**

General Fund

**Contact Information:**

Kippy Caraway

Phone: (832) 393-0977

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA	Signed Cover sheet
<input type="checkbox"/> Backup	Backup Material



**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District C, District D, District G, District H, District K

PLN-2014 Major Thoroughfare and Freeway Plan

Agenda Item#: 4.

**Summary:**

RECOMMENDATION from Director Planning & Development Department to approve amendments to the 2013 Major Thoroughfare and Freeway Plan (MTFP) and authorize publication of the 2014 MTFP in map form

**Background:**

\*\*\*\*\*NOTE - THIS ITEM HAS BEEN PULLED FROM THIS WEEK'S AGENDA AND WILL NOT BE CONSIDERED ON OCTOBER 22ND, 2014.

Chapter 33-25 of the Code of Ordinances requires that each year, the Planning Commission prepare and submit to the City Council a Major Thoroughfare and Freeway Plan (MTFP). The MTFP identifies corridor alignments and sets right-of-way requirements for major roadways in the City and extraterritorial jurisdiction (ETJ). The Commission may consider amendments to any portion of the MTFP for deleting, realigning or reclassifying streets designated on the plan or adding one or more streets to the plan. An amendment approved by the Commission is not effective until approved by City Council.

Two types of applicants for MTFP amendments were considered by the Commission and are identified by:  
Government - amendments requested by governmental agencies, including the City of Houston; and  
Private Sector - amendments requested by the private sector among which included individuals, civic associations, and developers.

This year, applications were accepted from February 1 through March 14, 2014. Notification letters were mailed to the affected property owners informing them of an Open House on July 8, 2014 at the United Way of Greater Houston and the Planning Commission's public hearing meeting on July 31, 2014.

On September 4, 2014, the Planning Commission recommended that City Council approve amendments to the 2013 MTFP. Attachment number 1 provides a description of the recommended amendments. Attachments number 2, 3 and 4 depict the general locations of each recommended change.

City Council approval will authorize publication of the 2014 MTFP in map form.

**Prior Council Action:**

12/11/2013; Motion 2013-0783

**Amount of Funding:**

N/A

**Contact Information:**

Michael Kramer  
713-837-7781

**ATTACHMENTS:**

Description	Type
☐ RCA	Signed Cover sheet

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District C

20HA329-AW Tikon Group, Inc.

Agenda Item#: 5.

**Summary:**

RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$1,286,819.61 and acceptance of work on contract with **TIKON GROUP, INC** for Montrose Safe Sidewalk Project - 23.21% under the original contract amount - **DISTRICT C - COHEN**

**Background:**

**PROJECT NOTICE/JUSTIFICATION:** This project was constructed by the City of Houston under Safe Sidewalk Program. This was a Congestion Mitigation and Air Quality Improvement Program project with 80% federal funds and 20% local match from the City of Houston.

**DESCRIPTION/SCOPE:** The project is located in Key Map Grids 493 W and 492 Z.

**CONTRACT COMPLETION and COST:** The Contractor, **TIKON GROUP, INC.**, has completed the work under the subject Contract. The project was completed beyond the established completion date and liquidated damages in the amount of \$6,400.00 for 8 days at \$800.00/day were assessed and reflected in the final payment to the Contractor. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order No. 1 is \$1,286,819.61 a decrease of \$388,934.89 or 23.21% under the original Contract Amount.

The decreased cost is a result of the difference between planned and measured quantities. This decrease is primarily the result of an underrun in Base Unit Price No. 24 - 4 1/2 -inch Concrete Sidewalks including landings, complete in place, Base Unit Price Item No. 26 - Checker Plate for Tree Sensitive Area (Complete in Place, including all Material and Hardware), and Extra Unit Price items, which were not necessary to complete the project.

**DBE PARTICIPATION:** The DBE goal established for this project was 8%. According to Mayor's Office of Business Opportunity, the participation was 67.33%. Contractor's DBE performance evaluation was rated Outstanding.

**Prior Council Action:**

Ord. # 2013-0332 dated: 04/17/2013

**Amount of Funding:**

No additional funding required.

Total (original) appropriation of \$1,942,000.00 with \$1,340,603.60 from Federal State Local - Pass Through Fund No. 5030 and \$601,396.40 from METRO Projects Construction DDSRF Fund No. 4040.

**Contact Information:**

Joseph T. Myers, P.E.

Sr. Assistant Director

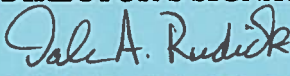

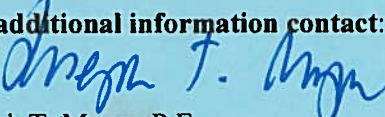
**Phone:** (832) 395-2355

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc.	Backup Material
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc. MAP	Backup Material
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc. PRIOR COUNCIL ACTION	Backup Material
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc. OBO	Backup Material
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc. AFFIDAVIT of OWNERSHIP	Backup Material
<input type="checkbox"/> 20HA329-AW Tikon Group, Inc. DELINQUENT TAX FORM	Backup Material

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Accept Work for Montrose Safe Sidewalk Project; WBS No. N-00610A-0111-4.	<b>Page</b> 1 of 1	<b>Agenda Item</b> #
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
<b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E., Director	<b>Council District affected:</b>  C 	
<b>For additional information contact:</b>  10/2/14 Joseph T. Myers, P.E. Sr. Assistant Director <b>Phone:</b> (832) 395-2355	<b>Date and identification of prior authorizing Council action:</b>  Ord. # 2013-0332 dated: 04/17/2013	

**RECOMMENDATION:** (Summary) Pass a motion to approve the final Contract Amount of \$1,286,819.61 or 23.21% under the original Contract Amount, accept work and authorize final payment.

**Amount and Source of Funding:** No additional funding required.  
Total (original) appropriation of \$1,942,000.00 with \$1,340,603.60 from Federal State Local – Pass Through Fund No. 5030 and \$601,396.40 from METRO Projects Construction DDSRF Fund No. 4040.

**PROJECT NOTICE/JUSTIFICATION:** This project was constructed by the City of Houston under Safe Sidewalk Program. This was a Congestion Mitigation and Air Quality Improvement Program project with 80% federal funds and 20% local match from the City of Houston.

**DESCRIPTION/SCOPE:** This project provided for the construction of approximately 19,326 linear feet of sidewalks along Type A street. Street that intersect transit corridor and/or transit station platforms were considered Type A. DAB Engineering and Testing, Inc. designed the project with 244 calendar days allowed for construction. The project was awarded to Tikon Group, Inc. with an original Contract Amount of \$1,675,754.50.

**LOCATION:** The project is located in Key Map Grids 493W and 492Z.

**CONTRACT COMPLETION AND COST:** The Contractor, Tikon Group, Inc., has completed the work under the subject Contract. The project was completed beyond the established completion date and liquidated damages in the amount of \$6,400.00 for 8 days at \$800.00/day were assessed and reflected in the final payment to the Contractor. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order No. 1 is \$1,286,819.61 a decrease of \$388,934.89 or 23.21% under the original Contract Amount.

The decreased cost is a result of the difference between planned and measured quantities. This decrease is primarily the result of an underrun in Base Unit Price Item No. 24 – 4 ½ -inch Concrete Sidewalks including landings, complete in place, Base Unit Price Item No. 26 – Checker Plate for Tree Sensitive Area (Complete in Place, including all Material and Hardware), and Extra Unit Price Items, which were not necessary to complete the project.


**DBE PARTICIPATION:** The DBE goal established for this project was 8%. According to Mayor's Office of Business Opportunity, the participation was 67.33%. Contractor's DBE performance evaluation was rated Outstanding.

  
DAR:DRM:JTM:JAK:SW:ha

H:\E&C Construction\South Sector\PROJECT FOLDER\N-00610A-0111-4 (Montrose Area Safe Sidewalk Project)\21.0 Close-Out Documentation\21.3 RCA\RCA\RCA - Closeout doc

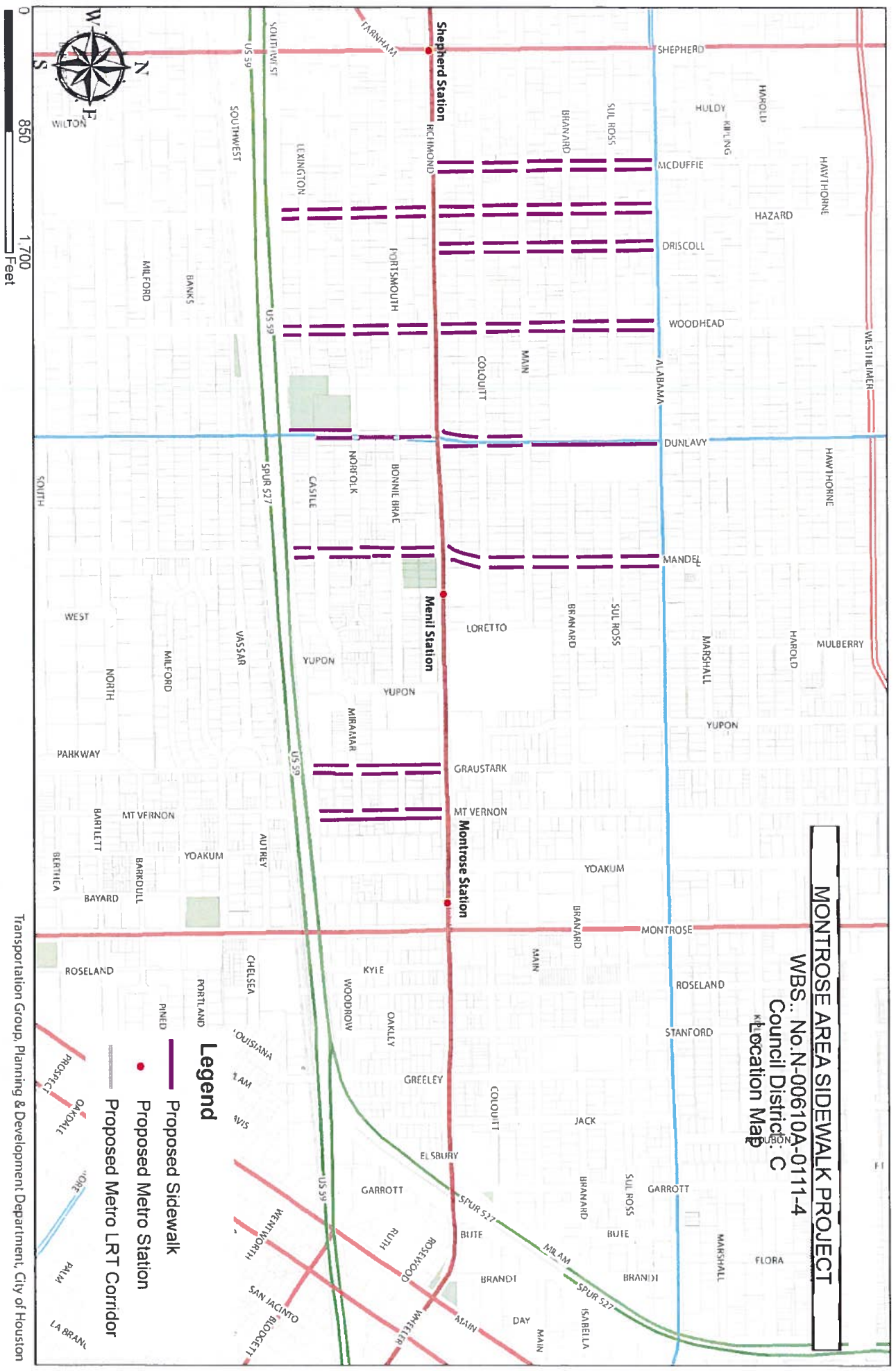
REQUIRED AUTHORIZATION

20HA329

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division
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# MONTROSE AREA SIDEWALK PROJECT

WBS.: No.N-00610A-0111-4  
 Council District: C  
 Location Map




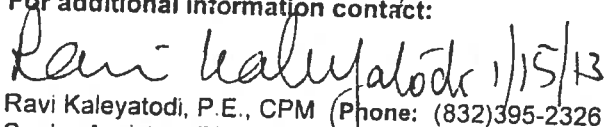
Transportation Group, Planning & Development Department, City of Houston

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Contract Award for Montrose Safe Sidewalk Project  
 WBS No. N-C0610A-0111-4 Page 1 of 2 Agenda Item #

<b>From: (Department or Other Point of Origin)</b>	<b>Origination Date</b>	<b>Agenda Date</b>
Department of Public Works and Engineering		

<b>Director's Signature:</b>  Daniel W. Krueger, P.E.	<b>Council District affected:</b> C <span style="float: right;">R</span>
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<b>For additional information contact:</b>  Ravi Kaleyatodi, P.E., CPM (Phone: (832)395-2326) Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION:**  
 Reject first and second low bids and return bidder's bid bonds. Award the Construction Contract and appropriate funds to the third low bidder.

**Amount and Source of Funding:** \$1,340,603.60 Fund 5030 Federal State Local – Pass Through  
 \$ 601,396.40 Fund 4040 METRO Projects Construction DDSRF *U.P. 2/12/12*  
 \$1,942,000.00 Total Cost

**PROJECT NOTICE/JUSTIFICATION:** This project will be constructed by the City of Houston under the Safe Sidewalk Program. This is a Congestion Mitigation and Air Quality Improvement Program project with 80% federal funds and 20% local match from the City of Houston.

**DESCRIPTION/SCOPE:** This project provides for the construction of approximately 19,326 linear feet of sidewalks along Type A streets. Streets that intersect transit corridors and/or transit station platforms are considered Type A. The Contract duration for this project is 244 calendar days. This project was designed by DAB Engineering and Testing, Inc.

**LOCATION:** The project is located in various Key Map Grids.

**BIDS:** Bids were received on September 6, 2012. The five (5) bids are as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. M.E. Reeves Contracting, Inc.	\$1,375,742.45 (rejected)
2. W.A. Robbins Construction Co., Inc.	\$1,595,230.57 (rejected)
3. Tikon Group, Inc.	\$1,675,754.50
4. Metro City Construction, L.P.	\$1,698,819.45
5. CAAN Construction Services, Inc.	\$1,772,913.75

LTS No. 4199 **REQUIRED AUTHORIZATION** CUIC ID #20SIK55

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division
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Date:	SUBJECT: Contract Award for Montrose Safe Sidewalk Project. WBS No. N-00610A-0111-4	Originator's Initials SK	Page 2 of 2
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**AWARD:** In accordance with Ordinance 2003-1313, all companies desiring to bid on Public Works and Engineering Street and Bridge Construction and improvement projects are required to possess a valid TxDOT Prequalification Approval Letter. It was determined that M.E. Reeves Contracting Inc. and W.A. Robbins Construction Co. Inc did not have valid TxDOT Prequalification Approval letters at the time of bid opening. Therefore, it is recommended that this construction contract be awarded to the third low bidder, Tikon Group, Inc. with a low bid of \$1,675,754.50 and that Addendum 1 be made a part of this contract.

**PROJECT COST:** The total cost of this project is \$1,942,000.00 to be appropriated as follows:

• Bid Amount	\$1,675,754.50
• Contingencies	\$ 83,787.72
• Engineering and Testing Services	\$ 65,000.00
• CIP Cost Recovery	\$ 117,457.78

Engineering and Testing Services will be provided by Kenall, Inc. under a previously approved contract.

**HIRE HOUSTON FIRST:** Hire Houston First does not apply to this expenditure, because it involves the use of federal funds and is subject to specific procurement rules of the federal government. However, Tikon Group, Inc. is registered under Hire Houston First as a Houston/Local firm.

**PAY OR PLAY PROGRAM:** The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor has elected to pay into the Contractor Responsibility Fund in compliance with City policy.

**DBE PARTICIPATION:** The low bidder has submitted the following proposed program to satisfy the 8% DBE goal for this project.

<u>DBE - Name of Firm</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. AJM Construction Company	Concrete Construction	\$104,060.36	6.20%
2. P. A. Bernos Trucking	Dump Truck Hauling Services	\$ 30,000.00	1.80%
	<b>TOTAL</b>	<b>\$ 134,060.36</b>	<b>8.00%</b>

All known right-of-way, easements and/or right-of-entry required for the project have been acquired.

*[Signature]*  
 DWK:DRM:RK:MS:SK:as  
 H:\design\A-NP-DIV\Sidewalks\N-00610A-0111-4\1 0 Design Contract\1 2 RCA\Construction RCA.doc

ec: File No. N-00610A-0111-4 (1.2 RCA)

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- 1 (✓) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

2 (✓) Other - Grant Funds Available

Date: 4-12, 2013

*Ronald C. Shaw*  
City Controller of the City of Houston, Texas

① 4040-2000-520126-520141-522730

City Controller of the City of Houston, Texas

② 5030-2000-520126

\*601,396.40 PROJ# 42-4692, 42-4693

FUND REF:

AMOUNT: 1,340,603.60

ENCUMB. NO.: 3-204532909

OA 46-12014

± 1,942,000.00

46-4680  
FMBB 3-13867

City of Houston, Texas Ordinance No. 2013-332

AN ORDINANCE APPROPRIATING THE SUM OF \$601,396.40 OUT OF THE METRO PROJECTS CONSTRUCTION DDSRF, AWARDING A CONTRACT TO TIKON GROUP, INC. FOR MONTROSE SAFE SIDEWALK PROJECT; SETTING A DEADLINE FOR THE BIDDER'S EXECUTION OF THE CONTRACT AND DELIVERY OF ALL BONDS, INSURANCE, AND OTHER REQUIRED CONTRACT DOCUMENTS TO THE CITY; HOLDING THE BIDDER IN DEFAULT IF IT FAILS TO MEET THE DEADLINES; PROVIDING FUNDING FOR ENGINEERING AND TESTING SERVICES, CIP COST RECOVERY, AND CONTINGENCIES RELATING TO CONSTRUCTION OF FACILITIES FINANCED BY THE METRO PROJECTS CONSTRUCTION DDSRF; CONTAINING PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

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

Section 1. The City Council appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: The sum of \$1,759,542.22 is appropriated for construction of the project described in the title, the sum of \$117,457.78 is appropriated for CIP Cost Recovery relating to construction of facilities financed by the funds described in such title, the sum of \$65,000.00 is appropriated for Engineering and Testing Services under Outline Agreement No. 4600009680. In the event there are unspent funds remaining in the Construction Appropriation after construction and closeout of the project, such unspent funds are appropriated for CIP Cost Recovery relating to construction of facilities financed by the fund described in the title.

Section 2. Having duly advertised for and received competitive bids for the work described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible bid was submitted by the bidder named in the title hereof in the amount of \$1,675,754.50. The Contract for said work is hereby awarded to said bidder. The bidder must execute the contract and deliver to the City's Director of the Department of Public Works and Engineering (Director) all required bonds, insurance certificates, MWBE information, and all other contract documents required to be provided in post bid procedures in a form acceptable to the City Attorney within 10 days of the date of passage of this Ordinance by City Council. If the bidder does so, the Mayor is hereby authorized to execute the contract.

Section 3. If bidder fails to comply by the above deadline, it shall be in default. The Director shall give the bidder notice of default. The Director shall give the bidder notice of default and recommend award of the contract to the next lowest bidder. The City Attorney is authorized to forfeit the bid bond of the bidder. The City Council hereby approves and authorizes the construction contract described in the title of this ordinance, in form prepared by the Department of Public Works and Engineering and on file in that Department. Any addenda or modifications to such contract issued by that Department shall be included in the contract. Any alternate bid items recommended for acceptance by that Department shall be included in the contract. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston, Texas. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 4. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking referenced in the title of this ordinance, in the event of changed circumstances.

Section 5. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 17th day of April, 2013

APPROVED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is APR 23 2013

*Carla Russell*  
City Secretary

Requested by Daniel W. Krueger P.E., Director  
Dept. of Public Works and Engineering

(Contact: Sam Kanu, P.E.)  
(Phone: (832) 395-2213)

This Ordinance and/or Contract has (have) been reviewed as to form by the undersigned legal assistant and has (have) been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

4-5-13  
Date

*Alena B. Bush*  
Legal Assistant

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: APR 23 2013

CERTIFICATE OF CITY CONTROLLER

I, Ronald C. Green, Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, Texas, with respect to the sum of \$601,396.40 required for the project referenced in the title of this ordinance, do hereby certify as follows:

1. METRO Projects Construction Fund:

The sum of \$601,396.40 will be received into the treasury and will be available before the maturity of said obligation, and the funds anticipated have not been already appropriated for any other purpose. The sum of \$601,396.40 will be received as a contribution to the City of Houston, Texas pursuant to a contract with Metropolitan Transit Authority of Harris County, Texas.



City Controller



AYE	NO	
	<b>ABSENT</b>	<b>MAYOR PARKER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		BROWN
✓		DAVIS
✓		COHEN
✓		ADAMS
✓		MARTIN
✓		HOANG
✓		PENNINGTON
✓		<b>MAYOR PRO TEM PRESIDING</b> GONZALEZ
✓		RODRIGUEZ
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		BURKS
✓		NORIEGA
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

# Request for Council Action Routing Form

(RCA) SUBJECT: Contract Award for Montrose Safe Sidewalk Project.  
WBS No. N-00610A-0111-4

(RCA) RECOMMENDATION: Reject first and second low bids and return bidder's bid bonds. Award the Construction Contract and appropriate funds to the third low bidder.

COUNCIL AGENDA DATE: \_\_\_\_\_, 2013

(Circle One)  
Motion  
Resolution  
Ordinance

CUIC ID# 20SIK55  
Originator/Prime Author:  
Sam Kanu, P.E.  
*SK*  
Phone # (832)395-2213

*M.P.*

*PJ*

Routing Order: (Originator/Prime Author specified by Name)	Date/Time Received	Date/Time Transmitted	Comments
Managing Engineer, PW&E Mohammad Sabzevari, P.E. (832)395-2287	<i>M.S.</i> 12-27-12		
Senior Assistant Director, PW&E Ravi Kaleyatodi, P.E., CPM (832)395-2326	1-4-13	1-7-13	<i>Ry</i>
Fiscal Management & Budget Mai Pham (832) 395-2615	<i>M.P.</i> 2/12/13	2/12/13	
Deputy Director, PW&E Daniel R. Menendez, P.E. (832)395-2201	<del>2/15/13</del>	<del>2/15/13</del> 2/18/13	
Agenda Coordinator Ruth Gonzales (832) 395-2458	<i>M</i> 4-3-13	4-4-13 <del>4-3-13</del>	<i>return to P&amp;E correct only. OK</i>
Chief of Staff, PW&E Howard Hilliard (832)395-2518	<i>HWH</i> 4.4.13	4.4.13	
Director, PW&E Daniel W. Krueger, P.E. (832) 395-2500	<i>DWK</i>	4/4/13	<i>B+C/R7 4-5-13</i>
Finance Department			
Agenda Director Marta Crinejo (832) 393-1091			
City Secretary's Office (832) 393-1100			

Document 00941  
CHANGE ORDER No. 1

PROJECT: Montrose Safe Sidewalk Project

CONTRACT No.: 4600012014 PROJECT No.: N-00610A-0111-4 (N-00610A-0111)

TO: Tikon Group, Inc.  
5619 Plum Point Court  
Contractor and Sugar Land, TX 77479  
Address for Written Notice

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE	
Amount	Time
\$562.50	0 Days

**ITEM 1 SCOPE:** Install a drainage system at 4414 Hazard Street with catch basin and grate. (RFI No. 1 and RFP No. 1)

**JUSTIFICATION:** A drainage system is needed to provide for drainage under the newly installed 6' sidewalk in accordance to the design drawings along Hazard Street from Sta. 6+00 to 6+32 (Sheet No. 22 of 130). The roof drains at 4414 Hazard outfall on the backside of the sidewalk. The sidewalk is higher than natural ground due to surrounding trees. This causes water to be trapped behind the sidewalk. Payment for the drainage system will be paid with existing unit pay items.

Unit Item	Unit Item Description	Unit	Add/Deduct Qty	Unit Price	Add/Deduct Amount
42	9" x 9" Catch Basin with Grate	EA	3.00	\$187.50	\$562.50

**TOTALS:** \$562.50 0 Days

00941-1

Print Date: 04/24/2014

12555

PROJECT No.: N-00610A-0111-4 (N-00610A-0111)

CHANGE ORDER No. 1

1.02 ACCEPTANCE BY CONTRACTOR

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.

[Signature] President 5/19/14  
Contractor Signature and Title Date

1.03 ACCEPTANCE BY THE CITY

[Signature] 5/20/14  
Project Manager Date

[Signature] 5/20/14  
Deputy Director Date

[Signature] 6/11/14  
Chief Engineer Date

[Signature] 6/19/14  
City Engineer Date

[Signature] 6/19/14  
Assistant Director Date

[Signature]  
Mayor - City of Houston Date

cc:  
File No. (N-00610A-0111)

EXECUTIVE SUMMARY

1.01 CONTRACT PRICE SUMMARY	<u>DOLLAR AMOUNT</u>	<u>PERCENT</u>
A. Original Contract Price	\$1,675,754.50	100.00%
B. Previous Change Orders	\$0.00	0.00%
C. This Change Order	\$562.50	0.03%
D. Contract Price	\$1,676,317.00	100.03%

1.02 CONTRACT TIME SUMMARY	<u>DURATION</u>	<u>COMPLETION DATE</u>
A. Original Contract Time	244 Days	Wednesday, March 12, 2014
B. Previous Change Orders	0 Days	Wednesday, March 12, 2014
C. This Change Order	0 Days	Wednesday, March 12, 2014
D. Contract Time	244 Days	Wednesday, March 12, 2014

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 No.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF ORIGINAL CONTRACT PRICE</u>
1	\$562.50	0.03%
<b>TOTALS</b>	<b>\$562.50</b>	<b>0.03%</b>

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District A, District C, District D, District E, District F, District H, District I, District J, District K

20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2

Agenda Item#: 6.

**Summary:**

RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$2,388,835.40 and acceptance of work on contract with **TRAF-TEX, INC** for Citywide Traffic Signal Rebuild Package #2 – 3.49% under the original contract amount **DISTRICTS A - STARDIG; C - COHEN; D - BOYKINS; E - MARTIN; F - NGUYEN; H - GONZALEZ; I - GALLEGOS; J - LASTER and K - GREEN**

**Background:**

**PROJECT NOTICE/JUSTIFICATION:** This project was part of the Street & Traffic Capital Improvement program and was required to meet the standards for traffic signals intersections and enhance safety and traffic mobility.

**DESCRIPTION/SCOPE:** This project consisted of rebuilding traffic signals, curb-ramps, pavement markings, signing and other work as detailed on the plans. This project improved the flow of traffic and reduced accidents at these locations. Traffic Engineers, Inc. designed the project with 730 calendar days allowed for construction. The project was awarded to **TRAF-TEX, INC.**, with an original Contract Amount of \$2,475,247.25.

**LOCATION:** The project area is in 18 locations:

<b>No.</b>	<b>Locations</b>	<b>Key Maps</b>	<b>Council Districts</b>
1.	Fire Station #65 at 11531 FM 1960 E	338R	E
2.	Fire Station #17 at 2805 Navigation	494N	H
3.	Fire Station #7 at 10155 Kempwood	450J	A
4.	Brazos at Dallas	493L	I
5.	Brazos at McGowen	493P	C
6.	W. Dallas at Taft	493J/N	C
7.	W. Dallas at Gillette	493K/P	C
8.	Elgin at Live Oak	493Y	D
9.	Hamilton at Pierce	493U	D
10.	Holcolombe at Va Campus	533N	D
11.	Hillcroft at Richmond	490Z	J
12.	Gessner at Hammerly	450N	A

13.	S. Gessner at Town Park	530A	F
14.	W. Bellfort at S. Gessner	540B	K
15.	S. Braeswood at S. Gessner	530T	K
16.	W. Gul fank at N. Houston Rosslyn	411N	A
17.	W. Mt. Houston at N. Houston Rosslyn	411J	A
18.	Fondren at W. Airport	570C/D	K

**CONTRACT COMPLETION and COST:** The Contractor, Traf-Tex, Inc., has completed the work under the subject Contract. The project was completed within the Contract time. The final cost of the project, including overrun and underrun of estimated bid quantities is \$2,388,835.40, a decrease of \$86,411.85 or 3.49% under the original Contract Amount.

The decreased cost is a result of the difference between planned and measured quantities. This decrease is primarily the result of an underrun in Unit Price Items at various locations, which were not necessary to complete the project.

**M/WBE PARTICIPATION:** The M/WBE goal established for this project was 17%. According to Mayor's Office of Business Opportunity, the participation was 25.27%. Contractor's M/WBE performance evaluation was rated Outstanding.

**Prior Council Action:**

Ord. # 2012-0122 dated: 02/08/2012

**Amount of Funding:**

Amount and Source of Funding: No additional funding required.

Total (original) appropriation of \$2,802,277.00 from Metro Projects Construction Fund DDSRF No. 4040.

**Contact Information:**

Joseph T. Myers, P.E.  
Senior Assistant Director  
**Phone:** (832) 395-2355

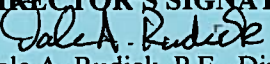


**ATTACHMENTS:**

Description	Type
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 RCA	Signed Cover sheet
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 MAPS	Backup Material
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 PRIOR COUNCIL ACTION	Backup Material
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 OBO	Backup Material
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 OBO	Backup Material
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal Rebuild Package #2 AFFIDAVIT of OWNERSHIP	Backup Material
☐ 20HA334-AW Traf-Tex, Inc. - Citywide Traffic Signal	Backup Material

Rebuild Package #2 DELINQUENT TAX FORM

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Accept Work for Citywide Traffic Signal Rebuild Package #2; WBS No. N-000650-0061-4.	<b>Page</b> 1 of 2	<b>Agenda Item</b> #
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
<b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E., Director	<b>Council District affected:</b> A, C, D, E, F, H, I, J & K 	
<b>For additional information contact:</b>  10/1/14 Joseph T. Myers, P.E. Senior Assistant Director <b>Phone:</b> (832) 395-2355	<b>Date and identification of prior authorizing Council action:</b>  Ord. # 2012-0122 dated: 02/08/2012	

**RECOMMENDATION:** (Summary) Pass a motion to approve the final Contract Amount of \$2,388,835.40 or 3.49% under the original Contract Amount, accept the Work, and authorize final payment.

**Amount and Source of Funding:** No additional funding required.  
Total (original) appropriation of \$2,802,277.00 from Metro Projects Construction Fund DDSRF No.4040.

**PROJECT NOTICE/JUSTIFICATION:** This project was part of the Street & Traffic Capital Improvement program and was required to meet the standards for traffic signals intersections and enhance safety and traffic mobility.


**DESCRIPTION/SCOPE:** This project consisted of rebuilding traffic signals, curb-ramps, pavement markings, signing and other work as detailed on the plans. This project improved the flow of traffic and reduced accidents at these locations. Traffic Engineers, Inc. designed the project with 730 calendar days allowed for construction. The project was awarded to Traf-Tex, Inc., with an original Contract Amount of \$2,475,247.25.

**LOCATION:** The project area is in 18 locations:

<u>No.</u>	<u>Locations</u>	<u>Key Maps</u>	<u>Council Districts</u>
1	Fire Station #65 at 11531 FM 1960 E	338R	E
2	Fire Station #17 at 2805 Navigation	494N	H
3	Fire Station #77 at 10155 Kemp wood	450J	A
4	Brazos at Dallas	493L	I
5	Brazos at McGowen	493P	C
6	W. Dallas at Taft	493J/N	C
7	W. Dallas at Gillette	493K/P	C
8	Elgin at Live Oak	493Y	D
9	Hamilton at Pierce	493U	D
10	Holcombe at Va Campus	533N	D
11	Hillcroft at Richmond	490Z	J
12	Gessner at Hammerly	450N	A
13	S. Gessner ay Town Park	530A	F
14	W. Bellfort at S. Gessner	570B	K
15	S. Braeswood at S. Gessner	530T	K
16	W. Gulf Bank at N. Houston Rosslyn	411N	A
17	W. Mt Houston at N. Houston Rosslyn	411J	A
18	Fondren at W. Airport	570C/D	K

REQUIRED AUTHORIZATION

20HA334

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division
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<b>Date</b>	<b>SUBJECT:.</b> Accept Work for Citywide Traffic Signal Rebuild Package #2; WBS No. N-000650-0061-4.	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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**CONTRACT COMPLETION AND COST:** The Contractor, Traf-Tex, Inc., has completed the work under the subject Contract. The project was completed within the Contract Time. The final cost of the project, including overrun and underrun of estimated bid quantities is \$2,388,835.40, a decrease of \$86,411.85 or 3.49% under the original Contract Amount.

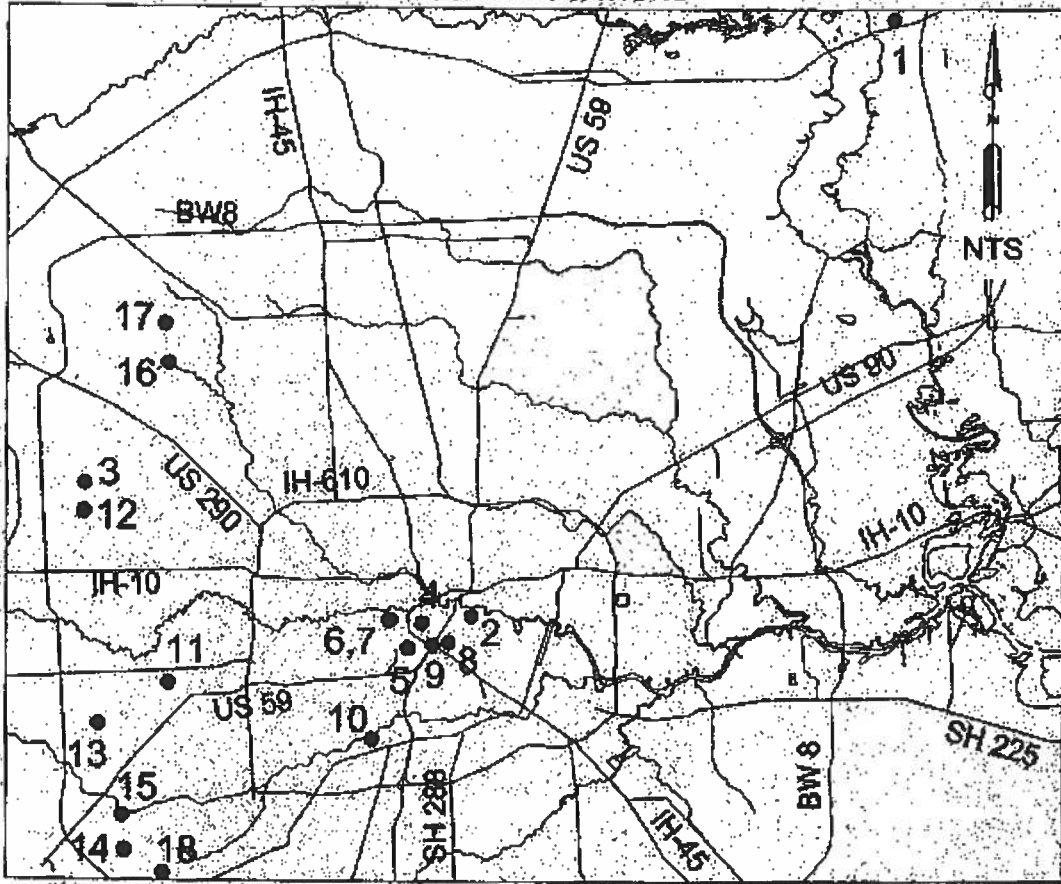
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**M/WBE PARTICIPATION:** The M/WBE goal established for this project was 17%. According to Mayor's Office of Business Opportunity, the participation was 25.27%. Contractor's M/WBE performance evaluation was rated Outstanding.

  
DAR:DRM:JTM:SKF:JVH:ha

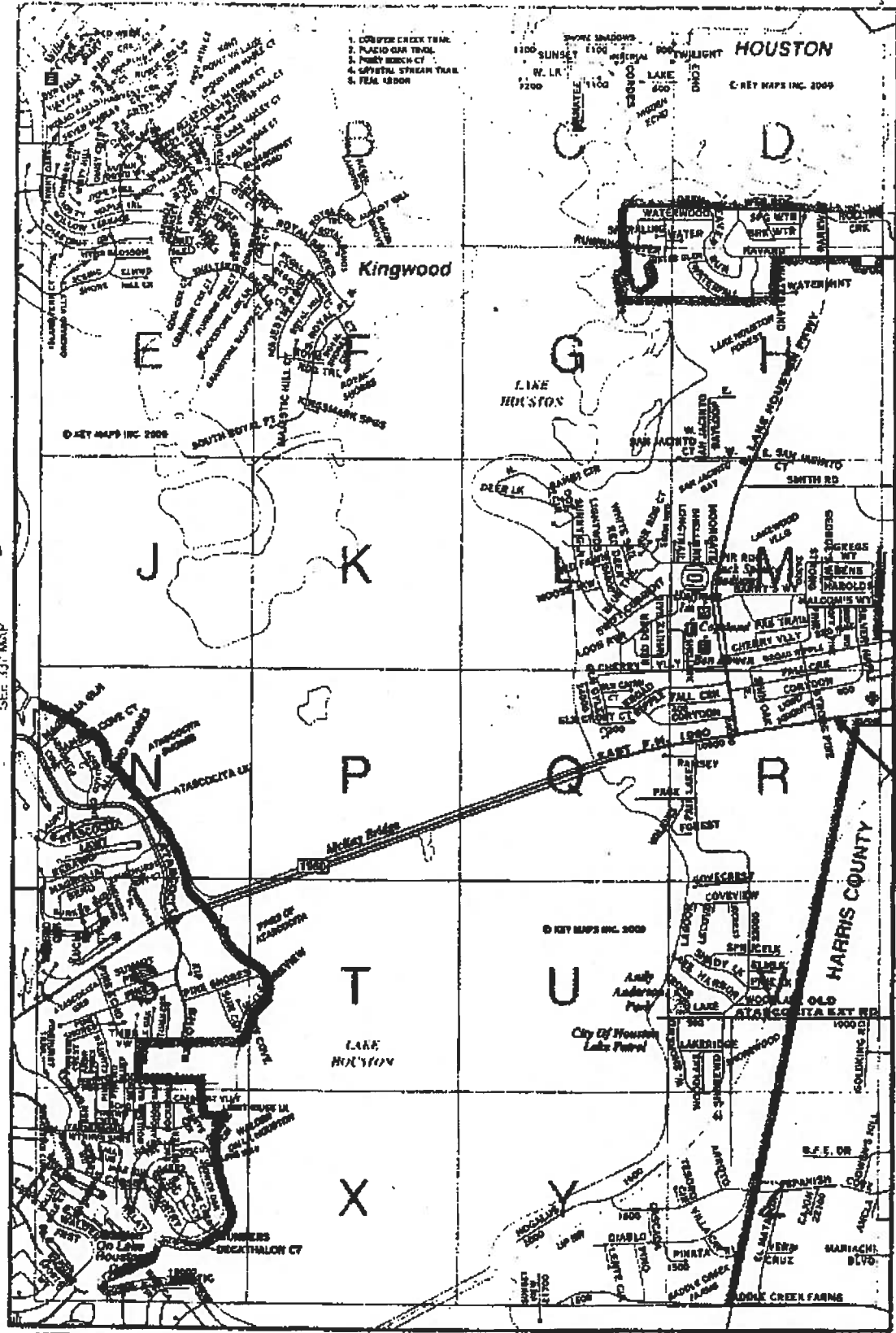
H:\E&C Construction\Facilities\Projects\N-000650-0061-4 Citywide Signal Package 2\RCA\RCA - Closeout.doc

VICINITY MAP  
PROJECT LOCATIONS



- 1 FIRE STATION # 65 AT 11531 FM 1960 E (KEY MAP 338-R)
- 2 FIRE STATION #17 AT 2805 NAVIGATION (KEY MAP 494-N)
- 3 FIRE STATION # 77 AT 10155 KEMPWOOD (KEY MAP 450-J)
- 4 BRAZOS ST AT DALLAS ST (KEY MAP 493-L)
- 5 BRAZOS ST AT MCGOWEN ST (KEY MAP 493-P)
- 6 W. DALLAS ST AT TAFT ST (KEY MAP 493-J/N)
- 7 W. DALLAS AT GILLETTE ST (KEY MAP 493-K/P)
- 8 ELGIN ST AT LIVE OAK ST (KEY MAP 493-Y)
- 9 HAMILTON ST AT PIERCE ST (KEY MAP 493-U)
- 10 HOLCOMBE BLVD AT VA CAMPUS (KEY MAP 533-N)
- 11 HILLCROFT AVE AT RICHMOND AVE (KEY MAP 490-Z)
- 12 GESSNER DR AT HAMMERLY BLVD (KEY MAP 450-N)
- 13 S. GESSNER RD AT TOWN PARK DR (KEY MAP 530-A)
- 14 W. BELLFORT AT S. GESSNER RD (KEY MAP 570-B)
- 15 S. BRAESWOOD DR AT S. GESSNER RD (KEY MAP 530-T)
- 16 W. GULF BANK RD AT N. HOUSTON ROSSLYN RD (KEY MAP 411-N)
- 17 W. MT. HOUSTON RD AT N. HOUSTON ROSSLYN RD (KEY MAP 411-J)
- 18 FONDREN RD AT W. AIRPORT BLVD (KEY MAP 570-C/D)

- 1. COOPER CREEK TRAIL
- 2. PACIFIC OAK TRAIL
- 3. PINEY BIRCH CT
- 4. CRYSTAL STREAM TRAIL
- 5. FEAR LIZBON



1. Fire Station #65 at  
11531 FM 1960 E  
(Cuncil District E)

SEE 337 MAP

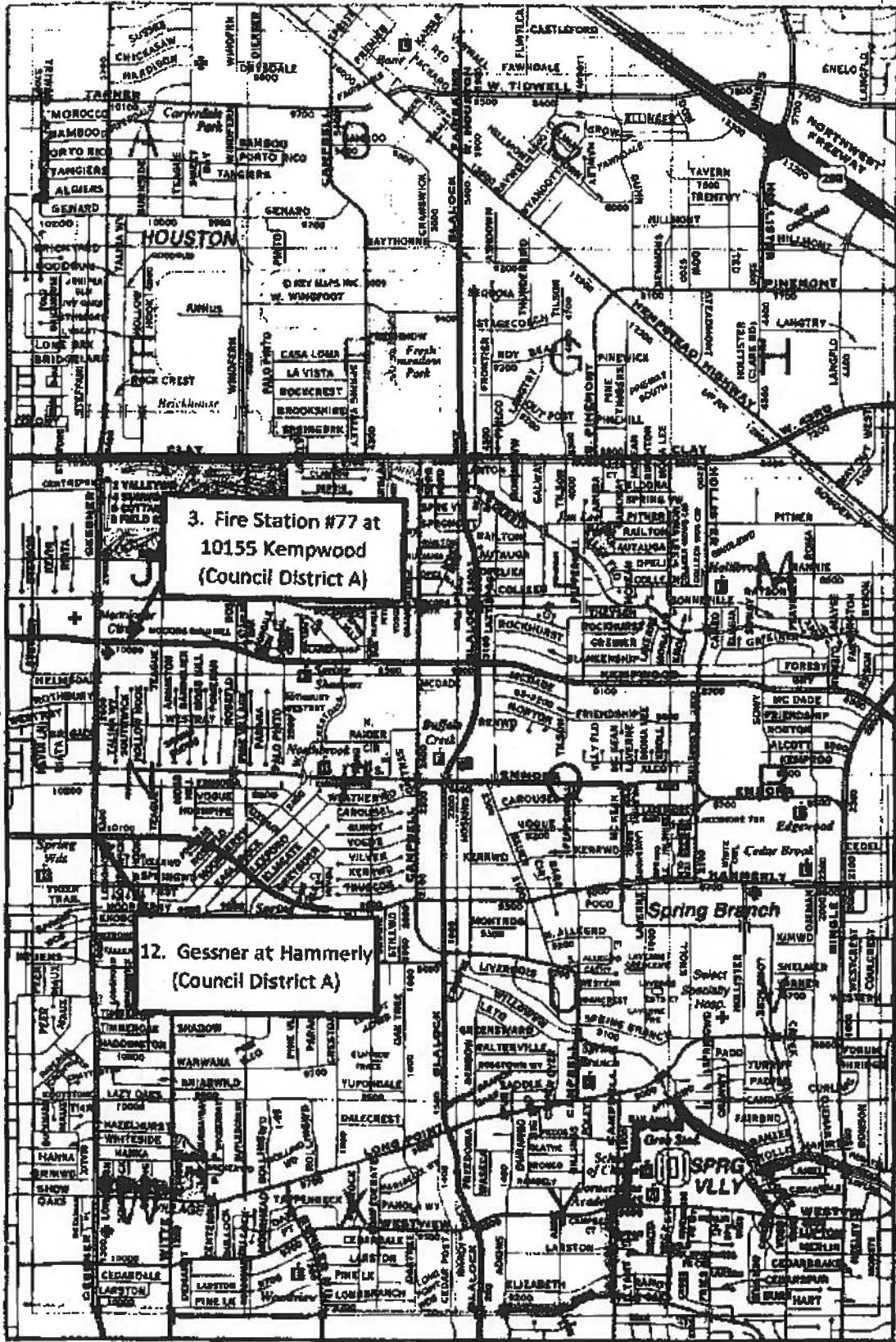


2. Fire Station #17 at  
2805 Navigation  
(Council District H)

SEE 153 MAP

SEE 514 MAP

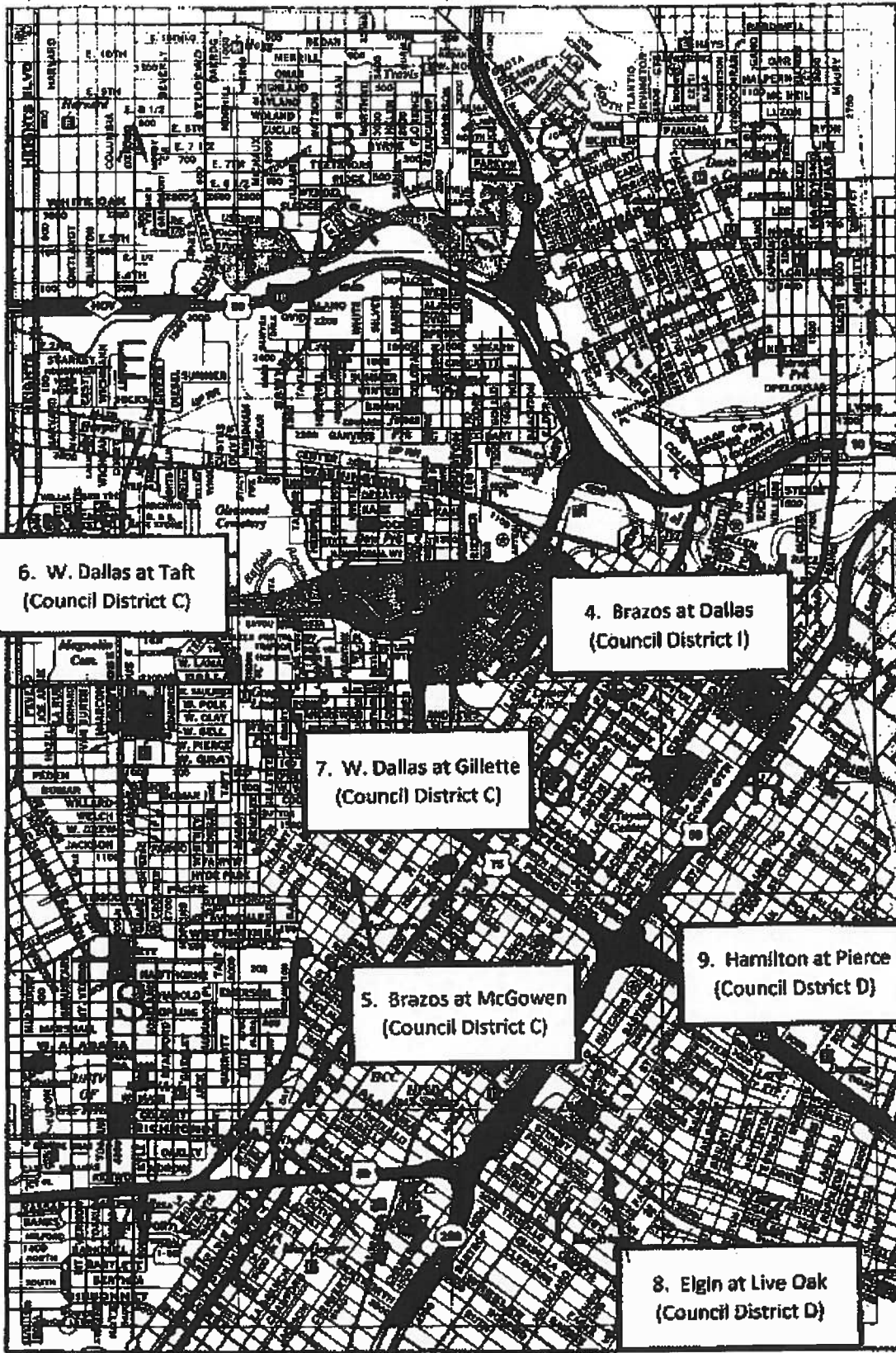
© KEY MAPS INC 2009



3. Fire Station #77 at  
10155 Kempwood  
(Council District A)

12. Gessner at Hammerly  
(Council District A)

SEE 440 MAP



6. W. Dallas at Taft  
(Council District C)

4. Brazos at Dallas  
(Council District I)

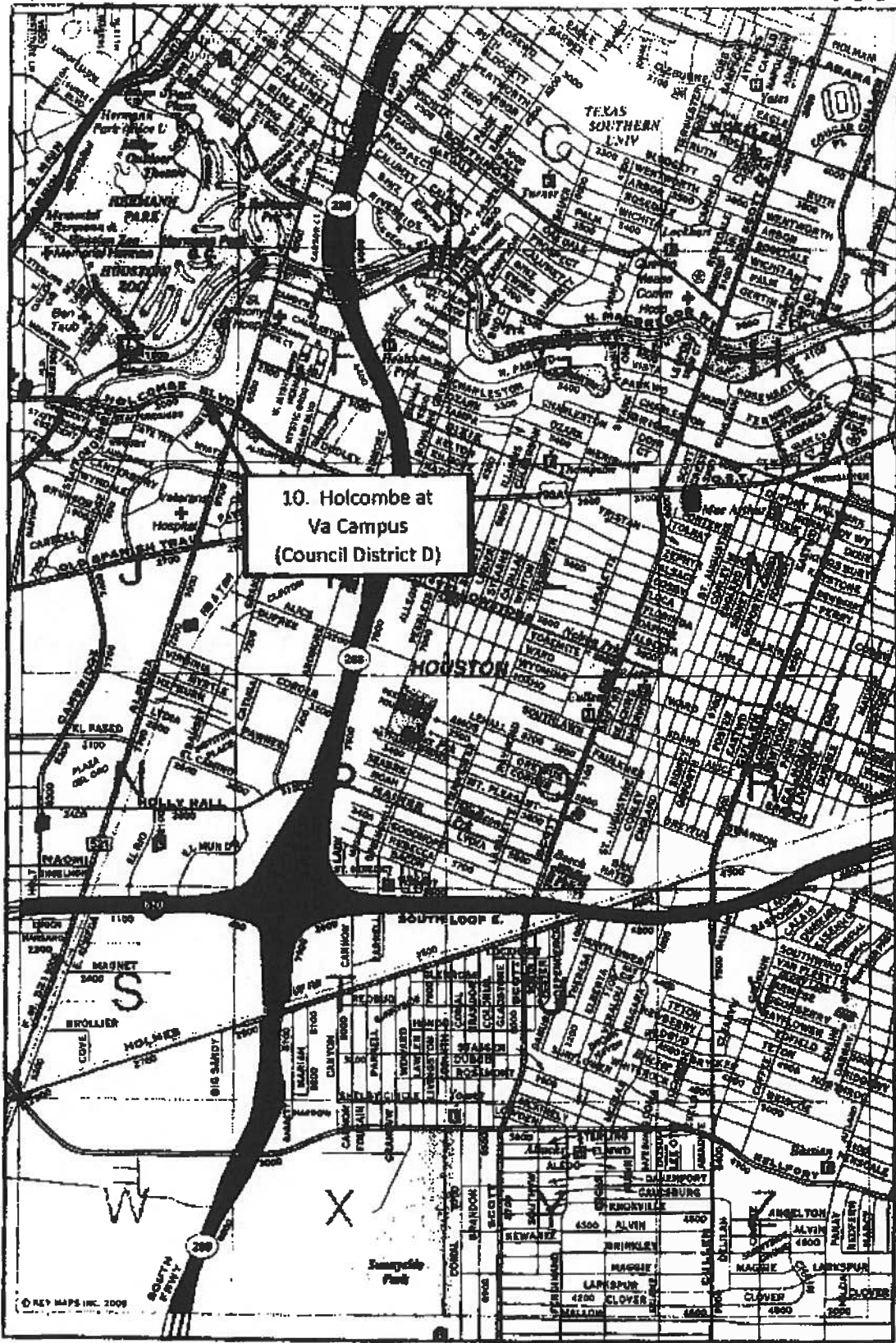
7. W. Dallas at Gillette  
(Council District C)

5. Brazos at McGowen  
(Council District C)

9. Hamilton at Pierce  
(Council District D)

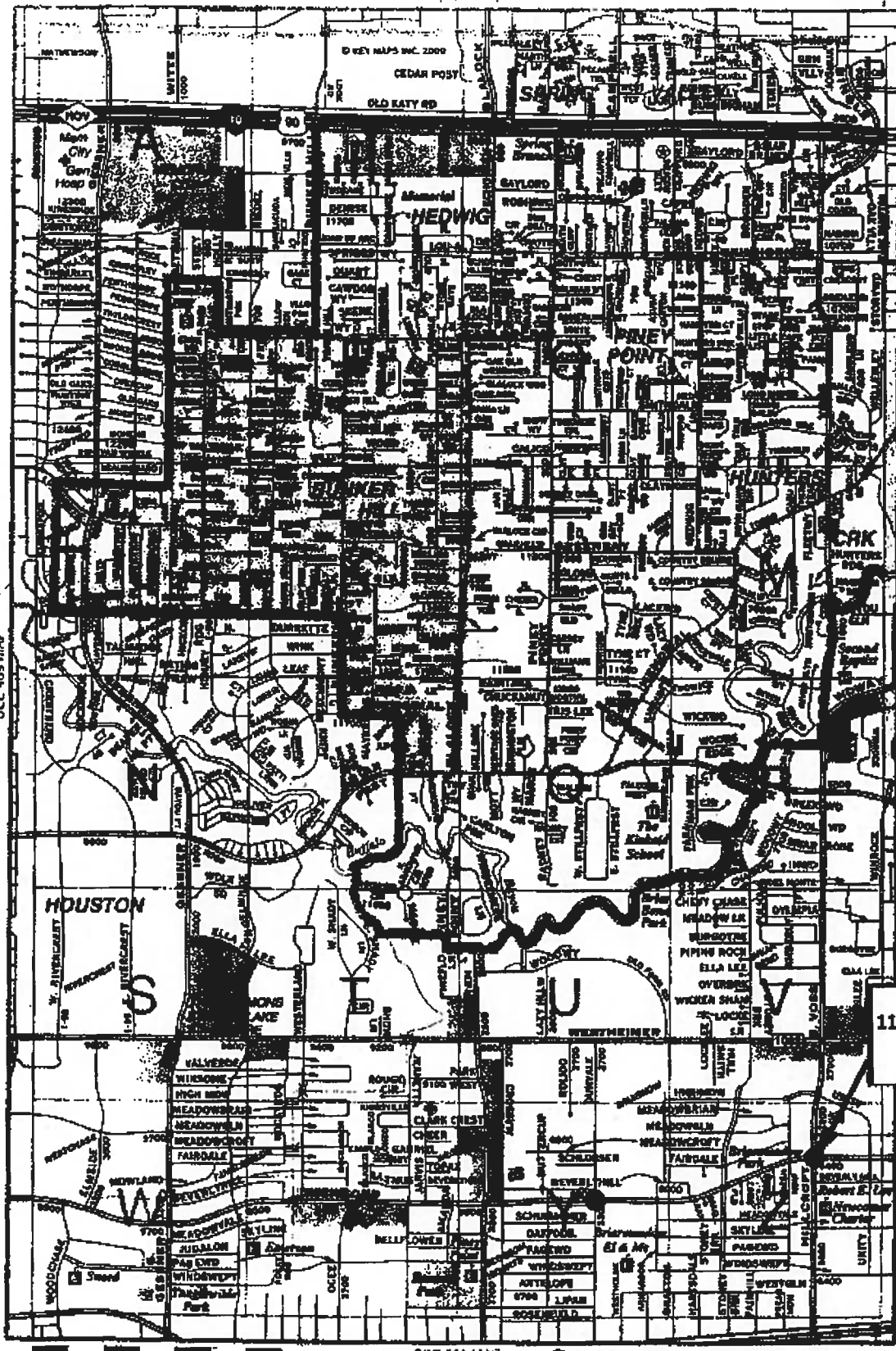
8. Elgin at Live Oak  
(Council District D)

SEE 484 MAP



10. Holcombe at  
Va Campus  
(Council District D)

SEE 534 MAP

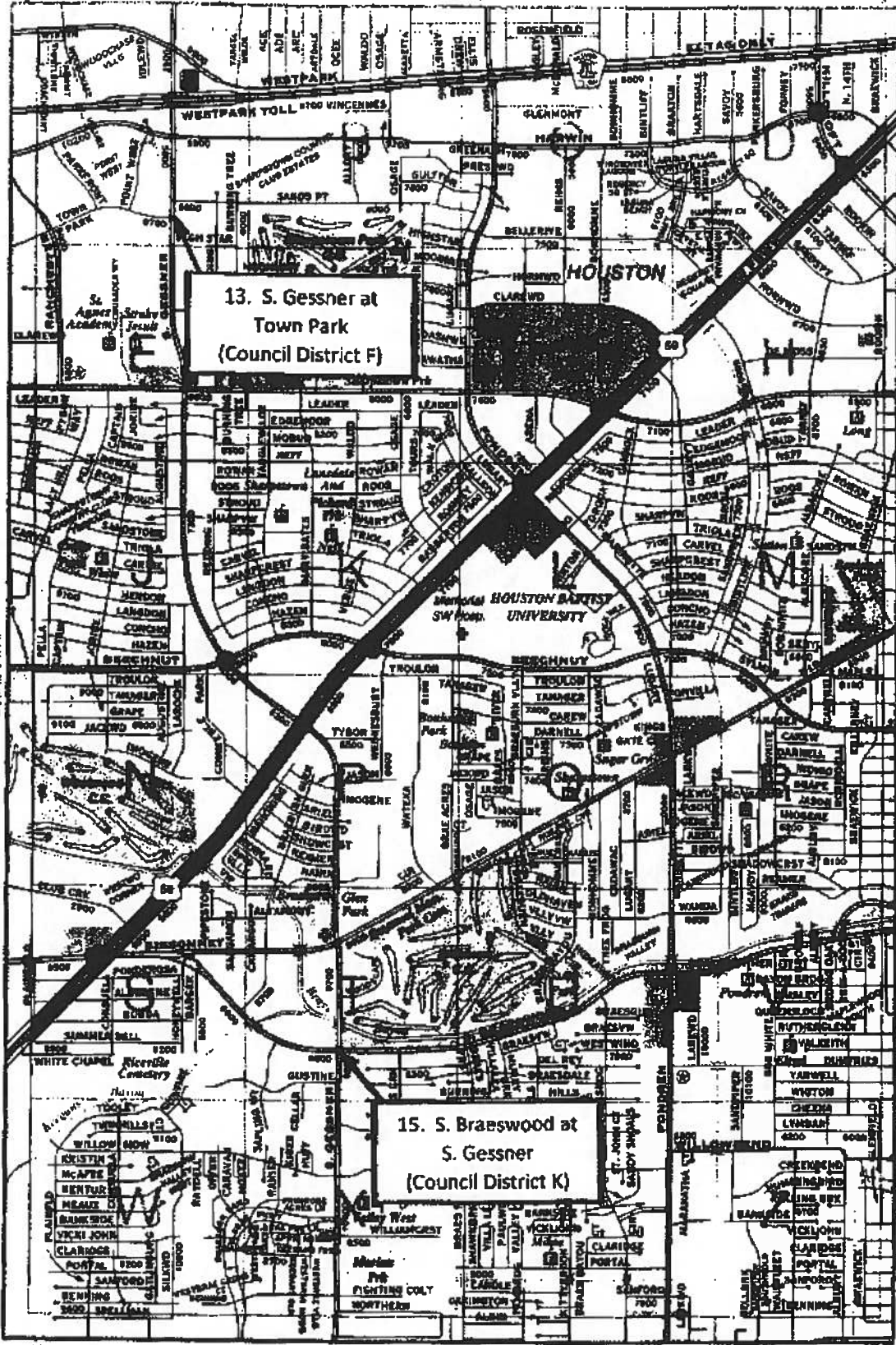


11. Hillcroft at Richmond  
(Council District J)

SEE 489 MAP

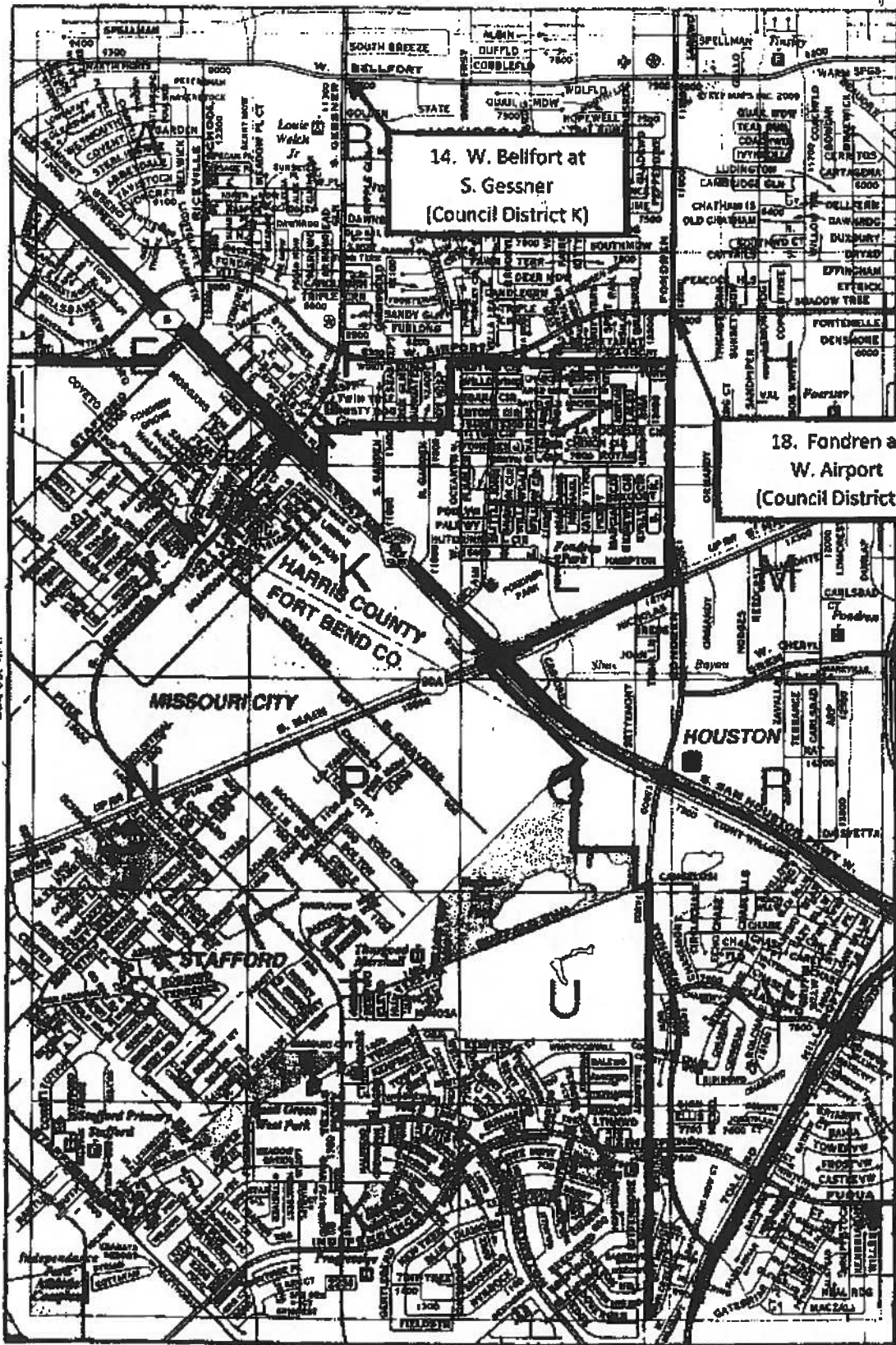
SEE 550 MAP

SSE 428 MAP



15. S. Braeswood at  
S. Gessner  
(Council District K)

13. S. Gessner at  
Town Park  
(Council District F)



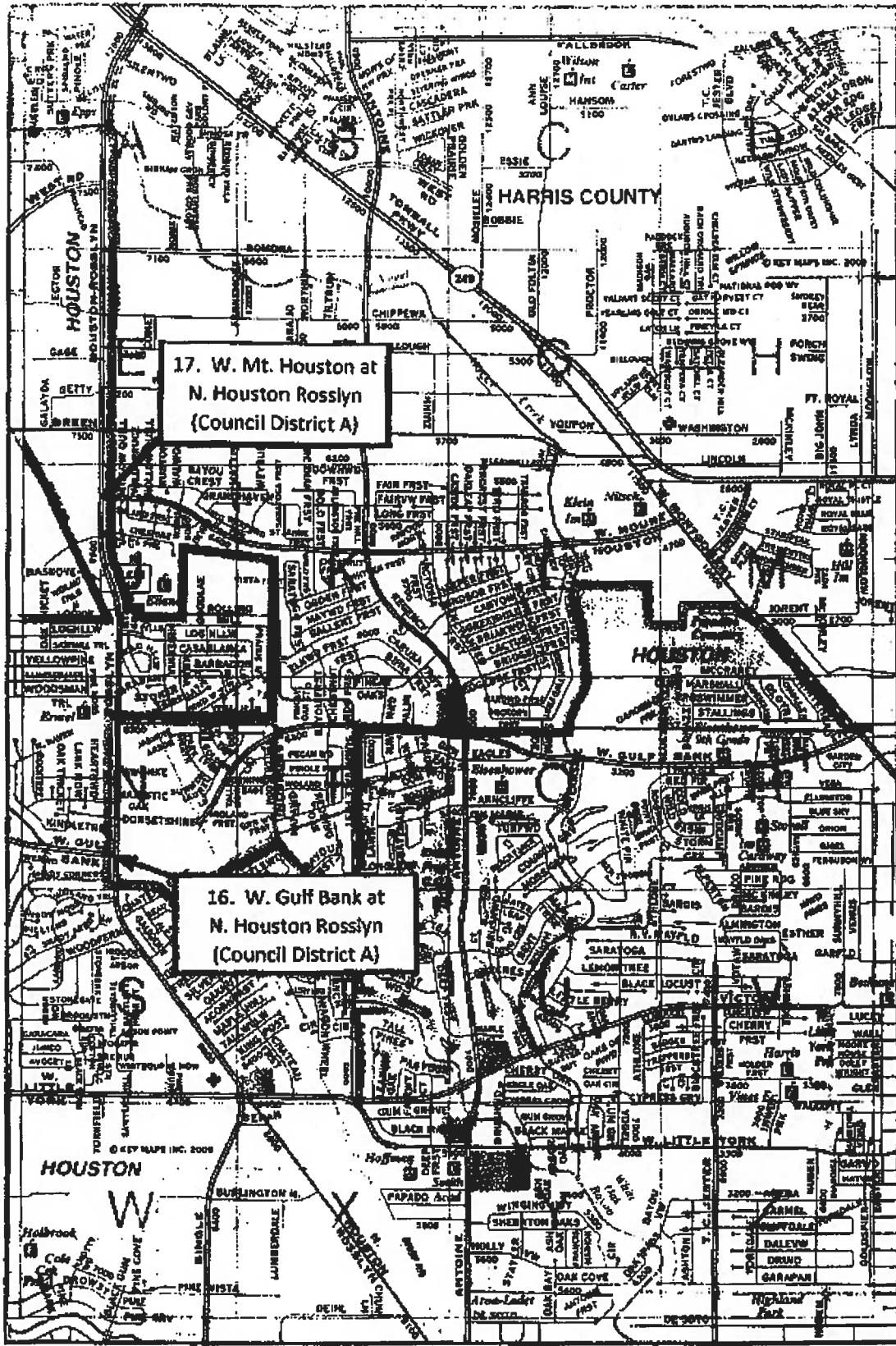
14. W. Bellfort at  
S. Gessner  
(Council District K)

18. Fondren at  
W. Airport  
(Council District K)

SEE 569 MAP

SEE 570 MAP

KEY MAPS INC 2/00



17. W. Mt. Houston at  
N. Houston Rosslyn  
(Council District A)

16. W. Gulf Bank at  
N. Houston Rosslyn  
(Council District A)

SEE 412 MAP

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District A, District B, District C, District D, District G, District H, District I, District J, District K

Item Creation Date: 10/14/2014

20JAI544-CleanServe, Inc.

Agenda Item#: 7.

**Summary:**

RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$654,285.58 and acceptance of work on contract with **CLEANSERVE, INC** for Sanitary Sewer Cleaning and Television Inspection In Support of Rehabilitation 0.62% over the original contract amount and under the 5% contingency amount - (4277-49) - **DISTRICTS A - STARDIG; B - DAVIS; C - COHEN; D - BOYKINS; G - PENNINGTON; H - GONZALEZ; I - GALLEGOS; J - LASTER and K - GREEN**

**Background:**

**SUBJECT:** Accept Work for Sanitary Sewer Cleaning and Television Inspection In Support of Rehabilitation

WBS# R-000266-0156-4

**RECOMMENDATION: (Summary)** Pass a motion to approve the final contract amount of \$654,285.58, which is 0.62% over the original contract amount and under the 5% contingency amount, accept the work, and authorize final payment.

**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** Under this project, the contractor provided sanitary sewer cleaning and television inspection in support of rehabilitation to deteriorated sewer collection systems throughout the City.

**DESCRIPTION/SCOPE:** This project consisted of sanitary sewer cleaning and television inspection in support of rehabilitation. The project was awarded to CleanServe, Inc. with an original contract amount of \$650,237.54. The Notice to Proceed date was 07/14/2011 and the project had 730 calendar days for completion.

**LOCATION:** The project was located at various locations within Council Districts A, B, C, D, G, H, I, J and K.

**CONTRACT COMPLETION AND COST:** The contractor, CleanServe, Inc., has completed the work under the contract. The contract was completed within the contract time. The final cost of the project is \$654,285.58, an increase of \$4,048.04 or 0.62% over the original contract amount. More cleaning and television inspection were needed than anticipated.

**MWDBE PARTICIPATION:** No City M/WBE participation goal was established for this project as the contract amount did not exceed the threshold of \$1,000,000.00 required for a goal oriented contract per Section 15-82 of the Code of Ordinances

**Prior Council Action:**

Ordin. No. 2011-374 5/18/11

**Amount of Funding:**

No additional funding required

Original appropriation of \$687,749.00 for construction and contingencies from Water & Sewer System Consolidated Construction Fund No. 8500

**Contact Information:**

Jason Iken, P.E. 832-395-4989

**ATTACHMENTS:**

Description

Type

- 📁 RCA
- 📁 \prior council action RCA
- 📁 OBO backup
- 📁 Tax form
- 📁 affidavit
- 📁 backup


- Signed Cover sheet
- Backup Material
- Backup Material
- Backup Material
- Backup Material
- Backup Material

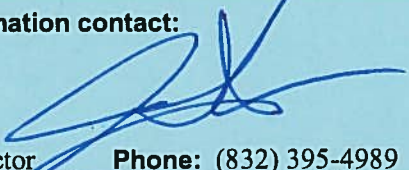
TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Accept Work for Sanitary Sewer Cleaning and Television Inspection In Support of Rehabilitation WBS# R-000266-0156-4	<b>Page</b> 1 of 1	<b>Agenda Item #</b>
--	-----------------------	----------------------

<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.	<b>Council District affected:</b> A, B, C, D, G, H, I, J and K
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<b>For additional information contact:</b>  Jason Iken, P.E. Senior Assistant Director Phone: (832) 395-4989	<b>Date and identification of prior authorizing Council action:</b> Ordinance No. 2011-374, dated 05/18/2011
--	---

**RECOMMENDATION: (Summary)**  
Pass a motion to approve the final contract amount of \$654,285.58, which is 0.62% over the original contract amount and under the 5% contingency amount, accept the work, and authorize final payment.

**Amount and Source of Funding:** No additional funding required. *M.P. 10/7/2014*  
Original appropriation of \$687,749.00 for construction and contingencies from Water and Sewer System Consolidated Construction Fund No. 8500.

**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** Under this project, the contractor provided sanitary sewer cleaning and television inspection in support of rehabilitation to deteriorated sewer collection systems throughout the City.

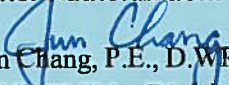
**DESCRIPTION/SCOPE:** This project consisted of sanitary sewer cleaning and television inspection in support of rehabilitation. The project was awarded to CleanServe, Inc. with an original contract amount of \$650,237.54. The Notice to Proceed date was 07/14/2011 and the project had 730 calendar days for completion.

**LOCATION:** The project was located at various locations within Council Districts A, B, C, D, G, H, I, J and K.

**CONTRACT COMPLETION AND COST:** The contractor, CleanServe, Inc., has completed the work under the contract. The contract was completed within the contract time. The final cost of the project is \$654,285.58, an increase of \$4,048.04 or 0.62% over the original contract amount. More cleaning and television inspection were needed than anticipated.

**MWDBE PARTICIPATION:** No City M/WBE participation goal was established for this project as the contract amount did not exceed the threshold of \$1,000,000.00 required for a goal oriented contract per Section 15-82 of the Code of Ordinances.

*DR:JC*  
DAR:JC:JI:DR:MB:LT:al  
Attachments

<b>Project File 4277-49</b>		<b>REQUIRED AUTHORIZATION</b>	<b>CUIC ID# 20JAI544</b>
<b>Finance Department</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Jun Chang, P.E., D.WRE., Deputy Director Public Utilities Division	

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014  
District B, District E, District I

Item Creation Date: 10/14/2014

10211 - Master Intergovernmental Cooperative Purchasing Agreement (MICPA)

Agenda Item#: 8.

**Summary:**

**GRAYBAR ELECTRIC COMPANY, INC** for Universal Circuit Breaker Test Set through the Master Intergovernmental Cooperative Purchasing Agreement with U. S. Communities for the Houston Airport System - \$76,564.52 - Enterprise Fund - **DISTRICTS B - DAVIS; E - MARTIN and I - GALLEGOS**

**Background:**

The Director of the Houston Airport System and the City Purchasing Agent recommend that City Council approve an award for the purchase of a universal circuit breaker test set and associated equipment in the total amount of \$76,564.52 through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities for the Houston Airport System and that authorization be given to issue a purchase order to the U.S. Communities supplier, Graybar Electric Company, Inc. This universal circuit breaker test set will be used to test high-voltage circuit breakers, wire, fuses, conduit, transformers and electric motors at the three airports and will eliminate the requirement for third-party contractors to perform these services.

This purchase consists of a universal circuit breaker test set and associated equipment. The new universal circuit breaker test set and associated equipment will come with a full one-year warranty.

**Hire Houston First:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the department is utilizing an Interlocal or Cooperative Purchasing Agreement for this purchase.

**Amount of Funding:**

\$66,784.95 - HAS AIF Capital Outlay Fund (8012)  
\$ 9,779.57 - HAS Revenue Fund (8001)

**\$76,564.52 - Award Amount**

**Source of Funding:**

Enterprise Fund

**Contact Information:**

Justina J. Mann	HAS	281-230-8086
Ray DuRousseau	SPD	832-393-8726

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Forma A (Fair Campaign Ord)	Backup Material
<input type="checkbox"/> Form B	Backup Material
<input type="checkbox"/> Department Approval	Backup Material
<input type="checkbox"/> Tax Report	Backup Material

**REQUEST FOR COUNCIL ACTION**

RCA# 10211

TO: Mayor via City Secretary

<b>Subject:</b> Purchase of a Universal Circuit Breaker Test Set through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities for the Houston Airport System S58-E25190	Category # 4	Page 1 of 1	Agenda Item
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<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Finance Department	<b>Origination Date</b> September 02, 2014	<b>Agenda Date</b>
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<b><u>DIRECTOR'S SIGNATURE</u></b>	<b>Council District(s) affected</b> B, E, I
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<b>For additional information contact:</b> Justina J. Mann      Phone: (281) 230-8086 Ray DuRousseau      Phone: (832) 393-8726	<b>Date and Identification of prior authorizing Council Action:</b>
---	---

**RECOMMENDATION: (Summary)**  
 Approve the purchase of a universal circuit breaker test set and associated equipment in the total amount of \$76,564.52 from the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities for the Houston Airport System.

Award Amount: \$76,564.52	<b>Finance Budget</b>
---------------------------	-----------------------

\$76,564.52 - HAS - AIF Capital Outlay Fund (8012) & HAS - Revenue Fund (8001)

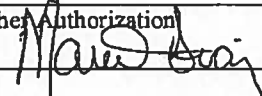
**SPECIFIC EXPLANATION:**  
 The Director of the Houston Airport System and the City Purchasing Agent recommend that City Council approve an award for the purchase of a universal circuit breaker test set and associated equipment in the total amount of \$76,564.52 through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities for the Houston Airport System and that authorization be given to issue a purchase order to the U.S. Communities supplier, Graybar Electric Company, Inc. This universal circuit breaker test set will be used to test high-voltage circuit breakers, wire, fuses, conduit, transformers and electric motors at the three airports and will eliminate the requirement for third-party contractors to perform these services.

This purchase consists of a universal circuit breaker test set and associated equipment. The new universal circuit breaker test set and associated equipment will come with a full one-year warranty.

**Hire Houston First:**  
 This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the department is utilizing an Interlocal or Cooperative Purchasing Agreement for this purchase.

Buyer: Ketan Shah

**REQUIRED AUTHORIZATION**

Finance Department:	Other Authorization: 	Other Authorization:
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**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

10233- Federal Resources Supply, Co.

Agenda Item#: 9.

**Summary:**

**FEDERAL RESOURCES SUPPLY CO.**, for Personal Radiation Monitors and Associated Equipment for Houston Fire Department - \$159,463.69 - Grant Fund

**Background:**

The Chief of the Houston Fire Department and the City Purchasing Agent recommend that City Council approve the purchase of personal radiation monitors and associated equipment from Federal Resources Supply, Co. in the amount of \$159,463.69 for the Houston Fire Department and that authorization be given to issue a purchase order. The radiation monitors will be issued to Fire Department Personnel to strengthen and/or sustain radiological/nuclear detection capabilities when responding to hazmat situations throughout the City.

This purchase consists of 170 Ultraradiac-Plus personal radiation monitors, 50 DC chargers and 50 vehicle mounts. These radiation monitors (units) will come with a full one year warranty and the life expectancy is ten years. These units will be new additions to the Department's inventory and will match units that are already in service within the Department.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) "a procurement necessary to preserve or protect the public health and safety of the municipality's residents" of the Texas Local Government Code for exempted procurements.

**Amount of Funding:**

Award Amount: \$159,463.69 - Federal, Local State Pass Through Fund (5030)

**Source of Funding:**

Grant Fund

**Contact Information:**

Cynthia Vargas, Asst. Chief	HFD	832-394-6926
Ray DuRousseau, DAD	SPD	832-393-8726
Richard Brandt, Procurement Specialist	SPD	832-394-6762

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA#10233-Federal Resources Supply	Backup Material
<input type="checkbox"/> Form A (Fair Campaign Ord)	Backup Material
<input type="checkbox"/> Form B	Backup Material
<input type="checkbox"/> Bid Tab	Backup Material
<input type="checkbox"/> Tax Report	Backup Material

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 10233**

**Subject:** Approve the Purchase of Personal Radiation Monitors and Associated Equipment for the Houston Fire Department  
S62-E25165

Category #  
4

Page 1 of 1

Agenda Item

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

October 03, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**



**Council District(s) affected**

All

**For additional information contact:**

Cynthia Vargas Phone: (832) 394-6926  
Ray DuRousseau Phone: (832) 393-8726

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve the purchase of personal radiation monitors and associated equipment from Federal Resources Supply, Co. in the amount of \$159,463.69 for the Houston Fire Department.

Award Amount: \$159,463.69

**Finance Budget**

\$159,463.69 - Federal, Local State Pass Through Fund (Fund 5030)

**SPECIFIC EXPLANATION:**

The Chief of the Houston Fire Department and the City Purchasing Agent recommend that City Council approve the purchase of personal radiation monitors and associated equipment from Federal Resources Supply, Co. in the amount of \$159,463.69 for the Houston Fire Department and that authorization be given to issue a purchase order. The radiation monitors will be issued to Fire Department Personnel to strengthen and/or sustain radiological/nuclear detection capabilities when responding to hazmat situations throughout the City.

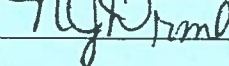
This purchase consists of 170 Ultraradiac-Plus personal radiation monitors, 50 DC chargers and 50 vehicle mounts. These radiation monitors (units) will come with a full one year warranty and the life expectancy is ten years. These units will be new additions to the Department's inventory and will match units that are already in service within the Department.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) "a procurement necessary to preserve or protect the public health and safety of the municipality's residents" of the Texas Local Government Code for exempted procurements.

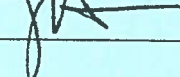
Buyer: Richard Brandt  
PR No. 10193074

**REQUIRED AUTHORIZATION**

Finance Department:



Other Authorization:



Other Authorization:

City of Houston  
 Bid Tabulation  
 for  
 PERSONAL RADIATION MONITORS  
 for  
 Fire  
 E25165

Bids Received: 3		Canberra 800-243-3955		Arrow-Tech, Inc. 701-477-6461 118729		Federal Resources Supply 410-643-7801 123512				
Item #	Description	Qty	U/M	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Mfg Note
Radiation Dosimeters										
1	10048941; MONITOR, PERSONAL RADIATION, ULTRA; Canberra Ultra-Radiac Plus Personal Radiation Monitor	170	EA	\$837.00	\$142,290.00	\$930.00	\$158,100.00	\$835.00	\$141,950.00	
2	DC Charger	50	EA	\$189.00	\$9,450.00	\$189.00	\$9,450.00	\$189.00	\$9,450.00	
3	Charger/Vehicle Mount	50	EA	\$158.00	\$7,900.00	\$158.00	\$7,900.00	\$158.00	\$7,900.00	
4	Freight	1	EA	\$0.00	\$0.00	\$75.00	\$75.00	\$163.69	\$163.69	
				Sub-Total:	\$159,640.00		\$175,525.00		\$159,463.69	
				<b>Grand Total:</b>	<b>\$159,640.00</b>		<b>\$175,525.00</b>		<b>\$159,463.69</b>	

September 4, 2014

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/1/2014

10204-2 Approve an Appropriation Ordinance S38-E25126-B&H

Agenda Item#: 10.

**Summary:**

ORDINANCE appropriating \$6,268,248.00 out of Equipment Acquisition Consolidated Fund for purchase of Utility Vehicles and Full Size 4-Door Sedans for the Houston Police Department

**Background:**

The Director of the Fleet Management Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of \$6,268,248.00 out of the Equipment Acquisition Consolidated Fund (1800) for the purchase of 169 utility vehicles and six full size 4-door sedans in the amount of \$4,612,883.00 for the Houston Police Department. The utility vehicles and sedans will be used citywide by the Department for patrol activities and to respond to emergency incidents and provide services to the citizens of Houston, respectively. The funding for these vehicles is included in the FY15 Equipment Acquisition Plan.

The total appropriation of \$6,268,248.00 includes \$1,655,365.00 for the purchase of aftermarket equipment (light bars, containment cages, sirens, wiring, etc.) from an existing City contract.

**Amount of Funding:**

\$6,268,248.00

**Source of Funding:**

Other (Specify)

Equipment Acquisition Consolidated Fund (Fund 1800)

**Contact Information:**

Kenneth Hoglund, Director	FMD	832-393-6901
Ray DuRousseau, DAD	SPD	832-393-8726
Lena Farris	SPD	832-393-8729

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Form A Silsbee	Signed Cover sheet
<input type="checkbox"/> Form A Caldwell Chevrolet	Signed Cover sheet
<input type="checkbox"/> Delinquent Tax Report Silsbee	Signed Cover sheet
<input type="checkbox"/> Delinquent Tax Report Caldwell Chevrolet	Signed Cover sheet
<input type="checkbox"/> Departmental Sign-Offs	Signed Cover sheet
<input type="checkbox"/> RCA#10204-2 -Appropriation	Backup Material
<input type="checkbox"/> Ordinance	Backup Material

**CONTRACTOR SUBMISSION LIST FORM  
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint Venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas for further information.

This list is submitted under the provisions of § 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: SILSBEE FORD INC.

Firm or Company Address: 1211 US HWY. 96 N, SILSBEE, TX 77656

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and address:

**SOLE PROPRIETORSHIP**

Name \_\_\_\_\_

Proprietor

Address \_\_\_\_\_

**A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name \_\_\_\_\_

Partner

Address \_\_\_\_\_

Name \_\_\_\_\_

Partner

Address \_\_\_\_\_

**A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name \_\_\_\_\_

Director

Address \_\_\_\_\_

Name \_\_\_\_\_

Director

Address \_\_\_\_\_

Name \_\_\_\_\_

Director

Address \_\_\_\_\_

*es*

CONTRACTOR SUBMISSION LIST FORM (CONTINUED)

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name	<u>J. DREW DONALDSON</u>	<u>1211 US HWY 96N, SILSBEE, TX</u>
	Owner	Address 77656
Name	<u>WALTER UMPHREY</u>	<u>490 PARK, BEAUMONT, TX.</u>
	Owner	Address 77701
Name	_____	_____
	Owner	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Robert C. Swan

Preparer

ROBERT C. SWAN  
SILSBEE Printed name FORD

FLEET DIRECTOR

Title

**NOTE:** This list constitutes a government record, as defined by § 37.01 of the Texas Penal Code.

RS

## CONTRACTOR SUBMISSION LIST FORM CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint Venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas for further information.

This list is submitted under the provisions of § 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: CALDWELL AUTOMOTIVE PARTNERS, LLC  
dba: CALDWELL COUNTRY CHEVROLET

Firm or Company Address: PO BOX 27, CALDWELL, TEXAS 77836

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and address:

SOLE PROPRIETORSHIP

Name \_\_\_\_\_  
Proprietor Address

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name	<u>JON HILDEBRAND</u>	<u>4736 JOHNSON LOOP, COLLEGE STATION, TEXAS 77845</u>
	Partner	Address
Name	<u>STEPHEN WAY</u>	<u>952 ECHO LANE, STE 450, HOUSTON, TEXAS 77024</u>
	Partner	Address

A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Director	Address
Name	_____	_____
	Director	Address
Name	_____	_____
	Director	Address

CONTRACTOR SUBMISSION LIST FORM (CONTINUED)

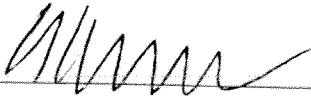
LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name	_____	_____
	Owner	Address
Name	_____	_____
	Owner	Address
Name	_____	_____
	Owner	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

  
\_\_\_\_\_  
Preparer

AVERYT KNAPP  
\_\_\_\_\_  
Printed name

FLEET DIRECTOR  
\_\_\_\_\_  
Title

**NOTE:** This list constitutes a government record, as defined by § 37.01 of the Texas Penal Code.

LOG FROM LINEBARGER 03-18-2014.XLSX

Pursuant to Section 15-124(e) of the Code of Ordinances of the COH, the Office of the City Controller certifies that the tax delinquency status for the current tax year is listed below for the contracting entities contained in this log.

On behalf of Ronald C. Green, City Controller

File Company Name/Address

File	Company Name/Address	Notice	Account No.	City	Tax	County Tax	Years	Notes
64-10023	Silsbee Ford, Inc. 1211 US Hwy 96N Silsbee, TX 77656	FEBRUARY 2015 MARCH 2014	no del found					no account found at HCTO
	Drew Donaldson 2071 Neyland Rd. Silsbee, TX 77656		no del found					no account found at HCTO
	Walter Umphrey 21 Avenue of the Oaks Beaumont, TX 77707		no del found					no account found at HCTO

LOG FROM LINEBARGER 03-18-2014.XISX

Pursuant to Section 15-124(e) of the Code of Ordinances of the COH, the Office of the City Controller certifies that the tax delinquency status for the current tax year is listed below for the contracting entities contained in this log.

On behalf of Ronald C. Green, City Controller

File Company Name/Address

File	Company Name/Address	Notice	Account No.	City	Tax	County Tax	Years	Notes
64-RCA-10023	Caldwell Automotive Partners, LTD dba Caldwell County Chevrolet 4905 North Shepherd Dr. Houston, TX 77008	MARCH 2014- FEBRUARY 2015	no del found					
	Stapfen Way 952 Ebon Ln. Ste 450 Houston, TX 77024		no del found					
	Jon Hildebrand 4736 Johnson Loop College Station, TX 77845		no del found					no account found at HCTO

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 10204**

**Subject:** Purchase of Utility Vehicles and Full-Size 4-Door Sedans Through the Houston-Galveston Area Council and the Texas Local Government Purchasing Cooperative for the Houston Police Department  
S38-E25126-B&H

Category #  
1 & 4

Page 1 of 2

Agenda Item

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

September 26, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**

**Council District(s) affected**

All

**For additional information contact:**

Kenneth Hoglund Phone: (832) 393-6901  
Ray DuRousseau Phone: (832) 393-8726

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$6,288,197.00 out of the Equipment Acquisition Consolidated Fund (Fund 1800) and approve the purchase of utility vehicles and full-size 4-door sedans through the Houston-Galveston Area Council (H-GAC) and the Texas Local Government Purchasing Cooperative (Buyboard) in the amount of \$4,632,832.00 for the Houston Police Department.

Award Amount: \$4,632,832.00

**Finance Budget**

\$6,288,197.00 - Equipment Acquisition Consolidated Fund (Fund 1800)

**SPECIFIC EXPLANATION:**

The Director of the Fleet Management Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of \$6,288,197.00 out of the Equipment Acquisition Consolidated Fund (Fund 1800). It is further recommended that City Council approve the purchase of 169 utility vehicles and seven full size 4-door sedans through the Houston-Galveston Area Council and the Texas Local Government Purchasing Cooperative (Buyboard) in the amount of \$4,632,832.00 for the Houston Police Department, and that authorization be given to issue a purchase order to the cooperative purchasing agencies contractors as shown below. The utility vehicles and sedans will be used citywide by the Department for patrol activities and to respond to emergency incidents and provide services to the citizens of Houston, respectively. The funding for these vehicles is included in the FY15 Equipment Acquisition Plan.

The total appropriation of \$6,288,197.00 includes \$1,655,365.00 for the purchase of aftermarket equipment (light bars, containment cages, sirens, wiring, etc.) from an existing City contract.

**H-GAC Contractors:**

**Caldwell Automotive Partners LLC, d/b/a Caldwell Country Chevrolet, LLC:** Approve the purchase of 169 4-door, heavy-duty two wheel drive utility vehicles in the amount of \$4,492,789.00.

**Buyboard Contractor:**

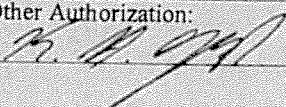
**Silsbee Ford, Inc.:** Approve the purchase of seven full size 4-door sedans in the amount of \$140,043.00.

These new utility vehicles and full size 4-door sedans will meet the EPA's current emission standards for low emission vehicles. They will come with a warranty of three years or 36,000 miles, and the life expectancy is four years or 100,000 miles. These new utility vehicles and full size 4-door sedans will be an addition to Departments fleet.

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:



FMD

Other Authorization:

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 10204-2**

**Subject:** Approve an Appropriation Ordinance

Category #  
1 & 4

Page 1 of 1

Agenda Item

**FROM (Department or other point of origin):**

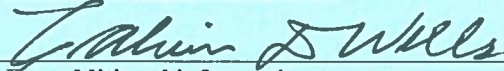
Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

September 26, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**



**Council District(s) affected**  
All

**For additional information contact:**

Kenneth Hogle  
Ray DuRousseau

Phone: (832) 393-6901  
Phone: (832) 393-8726

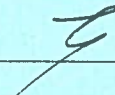
**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$6,268,248.00 out of the Equipment Acquisition Consolidated Fund (1800) for the purchase of utility vehicles and full-size 4-door sedans for the Houston Police Department.

Appropriation Amount: \$6,268,248.00

**Finance Budget**



\$6,268,248.00 - Equipment Acquisition Consolidated Fund (1800)

**SPECIFIC EXPLANATION:**

The Director of the Fleet Management Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of \$6,268,248.00 out of the Equipment Acquisition Consolidated Fund (1800) for the purchase of 169 utility vehicles and six full size 4-door sedans in the amount of \$4,612,883.00 for the Houston Police Department. The utility vehicles and sedans will be used citywide by the Department for patrol activities and to respond to emergency incidents and provide services to the citizens of Houston, respectively. The funding for these vehicles is included in the FY15 Equipment Acquisition Plan.

The total appropriation of \$6,268,248.00 includes \$1,655,365.00 for the purchase of aftermarket equipment (light bars, containment cages, sirens, wiring, etc.) from an existing City contract.

Buyer: Lena Farris

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditure specified below is attached hereto and incorporated hereby by this reference.
- ( ) Other - Grant Funds Available

Date: \_\_\_\_\_, 20\_\_\_\_ City Controller of the City of Houston, Texas

FUND REF: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ENCUMB. NO.: \_\_\_\_\_

City of Houston, Texas Ordinance No. \_\_\_\_\_

AN ORDINANCE APPROPRIATING THE SUM OF \$6,268,248.00 OUT OF THE EQUIPMENT ACQUISITION CONSOLIDATED FUND FOR THE PURCHASE OF UTILITY VEHICLES AND FULL SIZE 4-DOOR SEDANS FOR THE HOUSTON POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

\* \* \* \*



Lena Farris

SPD

832-393-8714

**ATTACHMENTS:**

Description	Type
📎 Revised RCA	Backup Material

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 10204


<b>Subject:</b> Approve the purchase of Utility Vehicles and Full-Size 4-Door Sedans Through the Houston-Galveston Area Council and the Texas Local Government Purchasing Cooperative for the Houston Police Department S38-E25126-B&H	<b>Category #</b> 1 & 4	<b>Page 1 of 1</b>	<b>Agenda Item</b>
---	----------------------------	--------------------	--------------------

<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Finance Department	<b>Origination Date</b>  September 26, 2014	<b>Agenda Date</b>
--	---	--------------------

<b>DIRECTOR'S SIGNATURE</b> 	<b>Council District(s) affected</b> All
---	--

<b>For additional information contact:</b> Kenneth Hoglund <b>Phone:</b> (832) 393-6901 Ray DuRousseau <b>Phone:</b> (832) 393-8726	<b>Date and Identification of prior authorizing Council Action:</b>
---	---

**RECOMMENDATION: (Summary)**  
Approve the purchase of utility vehicles and full-size 4-door sedans through the Houston-Galveston Area Council (H-GAC) and the Texas Local Government Purchasing Cooperative (Buyboard) in the amount of \$4,612,883.00 for the Houston Police Department.

Award Amount: \$4,612,883.00	<b>Finance Budget</b> 
------------------------------	--

\$6,268,248.00 - Equipment Acquisition Consolidated Fund (1800)

**SPECIFIC EXPLANATION:**  
The Director of the Fleet Management Department and the City Purchasing Agent recommend that City Council approve the purchase of 169 utility vehicles and six full size 4-door sedans through the Houston-Galveston Area Council and the Texas Local Government Purchasing Cooperative (Buyboard) in the amount of \$4,612,883.00 for the Houston Police Department, and that authorization be given to issue a purchase order to the cooperative purchasing agencies contractors as shown below. The utility vehicles and sedans will be used citywide by the Department for patrol activities and to respond to emergency incidents and provide services to the citizens of Houston, respectively. The funding for these vehicles is included in the FY15 Equipment Acquisition Plan.

The total appropriation of \$6,268,248.00 includes \$1,655,365.00 for the purchase of aftermarket equipment (light bars, containment cages, sirens, wiring, etc.) from an existing City contract.

**H-GAC Contractors:**  
**Caldwell Automotive Partners LLC, d/b/a Caldwell Country Chevrolet, LLC:** Approve the purchase of 169 4-door, heavy-duty two wheel drive utility vehicles in the amount of \$4,492,789.00.

**Buyboard Contractor:**  
**Silsbee Ford, Inc.:** Approve the purchase of six full size 4-door sedans in the amount of \$120,094.00.

These new utility vehicles and full size 4-door sedans will meet the EPA's current emission standards for low emission vehicles. They will come with a warranty of three years or 36,000 miles, and the life expectancy is four years or 100,000 miles. The 169 new utility vehicles will replace vehicles that have reached their life expectancy and will be sent to auction for disposition. The six full size 4-door sedans will be additions to the Department's fleet.

**Hire Houston First**  
This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the Department is utilizing an Interlocal or Cooperative Purchasing Agreement for this purchase.

**REQUIRED AUTHORIZATION**

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

10245 -GT Distributors, Inc. Purchase of Night Vision Surveillance Eqpt

Agenda Item#: 12.

**Summary:**

**GT DISTRIBUTORS, INC** for Night Vision Surveillance Equipment through the Interlocal Agreement for Cooperative Purchasing with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Houston Police Department - \$85,440.25 - Grant Fund

**Background:**

The Chief of the Houston Police Department and the City Purchasing Agent recommend that City Council approve the purchase of night vision surveillance equipment through the interlocal Agreement for Cooperative Purchasing with the Texas Local Government Purchasing Cooperative (Buyboard) for the Houston Police Department in the amount of \$85,440.25, and that authorization be given to issue a purchase order to the Buyboard contractor, GT Distributors, Inc.

The night vision surveillance equipment will be used by the Houston Police Department's SWAT Team to observe and identify objects and threats in crime environments at night. The night vision binoculars will come with a one-year warranty and will have a life expectancy of ten years. The helmet mounting system will come with a lifetime warranty.

This purchase is funded by a grant from the Mayor's Office of Homeland Security. The grant award will purchase:

- seven (7) L-3 Warrior Systems compact, lightweight night vision binoculars, each with the latest Gen3 image intensifier tubes, rubber eye cups, sacrificial windows, filters, battery pack, power cable, anti-fog wipes, lens cover and operator's manual; and
  
- seven (7) Wilcox helmet mounting hardware with low profile breakaway base and three-hole shroud with lanyard.

**Hire Houston First:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the Department is utilizing an Interlocal Agreement or Cooperative Purchasing Agreement for this purchase.

**Amount of Funding:**

Award Amount: \$85,440.25 - Federal Government Grants Fund (5000)

**Source of Funding:**

Grant Fund

**Contact Information:**

Joseph A. Fenninger, CFO and Deputy Director	HPD	713-308-1770
Clifton Journet, <i>Senior Staff Analyst</i>	HPD	713-308-1779
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726

**ATTACHMENTS:**

Description	Type
📎 RCA#10245-GT Distributors, Inc	Backup Material
📎 Form A (Fair Campaign Ord)	Backup Material
📎 Form B	Backup Material
📎 OBO Documents	Backup Material
📎 Tax Report	Backup Material

**REQUEST FOR COUNCIL ACTION**

RCA# 10245

TO: Mayor via City Secretary

**Subject:** Purchase of Night Vision Surveillance Equipment through the Texas Local Government Purchasing Cooperative (Buyboard) for the Houston Police Department  
S19-E25193

Category #  
4

Page 1 of 1

Agenda Item

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

October 10, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**

All

**For additional information contact:**

Joseph A. Fenninger *JAF 10/13/14* Phone: (713) 308-1770  
Ray DuRousseau Phone: (832) 393-8726

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve the purchase of night vision surveillance equipment from the Texas Local Government Purchasing Cooperative (Buyboard) in the total amount of \$85,440.25 for the Houston Police Department.

Award Amount: \$85,440.25

**Finance Budget**

*[Signature]*

\$85,440.25 - Federal Government Grants Fund (5000)

**SPECIFIC EXPLANATION:**

The Chief of the Houston Police Department and the City Purchasing Agent recommend that City Council approve the purchase of night vision surveillance equipment through the interlocal Agreement for Cooperative Purchasing with the Texas Local Government Purchasing Cooperative (Buyboard) for the Houston Police Department in the amount of \$85,440.25, and that authorization be given to issue a purchase order to the Buyboard contractor, GT Distributors, Inc.

The night vision surveillance equipment will be used by the Houston Police Department's SWAT Team to observe and identify objects and threats in crime environments at night. The night vision binoculars will come with a one-year warranty and will have a life expectancy of ten years. The helmet mounting system will come with a lifetime warranty.

This purchase is funded by a grant from the Mayor's Office of Homeland Security. The grant award will purchase:

- > seven (7) L-3 Warrior Systems compact, lightweight night vision binoculars, each with the latest Gen3 image intensifier tubes, rubber eye cups, sacrificial windows, filters, battery pack, power cable, anti-fog wipes, lens cover and operator's manual; and
- > seven (7) Wilcox helmet mounting hardware with low profile breakaway base and three-hole shroud with lanyard.

**Hire Houston First:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the Department is utilizing an Interlocal Agreement or Cooperative Purchasing Agreement for this purchase.

PR No. 10193361

Buyer: Roy Korthals

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

*[Signature]* 10/13/14

**CONTRACTOR SUBMISSION LIST FORM  
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint Venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas for further information.

This list is submitted under the provisions of § 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: GT Distributors, INC

Firm or Company Address: 2545 Brockton Dr. Suite 100 Austin, TX 78758

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and address:

**SOLE PROPRIETORSHIP**

Name \_\_\_\_\_  
Proprietor Address

**A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name \_\_\_\_\_  
Partner Address

Name \_\_\_\_\_  
Partner Address

**A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name None \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

CONTRACTOR SUBMISSION LIST FORM (CONTINUED)

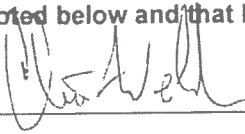
**LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")**

Name	<u>William J Orr Jr</u>	<u>2545 Brockton Dr. Suite 100 Austin TX 78758</u>
	<b>Officer</b>	<b>Address</b>
Name	<u>Timothy R. Brown</u>	<u>2545 Brockton Dr. Suite 100 Austin TX 78758</u>
	<b>Officer</b>	<b>Address</b>
Name	<u>Deborah S. Orr</u>	<u>2545 Brockton Dr. Suite 100 Austin TX 78758</u>
	<b>Officer</b>	<b>Address</b>

**LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")**

Name	<u>William Orr</u>	<u>2545 Brockton Dr. Suite 100 Austin TX 78758</u>
	<b>Owner</b>	<b>Address</b>
Name	<u>William J. Orr, Jr</u>	<u>2545 Brockton Dr. Suite 100 Austin TX 78758</u>
	<b>Owner</b>	
	<b>Address</b>	
Name	<u>Lori Stansell</u>	<u>100 McFarland Ave. Rossville, GA 30741</u>
	<b>Owner</b>	<b>Address</b>

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.



Preparer

Clint Welch

Printed name

Contracts & Managed Accounts Supervisor

Title

**NOTE:** This list constitutes a **government record**, as defined by § 37.01 of the Texas Penal Code.

**FORM B  
COMPILATION OF CONTRACTOR SUBMISSION LISTS  
CITY OF HOUSTON  
FAIR CAMPAIGN ORDINANCE**

**DEPARTMENT/DIVISION: Finance/Strategic Purchasing**

**CONTACT PERSON: Roy Korthals**

**PHONE NO. 832-393-8734**

**PURCHASE ORDER FOR: Purchase of Night Vision Surveillance Equipment  
through the Texas Local Government Purchasing Cooperative (Buyboard) for  
the Houston Police Department**

**To: GT Distributors, Inc.**

**DATE SUBMITTED TO CITY SECRETARY**

**-This Section is for City Secretary's Use Only-**

Date Received

Date on Agenda

Agenda Item Number



CITY OF HOUSTON  
OFFICE  
of  
BUSINESS OPPORTUNITY

Goal Modification  
Request Form

RECEIVED

SEP 03 2014

To: Assistant Director  
Office of Business Opportunity

Solicitation Number: PR # 10193661

OBO

Estimated Dollar Amount: \$ 80,844.05

From: Tim Crabb/Senior Contract Administrator

Requestor's Name/Title

Police

Department

Type of Solicitation: Bid  Proposal  Other

Name and Intent of this Solicitation: Purchase of night vision goggle ensembles that will be used by the bomb technicians to gain access to no light/low light venues and assess devices in no light/low light scenarios, as well as during tactical & breaching scenes while integrated with the HPD SWAT Unit.

PREVIOUS CONTRACT (if any): Yes  No

Goal on Last Contract: \_\_\_\_\_ Was Goal Met: Yes  No

If goal was not met, what percentage did the vendor achieve? \_\_\_\_\_

Why wasn't goal achieved: \_\_\_\_\_

PLEASE SELECT THE TYPE OF GOAL MODIFICATION REQUESTED FROM THE OPTIONS BELOW (Waiver, Reduced Goal, Goal Revision After Advertisement, OR Cooperative or Inter-Local Agreement)

WAIVER

I am requesting a waiver of the MWBE Goal: Yes  No

Reason for waiver:

- A public or administrative emergency exists which requires the goods or services to be provided with unusual immediacy;
- The service or goods requested are of such a specialized, technical or unique nature as to require the City department to be able to select its contractor without application of MWSBE provisions (such as contracts for expert witnesses, certain financial advisors or technical consultants);
- If application of MWSBE provisions would impose an unwarranted economic burden or risk on the City or unduly delay acquisition of the goods or services, or would otherwise not be in the best interest of the City; or



If the possible MWSBE participation level based on MWSBE availability would produce negligible MWSBE participation.

Other: \_\_\_\_\_

Detailed Explanation of waiver reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REDUCED GOAL (To be completed by the department prior to advertisement)**

I am requesting a MWBE contract-specific goal below the following citywide goals:

Construction (34%); Professional Services (24%); Purchasing (11%)

Yes  No  If yes, complete a Contract-Specific Goal Setting Worksheet and submit with this form

**GOAL REVISION AFTER ADVERTISEMENT**

I am requesting a revision of the MWBE Goal: Yes  No

Original Goal: \_\_\_\_\_ New Proposed Goal: \_\_\_\_\_

Advertisement Date: \_\_\_\_\_ Number of Solicitations Received: \_\_\_\_\_ Estimated Dollar Amount: \$ \_\_\_\_\_

Detailed reason for request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COOPERATIVE OR INTER-LOCAL AGREEMENT**

Is this a Cooperative/Inter-Local Purchasing Agreement? Yes  No  Goal Requested: 0 %

If yes, what type: Buy Board Contract # 432-13 Yes  No

Did Department explore opportunities for using certified firms? Yes  No  N/A

If no, please explain why not: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Concurrence:**

Tai Pitt  
Department Initiator

9-3-14  
Date

Tai Pitt  
Department Director or Designee

9-3-14  
Date

**Approved by:**

Wade Conway  
OBO Assistant Director or Designee

9/10/14  
Date

OBO Tracking #: W-229

OBO Reason: CO-OP/  
BUY-BOARD

Pursuant to Section 15-124(e) of the Code of Ordinances of the COH, the Office of the City Controller certifies that the tax delinquency status for the current tax year is listed below for the contracting entities contained in this log.



On behalf of Ronald C. Green, City Controller

Notice  
 MARCH 2014 -  
 FEBRUARY 2015  
 OWNERS OR OFFICERS

File	Company Name/Address	5%	Account No.	City Tax	County Tax	Years	Notes
10-9-14	GT DISTRIBUTORS, INC WILLIAM J ORR, JR 2545 BROCKTON DR, STE. 100 AUSTIN, TX 78758		no del found				no account found at HCTO
	NONE						

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

HITS - Dell- Microsoft licenses for desktops

Agenda Item#: 13.

**Summary:**

**DELL FINANCIAL SERVICES, LLC** for payment for Enterprise Agreement for Microsoft Software Licenses for the Fleet of City Desktops - \$4,302,829.05 - General and Other Funds

**Background:**

**SPECIFIC EXPLANATION:**

The Chief Information Officer (CIO) recommends that City Council approve a motion authorizing Houston Information Technology Services (HITS) to issue a purchase order to Dell Financial Services, LLC in an amount not to exceed \$4,302,829.05 for the FY15 Microsoft license compliance payment for the fleet of City desktops.

HITS obtained approval by Ordinance 2014-807 on September 3, 2014 to appropriate funds from the Equipment Acquisition Consolidated Fund (1800) for the FY15 Microsoft Software Enterprise Agreement payment, but the language requesting the motion for the payment failed to make it on the Agenda. As a result, we are coming back to Council to request approval of a motion for payment.

**BACKGROUND:**

In 2009, HITS on behalf of the City of Houston, negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet PCs. The purpose of this agreement was to continue the process of updating the City's technology to current software standards and ensure that the City remains in compliance with stringent software licensing requirements. This master agreement was divided into 5 separate annual tiered agreements (implemented 1 agreement per year over a 5 year period), which would be consolidated into a master maintenance agreement once all of the tiered agreements have been fully purchased. This is the 5th and final tier.

The City was able to procure the 0% financing package through Dell Financial Services, LLC in order to remain in compliance with Microsoft licensing and continue the use of both the Windows operating system and Microsoft Office suite products.

The original agreement was awarded on January 25, 2012 by Ordinance No. 2012-68 to replace the existing 2009 commitment with Dell Financial Services, LLC. On June 26, 2012, after a license count revealed a compliance issue, an amending agreement was awarded by Ordinance No. 2012-607.

Payments have come from a combination of Central Services Chargeback Fund (1002) and Capital Funds (1800), which required annual Council approval. The payment schedule is as follows:

Fiscal Year	Payment Date	Opening Balance	Payment	Balance
2012	11/01/2011	\$12,934,902.22	\$518,617.20	\$12,416,285.02
2012	12/01/2011	\$12,416,285.02	\$1,036,793.00	\$11,379,920.02
			\$(3,054,425.26)	
2013	12/01/2012**	\$11,379,492.02	**	\$8,325,066.76
			\$2,978,895.06	
2014	12/01/2013***	\$8,325,066.76	\$4,022,237.71	\$4,302,829.05
2015	12/01/2014***	\$4,302,829.05	\$4,302,829.05	\$ -

\*\* One-time Payment reduction of \$75,530.20.

\*\*\* Payments come from EAF (1800) approved in the CIP plan and Central Service Chargeback Fund (1002). Each payment requires Council approval.

**PROJECTED COSTS:**

Beginning in FY16, we will only be required to make payments for software assurance (maintenance). The annual maintenance cost will be budgeted on a yearly basis.

**PAY OR PLAY:**

This procurement is exempt from the City’s Pay or Play Ordinance. Bids/proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

**HIRE HOUSTON FIRST:**

This procurement is exempt from the City’s Hire Houston First Ordinance. Bids/Proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

Attachments:

- M/WBE Zero-Percent Goal Document Approved by the Office of Business Opportunity
- M/WBE Waiver Request – Additional Information
- Dell Financial Services Fair Campaign Ordinance
- Dell Financial Services Clear Tax Report
- Dell Financial Services Affidavit of Ownership
- HITS Dell Financial Services RCA
- Agenda Item 27 on September 3, 2014

**Prior Council Action:**

Ordinances: 2014-807: 09/03/14, 2013-724: 08/14/13, 2012-1053: 12/12/12, 2012-621: 07/03/12, 2012-607: 06/27/12  
Motions: 2012-858: 12/19/12

**Amount of Funding:**

\$1,563,000.00 - FY15 Equipment Acquisition Consolidated Fund (1800) Previously Appropriated  
\$2,595,801.79 - FY15 Central Services Chargeback Fund (1002)  
\$ 144,027.26 - FY15 General Fund (1000)  
\$4,302,829.05 - FY15 TOTAL

**Source of Funding:**

General Fund, Other (Specify)

Equipment Acquisition Consolidated Fund (1800) Previously Appropriated Central Services Chargeback Fund (1002)

**Contact Information:**

Somayya Scott  
(832)393-0082

**ATTACHMENTS:**

Description	Type
☐ RCA	Backup Material
☐ HIT-Dell Microsoft- MSEA MWBE Waiver	Backup Material
☐ HIT-Dell Microsoft - IOC to OBO- MSEA Waiver Memo	Backup Material
☐ HIT-Dell Microsoft- Prior Council Action	Backup Material
☐ HIT-Dell Microsoft - Fair Campaign Ordinance	Backup Material
☐ HIT-Dell Microsoft- Tax report	Backup Material
☐ HIT-Dell Microsoft- Affidavit of Ownership	Backup Material

**REQUEST FOR COUNCIL ACTION**

RCA# 2014LS14

TO: Mayor via City Secretary

Subject: Approve a Motion to Authorize Payment for the Enterprise Agreement with Dell Financial Services, LLC for Microsoft Software Licenses for the Fleet of City Desktops

Category #

Page 1 of 2

Agenda Item

**FROM (Department or other point of origin):**  
Charles T. Thompson  
Chief Information Officer  
Houston Information Technology Services

**Origination Date**  
September 15, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**

*CUT*  
 10-14-2014

**Council District(s) affected**  
All

**For additional information contact:**  
Somayya Scott                      Phone: (832) 393-0082

**Date and Identification of prior authorizing Council Action:**  
Ordinances: 2014-807: 09/03/14, 2013-724: 08/14/13, 2012-1053: 12/12/12, 2012-621: 07/03/12, 2012-607: 06/27/12  
Motions: 2012-858: 12/19/12

**RECOMMENDATION: (Summary)**

Approve a motion to authorize the FY15 payment of \$4,302,829.05 to Dell Financial Services, LLC for Microsoft software and license maintenance services for the fleet of city desktops.

**AMOUNT & SOURCE OF FUNDING:**

\$1,563,000.00 - FY15 Equipment Acquisition Consolidated Fund (1800) **Previously Appropriated**  
\$2,595,801.79 - FY15 Central Services Chargeback Fund (1002)  
\$ 144,027.26 - FY15 General Fund (1000)  
\$4,302,829.05 - FY15 TOTAL

**Finance Budget**

**SPECIFIC EXPLANATION:**

The Chief Information Officer (CIO) recommends that City Council approve a motion authorizing Houston Information Technology Services (HITS) to issue a purchase order to Dell Financial Services, LLC in an amount not to exceed \$4,302,829.05 for the FY15 Microsoft license compliance payment for the fleet of City desktops.

HITS obtained approval by Ordinance 2014-807 on September 3, 2014 to appropriate funds from the Equipment Acquisition Consolidated Fund (1800) for the FY15 Microsoft Software Enterprise Agreement payment, but the language requesting the motion for the payment failed to make it on the Agenda. As a result, we are coming back to Council to request approval of a motion for payment.

**BACKGROUND:**

In 2009, HITS on behalf of the City of Houston, negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet PCs. The purpose of this agreement was to continue the process of updating the City's technology to current software standards and ensure that the City remains in compliance with stringent software licensing requirements. This master agreement was divided into 5 separate annual tiered agreements (implemented 1 agreement per year over a 5 year period), which would be consolidated into a master maintenance agreement once all of the tiered agreements have been fully purchased. This is the 5<sup>th</sup> and final tier.

The City was able to procure the 0% financing package through Dell Financial Services, LLC in order to remain in compliance with Microsoft licensing and continue the use of both the Windows operating system and Microsoft Office suite products.

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

Date: 09/15/2014	Subject: Approve a Motion to Authorize Payment for the Enterprise Agreement with Dell Financial Services, LLC for Microsoft Software Licenses for the Fleet of City Desktops	Originator's Initials LS	Page 2 of 2
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The original agreement was awarded on January 25, 2012 by Ordinance No. 2012-68 to replace the existing 2009 commitment with Dell Financial Services, LLC. On June 26, 2012, after a license count revealed a compliance issue, an amending agreement was awarded by Ordinance No. 2012-607.

Payments have come from a combination of Central Services Chargeback Fund (1002) and Capital Funds (1800), which required annual Council approval. The payment schedule is as follows:

Fiscal Year	Payment Date	Opening Balance	Payment	Balance
2012	11/01/2011	\$ 12,934,902.22	\$ 518,617.20	\$ 12,416,285.02
2012	12/01/2011	\$ 12,416,285.02	\$ 1,036,793.00	\$ 11,379,492.02
2013	12/01/2012 **	\$ 11,379,492.02	\$ (3,054,425.26)**	\$ 8,325,066.76
			\$ 2,978,895.06	
2014	12/01/2013 ***	\$ 8,325,066.76	\$ 4,022,237.71	\$ 4,302,829.05
2015	12/01/2014 ***	\$ 4,302,829.05	\$ 4,302,829.05	\$ -

\*\* One-time Payment reduction of \$75,530.20.

\*\*\* Payments come from EAF (1800) approved in the CIP plan and Central Service Chargeback Fund (1002). Each payment requires Council approval.

**PROJECTED COSTS:**

Beginning in FY16, we will only be required to make payments for software assurance (maintenance). The annual maintenance cost will be budgeted on a yearly basis.

**PAY OR PLAY:**

This procurement is exempt from the City's Pay or Play Ordinance. Bids/proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

**HIRE HOUSTON FIRST:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/Proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

Attachments: M/WBE Zero-Percent Goal Document Approved by the Office of Business Opportunity  
M/WBE Waiver Request – Additional Information



**CITY OF HOUSTON**  
OFFICE  
of  
**BUSINESS OPPORTUNITY**

**Goal Modification  
Request Form**

To: Assistant Director  
Office of Business Opportunity

Solicitation Number: N/A

Estimated Dollar Amount: \$ 4,302,829.05

From: Tina Carkhuff, Deputy Director  
Requestor's Name/Title  
Houston IT Services  
Department

Type of Solicitation: Bid  Proposal  Other

Name and Intent of this Solicitation: Dell Financial Services, LLC; Payment of Microsoft licenses and software maintenance for the fleet of City desktops

PREVIOUS CONTRACT (if any): Yes  No   
Goal on Last Contract: 0% Was Goal Met: Yes  No   
If goal was not met, what percentage did the vendor achieve? \_\_\_\_\_  
Why wasn't goal achieved: N/A

**PLEASE SELECT THE TYPE OF GOAL MODIFICATION REQUESTED FROM THE OPTIONS BELOW** (*Waiver, Reduced Goal, Goal Revision After Advertisement, OR Cooperative or Inter-Local Agreement*)

**WAIVER**

I am requesting a waiver of the MWBE Goal: Yes  No

**Reason for waiver:**

- A public or administrative emergency exists which requires the goods or services to be provided with unusual immediacy;
- The service or goods requested are of such a specialized, technical or unique nature as to require the City department to be able to select its contractor without application of MWSBE provisions (such as contracts for expert witnesses, certain financial advisors or technical consultants);
- If application of MWSBE provisions would impose an unwarranted economic burden or risk on the City or unduly delay acquisition of the goods or services, or would otherwise not be in the best interest of the City; or



If the possible MWSBE participation level based on MWSBE availability would produce negligible MWSBE participation.

Other: \_\_\_\_\_

**Detailed Explanation of waiver reason:** HITS negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet of 14,000 PCs. Since this agreement is to finance the purchase of licenses and software

**REDUCED GOAL (To be completed by the department prior to advertisement)**

I am requesting a MWBE contract-specific goal below the following citywide goals:

Construction (34%); Professional Services (24%); Purchasing (11%)

Yes  No  If yes, complete a Contract-Specific Goal Setting Worksheet and submit with this form.

**GOAL REVISION AFTER ADVERTISEMENT**

I am requesting a revision of the MWBE Goal: Yes  No

Original Goal: \_\_\_\_\_ New Proposed Goal: \_\_\_\_\_

Advertisement Date: \_\_\_\_\_ Number of Solicitations Received: \_\_\_\_\_ Estimated Dollar Amount: \$ \_\_\_\_\_

**Detailed reason for request:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please see Attached For detailed/contin explanation.*

**COOPERATIVE OR INTER-LOCAL AGREEMENT**

Is this a Cooperative/Inter-Local Purchasing Agreement? Yes  No  Goal Requested: 0%

If yes, what type: \_\_\_\_\_ Yes  No

Did Department explore opportunities for using certified firms? Yes  No  N/A

**If no, please explain why not:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Concurrence:**

[Signature] 07/30/14  
Department Initiator Date

[Signature] 07/30/14  
Department Director or Designee Date

**Approved by:**

[Signature] 8/14/14  
OBO Assistant Director or Designee Date

OBO Tracking #: W-209

OBO Reason: Non-Divisible



# CITY OF HOUSTON

Houston IT Services

## Interoffice

Correspondence

**To:** Monica Dennis  
Procurement Specialist  
Office of Business Opportunity

**From:** Jamil Whalen  
Contract Administrator

**Date:** 8/6/2014

**Subject:** Microsoft Enterprise License  
Agreement: MWBE Waiver Request –  
Additional Information

Good morning Monica-

Per your instructions, I am submitting this memo to include the information that could not fit on the MWBE Goal Modification Form sent earlier this week.

**Reason for waiver:**

- If the possible MWSBE participation level based on MWSBE availability would produce negligible MWSBE participation.

**Detailed Explanation of waiver reason:** "HITS negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet of 14,000 PCs. Since this agreement is to finance the purchase of licenses and software maintenance, there is no opportunity to distribute the work. Therefore, there is no opportunity for M/WBE subcontracting."

Should you need clarification or additional information, please call me at 832-393-0220

Thank you,

*Jamil Whalen*

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 2014LS10

Subject: Approve an Ordinance to Appropriate Funds from the Equipment Acquisition Consolidated Fund (1800) and Approve a Motion to Authorize Payment for the Enterprise Agreement with Dell Financial Services, LLC for Microsoft Software Licenses for the Fleet of City Desktops

Category #

Page 1 of 2

Agenda Item

**FROM (Department or other point of origin):**  
Charles T. Thompson  
Chief Information Officer  
Houston Information Technology Services

**Origination Date**  
July 22, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**



**Council District(s) affected**  
All

**For additional information contact:**  
Somayya Scott Phone: (832) 393-0082

**Date and Identification of prior authorizing Council Action:**  
Ordinances: 2013-724: 08/14/13, 2012-1053: 12/12/12, 2012-621: 07/03/12, 2012-607: 06/27/12  
Motions: 2012-858: 12/19/12

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$1,563,000.00 out of the Equipment Acquisition Consolidated Fund (1800) and approve a motion to authorize the FY15 payment of \$4,302,829.05 for Microsoft software and license maintenance services for the fleet of city desktops awarded to Dell Financial Services LLC.

**AMOUNT & SOURCE OF FUNDING:**

\$1,563,000.00 - FY15 Equipment Acquisition Consolidated Fund (1800)  
\$2,595,801.79 - FY15 Central Services Chargeback Fund (1002)  
\$ 144,027.26 - FY15 General Fund (1000)  
\$4,302,829.05 - FY15 TOTAL

**Finance Budget**

**SPECIFIC EXPLANATION:**

The Chief Information Officer (CIO) recommends that City Council approve an ordinance authorizing the appropriation of \$1,563,000.00 out of the Equipment Acquisition Consolidated Fund (1800) and approve a motion authorizing HITS to issue a purchase order for the FY15 payment of \$4,302,829.05 for Microsoft license compliance costs for the fleet of City desktops.

**BACKGROUND:**

In 2009, HITS on behalf of the City of Houston, negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet PCs. The purpose of this agreement was to continue the process of updating the City's technology to current software standards and ensure that the City remains in compliance with stringent software licensing requirements. This master agreement was divided into 5 separate annual tiered agreements (implemented 1 agreement per year over a 5 year period), which would be consolidated into a master maintenance agreement once all of the tiered agreements have been fully purchased. This is the 5<sup>th</sup> and final tier.

The City was able to procure the 0% financing package through Dell Financial Services, LLC in order to remain in compliance with Microsoft licensing and continue the use of both the Windows operating system and Microsoft Office suite products.

The original agreement was awarded on January 25, 2012 by Ordinance No. 2012-68 to replace the existing 2009 commitment with Dell Financial Services, LLC. On June 26, 2012, after a license count revealed a compliance issue, an amending agreement was awarded by Ordinance No. 2012-607.

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

**NOT**

Date: 07/22/2014	Subject: Approve an Ordinance to Appropriate Funds from the Equipment Acquisition Consolidated Fund (1800) and Approve a Motion to Authorize Payment for the Enterprise Agreement with Dell Financial Services, LLC for Microsoft Software Licenses for the Fleet of City Desktops	Originator's Initials LS	Page 2 of 2
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Payments have come from a combination of Central Services Chargeback Fund (1002) and Capital Funds (1800), which required annual Council approval. The payment schedule is as follows:

Fiscal Year	Payment Date	Opening Balance	Payment	Balance
2012	11/01/2011	\$ 12,934,902.22	\$ 518,617.20	\$ 12,416,285.02
2012	12/01/2011	\$ 12,416,285.02	\$ 1,036,793.00	\$ 11,379,492.02
2013	12/01/2012 **	\$ 11,379,492.02	\$ (3,054,425.26)** \$ 2,978,895.06	\$ 8,325,066.76
2014	12/01/2013 ***	\$ 8,325,066.76	\$ 4,022,237.71	\$ 4,302,829.05
2015	12/01/2014 ***	\$ 4,302,829.05	\$ 4,302,829.05	\$ -

\*\* One-time Payment reduction of \$75,530.20.

\*\*\* Payments come from EAF (1800) approved in the CIP plan and Central Service Chargeback Fund (1002). Each payment requires Council approval.

**PROJECTED COSTS:**

Beginning in FY16, we will only be required to make payments for software assurance (maintenance). The annual maintenance cost will be budgeted on a yearly basis in the Central Services Chargeback Fund.

**PAY OR PLAY:**

This procurement is exempt from the City's Pay or Play Ordinance. Bids/proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

**HIRE HOUSTON FIRST:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/Proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

Attachment: MWBE Zero-Percent Goal Document Approved by the Office of Business Opportunity

WBS # X-688000

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 9/3/2014

ALL

Item Creation Date: 7/22/2014

HITS-Approp Funds from EAC & approve Pymt to Dell Financial Services, LLC

Agenda Item#: 27.

**Summary:**

ORDINANCE appropriating \$1,563,000.00 out of Equipment Acquisition Consolidated Fund for the Enterprise Management Agreement between the City of Houston and **DELL FINANCIAL SERVICES, LLC** for Microsoft Software and License Maintenance Services for the fleet of City desktops (Approved by Ordinance No. 2012-621) for the Houston Information Technology Services Department

**Background:**

**SPECIFIC EXPLANATION:**

The Chief Information Officer (CIO) recommends that City Council approve an ordinance authorizing the appropriation of \$1,563,000.00 out of the Equipment Acquisition Consolidated Fund (1800) and approve a motion authorizing HITS to issue a purchase order for the FY 15 payment of \$4,302,829.05 for Microsoft license compliance costs for the fleet of City desktops.

**BACKGROUND:**

In 2009, HITS on behalf of the City of Houston, negotiated and entered into a tiered, multi-year Microsoft Enterprise License Agreement to purchase licenses and software maintenance services for a fleet PCs. The purpose of this agreement was to continue the process of updating the City's technology to current software standards and ensure that the City remains in compliance with stringent software licensing requirements. This master agreement was divided into 5 separate annual tiered agreement (implemented 1 agreement per year over a 5 year period), which would be consolidated into a master maintenance agreement once all of the tiered agreements have been fully purchased. This is the 5<sup>th</sup> and final tier.

The City was able to procure the 0% financing package through Dell Financial Services, LLC in order to remain in compliance with Microsoft licensing and continue the use of both the Windows operating system and Microsoft Office suite products.

The original agreement was awarded on January 25, 2012 by Ordinance No. 2012-68 to replace the existing 2009 commitment with Dell Financial Services, LLC. On June 26, 2012, after a license count revealed a compliance issue, an amending agreement was awarded by Ordinance No. 2012-607.

Payments have come from a combination of Central Services Chargeback Fund (1002) and Capital Funds (1800), which required annual Council approval. The payment schedule is as follows:

Fiscal Year	Payment Date	Opening Balance	Payment	Balance
2012	11/01/2011	\$12,938,902.22	\$ 518,617.20	\$12,416,285.02
2012	12/01/2011	\$12,416,285.02	\$(3,054,425.25)**	\$11,379,492.02
2013	12/01/2012 **	\$11,379,492.02	\$ 2,978,895.06	\$ 8,325,066.76
2014	12/01/2013 ***	\$ 8,325,066.76	\$ 4,022,237.71	\$ 4,302,829.05
2015	12/01/2014 ***	\$ 4,302,802.05	\$ 4,302,829.05	\$ -

\*\* One-time Payment reduction of \$75,530.20

\*\*\* Payments come from EAF (1800) approved in the CIP plan and Central Service Chargeback Fund (1002). Each payment requires Council approval.

**PROJECTED COSTS:**

Beginning in FY 16, we will only be required to make payments for software assurance (maintenance). The annual maintenance cost will be budgeted on a yearly basis in the Central Service Chargeback Fund.

**PAY or PLAY:**

This procurement is exempt from the City's Pay or Play Ordinance. Bids/proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

**HIRE HOUSTON FIRST:**

This procurement is exempt from the City's Hire Houston First Ordinance. Bids/Proposals were not solicited because an Interlocal/Cooperative Purchasing Agreement is being utilized for this purchase.

**Prior Council Action:**

Ordinances: 2013-0724: 08/04/13  
2012-1053: 12/12/12  
2012-0621: 07/03/12  
2012-0607: 06/27/12

Motions: 2013-0858: 12/19/12

**Amount of Funding:**

\$1,563,000.00 - FY15 Equipment Acquisition Consolidated Fund (1800)  
\$2,595,801.79 - FY15 Central Service Chargeback Fund (1002)  
\$ 144,027.26 - FY15 General Fund (1000)  
**\$4,302,829.05 - FY15 TOTAL**

**Source of Funding:**

General Fund

**Contact Information:**

Somayya Scott **Phone:** (832) 393-0082

**ATTACHMENTS:**

Description	Type
▣ HITS-Dell Financial RCA	Resolution Letter
▣ HITS-Dell Financial OBO	Resolution Letter
▣ HITS-Dell Financial OBO additional backup	Resolution Letter
▣ HITS-Dell Financial Fair Campaign	Resolution Letter
▣ HITS-Dell Financial Delinquent Tax Report	Resolution Letter
▣ HITS-Dell Financial Affidavit of Ownership	Resolution Letter
▣ HITS-Dell Financial CAPTION	Resolution Letter

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

10173 - Evoqua Water Technologies, LLC

Agenda Item#: 14.

**Summary:**

**EVOQUA WATER TECHNOLOGIES, LLC** for Chemical, Liquid Calcium Nitrate for Department of Public Works & Engineering - \$1,800,890.00 and **APPROVE** payment in the amount of \$300,000.00 for Emergency Purchase of Liquid Calcium Nitrate for Department of Public Works & Engineering - Enterprise Fund

**Background:**

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an award to Evoqua Water Technologies, LLC on its low bid in an amount not to exceed \$1,800,890.00 for liquid calcium nitrate for the Public Works & Engineering Department. It is further requested that authorization be given to make purchases, as needed, for a 60-month period. This award, consisting of approximately 910,000 gallons of liquid calcium nitrate, will be utilized on a daily basis by the Department's Wastewater Operations (WWO) to abate hydrogen sulfide odor and corrosion in the City's wastewater treatment plants and satellite collection systems as promulgated by Federal and State regulations.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Six prospective bidders downloaded the solicitation document from SPD's e-bidding website, and three bids were received as outlined below:

<b><u>COMPANY</u></b>	<b><u>BID TOTAL</u></b>
1. <b>Evoqua Water Technologies, LLC</b>	<b>\$1,800,890.00</b>
2. Globe Electric Supply, Inc.	\$1,847,300.00
3. Hybas International, LLC	\$2,156,700.00

It is also recommended that City Council approve payment to Evoqua Water Technologies, LLC in an amount not to exceed \$300,000.00 for the purchase of approximately 147,783 gallons of liquid calcium nitrate required for on-going WWO requirements prior to City Council's approval of this award, and that authorization be given to issue an automated (SAP) purchase order.

The aforementioned recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

**M/WBE Subcontracting:**

This bid was issued with an 11% goal for M/WBE participation.

**Evoqua Water Technologies, LLC** has designated the below-named company as its certified M/WBE subcontractor.

<b><u>NAME</u></b>	<b><u>TYPE OF WORK</u></b>	<b><u>DOLLAR AMOUNT</u></b>
Trinity Freight Services	Delivery Services	\$198,097.90

This award will be monitored by the Office of Business Opportunity.

**Hire Houston First:**

The proposed award requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed supplier does not meet the requirements of Hire Houston First; even though one Hire Houston First firm was within three percent, the vendor did not meet specifications.

**Estimated Spending Authority**

--	--	--

<b>Department</b>	<b>FY 2015</b>	<b>Out Years</b>	<b>Total</b>
Public Works & Engineering	\$478,918.78	\$1,321,971.22	\$1,800,890.00

**Amount of Funding:**

Estimated Spending Authority: \$1,800,890.00 - Water & Sewer System Operating Fund (8300)

**Source of Funding:**

Enterprise Fund

**Contact Information:**

David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Martin L. King, Sr. Staff Analyst	SPD	832-393-8705

**ATTACHMENTS:**

Description	Type
☐ RCA#10173-Evoque Water Technologies	Backup Material
☐ Form A (Fair Campaigning Ord)	Backup Material
☐ Form B	Backup Material
☐ Department approval	Backup Material
☐ Tax Report	Backup Material
☐ Bid Tab	Backup Material
☐ OBO Documents	Backup Material

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 10173

**Subject:** Formal Bids Received for Chemical, Liquid Calcium Nitrate for the Public Works & Engineering Department  
S12-S24993

Category #  
4

Page 1 of 2

Agenda Item

**FROM (Department or other point of origin):**

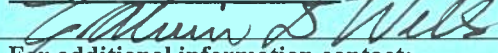
Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

October 01, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**



**Council District(s) affected**

All

**For additional information contact:**

David Guernsey                      Phone: (832) 395-3640  
Ray DuRousseau                      Phone: (832) 393-8726

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an award to Evoqua Water Technologies, LLC on its low bid in an amount not to exceed \$1,800,890.00 for liquid calcium nitrate and approve payment to Evoqua Water Technologies, LLC in an amount not to exceed \$300,000.00 for the emergency purchase of liquid calcium nitrate for the Public Works & Engineering Department.

Estimated Spending Authority: \$1,800,890.00

**Finance Budget**

\$1,800,890.00 - Water & Sewer System Operating Fund (8300)

**SPECIFIC EXPLANATION:**

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an award to Evoqua Water Technologies, LLC on its low bid in an amount not to exceed \$1,800,890.00 for liquid calcium nitrate for the Public Works & Engineering Department. It is further requested that authorization be given to make purchases, as needed, for a 60-month period. This award, consisting of approximately 910,000 gallons of liquid calcium nitrate, will be utilized on a daily basis by the Department's Wastewater Operations (WWO) to abate hydrogen sulfide odor and corrosion in the City's wastewater treatment plants and satellite collection systems as promulgated by Federal and State regulations.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Six prospective bidders downloaded the solicitation document from SPD's e-bidding website, and three bids were received as outlined below:

<u>COMPANY</u>	<u>BID TOTAL</u>
1. Evoqua Water Technologies, LLC	\$1,800,890.00
2. Globe Electric Supply, Inc.	\$1,847,300.00
3. Hybas International, LLC	\$2,156,700.00

It is also recommended that City Council approve payment to Evoqua Water Technologies, LLC in an amount not to exceed \$300,000.00 for the purchase of approximately 147,783 gallons of liquid calcium nitrate required for on-going WWO requirements prior to City Council's approval of this award, and that authorization be given to issue an automated (SAP) purchase order.

The aforementioned recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

Date: 10/1/2014	Subject: Formal Bids Received for Chemical, Liquid Calcium Nitrate for the Public Works & Engineering Department S12-S24993	Originator's Initials MK	Page 2 of 2
--------------------	---	--------------------------------	-------------

**M/WBE Subcontracting:**

This bid was issued with an 11% goal for M/WBE participation.

**Evoqua Water Technologies, LLC** has designated the below-named company as its certified M/WBE subcontractor.

<u>NAME</u>	<u>TYPE OF WORK</u>	<u>DOLLAR AMOUNT</u>
Trinity Freight Services	Delivery Services	\$198,097.90

This award will be monitored by the Office of Business Opportunity.

**Hire Houston First:**

The proposed award requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed supplier does not meet the requirements of Hire Houston First; even though one Hire Houston First firm was within three percent, the vendor did not meet specifications.

Buyer: Martin L. King

**Estimated Spending Authority**

<u>Department</u>	<u>FY 2015</u>	<u>Out Years</u>	<u>Total</u>
Public Works & Engineering	\$478,918.78	\$1,321,971.22	\$1,800,890.00

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 10173**

**Subject:** Formal Bids Received for Chemical, Liquid Calcium Nitrate for the Public Works & Engineering Department S12-S24993

Category #  
4

Page 1 of 2

Agenda Item

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

October 01, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**

**Council District(s) affected**  
All

**For additional information contact:**

David Guernsey Phone: (832) 395-3640  
Ray DuRousseau Phone: (832) 393-8726

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an award to Evoqua Water Technologies, LLC on its low bid in an amount not to exceed \$1,800,890.00 for liquid calcium nitrate and approve payment to Evoqua Water Technologies, LLC in an amount not to exceed \$300,000.00 for the emergency purchase of liquid calcium nitrate for the Public Works & Engineering Department.

Estimated Spending Authority: \$1,800,890.00

**Finance Budget**

\$1,800,890.00 - Water & Sewer System Operating Fund (8300)

**SPECIFIC EXPLANATION:**

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an award to Evoqua Water Technologies, LLC on its low bid in an amount not to exceed \$1,800,890.00 for liquid calcium nitrate for the Public Works & Engineering Department. It is further requested that authorization be given to make purchases, as needed, for a 60-month period. This award, consisting of approximately 910,000 gallons of liquid calcium nitrate, will be utilized on a daily basis by the Department's Wastewater Operations (WVO) to abate hydrogen sulfide odor and corrosion in the City's wastewater treatment plants and satellite collection systems as promulgated by Federal and State regulations.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Six prospective bidders downloaded the solicitation document from SPD's e-bidding website, and three bids were received as outlined below:

<b><u>COMPANY</u></b>	<b><u>BID TOTAL</u></b>
1. Evoqua Water Technologies, LLC	\$1,800,890.00
2. Globe Electric Supply, Inc.	\$1,847,300.00
3. Hybas International, LLC	\$2,156,700.00

It is also recommended that City Council approve payment to Evoqua Water Technologies, LLC in an amount not to exceed \$300,000.00 for the purchase of approximately 147,783 gallons of liquid calcium nitrate required for on-going WVO requirements prior to City Council's approval of this award, and that authorization be given to issue an automated (SAP) purchase order.

The aforementioned recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

**REQUIRED AUTHORIZATION**

*65CDW/10173*

Finance Department:

Other Authorization:

Other Authorization:

*Dale A. Rudick*

**City of Houston**  
**Bid Tabulation**  
**for**  
**Chemicals, Liquid Calcium Nitrate**  
**for**  
**Public Works & Engineering Department**  
**S24993 - Close Date: 5/8/2014 10:30:00 AM**

<b>Bids Received: 3</b>		<b>Evoqua Water Technologies, LLC</b>	<b>Globe Electric Supply Inc</b>	<b>HYBAS INTERNATIONAL LLC</b>
<b>Item #</b>	<b>Description</b>	<b>941-359-7908</b>	<b>281-933-0909</b>	<b>281-855-6029</b>
<b>Qty</b>	<b>U/M</b>	<b>144110</b>	<b>110944</b>	<b>140217</b>
<b>Unit Price</b>	<b>Line Total</b>	<b>Unit Price</b>	<b>Line Total</b>	<b>Unit Price</b>
<b>Line Total</b>	<b>Line Total</b>	<b>Line Total</b>	<b>Line Total</b>	<b>Line Total</b>
1	CHEMICAL, LIQUID CALCIUM NITRATE Chemical, Bulk Liquid Calcium Nitrate Solution, containing a minimum of 3.5 lbs. of nitrate oxygen per gallon lots. To be delivered in truckload quantities in more than 4000 gallon lots to designated City locations per specifications.	910000 GAL \$1.98 <b>\$1,800,890.00</b>	\$2.03 \$1,847,300.00 <b>\$1,847,300.00</b>	\$2.37 \$2,156,700.00 <b>\$2,156,700.00</b>
		<b>Sub-Total:</b>		
Demurrage Charge for wait times over two hours		\$0.00	\$0.00	\$0.00
2	Demurrage Charge after two hours of unloading time caused by negligence on the part of the City	6 H \$0.00	\$0.00	\$0.00
3	Order Cancellation Fee. Contractor charge for failure by the City of Houston to provide notice of cancellation at least two hours prior to a scheduled delivery.	1 EA \$0.00	\$0.00	\$0.00
		<b>Sub-Total:</b>		
<b>Grand Total:</b>		<b>\$1,800,890.00</b>	<b>\$1,847,300.00</b>	<b>\$2,156,700.00</b>

\*\*Did not meet specifications



Buyer: Martin L. King

\*\* See support documentation for additional information.



ATTACHMENT " "

**Sample Letter of Intent**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.**

To: City of Houston  
Administering Department

Date: 9/30/14

Project Name and Number Chemical, Liquid Calcium Nitrate Supply

Bid Amount: \$1,800,890.00 M/W/DBE Goal: 11%

Evoqua Water Technologies, LLC agrees to enter into a contractual agreement  
Prime Contractor

with Trinity Freight Services, who will provide the following goods/  
MWBE Subcontractor

services in connection with the above referenced contract.

Delivery Services

for an estimated amount of \$ 198,097.90 or 11 % of the total contract value.

Trinity Freight Services is currently certified with the City of Houston's  
(MW/DBE Subcontractor) Office of Business of Opportunity Office to function in the  
aforementioned capacity

Evoqua Water Technologies, LLC  
Prime Contractor

Trinity Freight Services  
MW/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

[Signature]  
Signed (Prime Contractor)

[Signature]  
Signed (MW/DBE Subcontractor)

JAMES KOPSIC  
Printed Signature

TOWANA BRYANT  
Printed Signature

BRANCH MANAGER  
Title Date

President 9-30-14  
Title Date

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/8/2014

P&R-ILA - HC Dept of Education - Case for Kids City Connections Program

Agenda Item#: 15.

**Summary:**

ORDINANCE approving and authorizing an Interlocal Agreement between the City and **HARRIS COUNTY DEPARTMENT OF EDUCATION** for CASE for Kids City Connections Program; providing a maximum contract amount - \$550,000.00 - General Fund

**Background:**

**SPECIFIC EXPLANATION:**

Pursuant to a budget amendment presented by Council Member Bradford, the proposed inter-local agreement between the City of Houston and Harris County Department of Education (HCDE) provides funding to support youth out-of-school programs and activities. The program will be managed by the HCDE's after-school division, and will be called CASE for Kids City Connections (the Program).

Applicants selected for funding must serve children between kindergarten through 12<sup>th</sup> grade during the hours before school, after school, on weekends and/or summer. Projects funded by the CASE for Kids City Connections Program will take place in a variety of locations, including schools, community centers, and churches. Eligible applicants must be a Texas school district or be an IRS-designated 501(c)3 and be formally registered with the Texas Secretary of State as a Not-for-Profit entity for at least one calendar year prior to August 1, 2014. Program grant recipients must match the total amount of funding on a dollar-for-dollar basis. the match may be cash or in-kind support from other sources.

Among other responsibilities, HCDE agrees to develop and publish a Request for Proposals ("RFP"), evaluate and score eligible applicant proposals, coordinate dispersion of program funds to selected recipients, conduct evaluations of Program fund recipients' projects, and provide an annual report organized by Council District.

Program Budget:

Community Awards - \$45,455 per Council District	\$500,005
<u>CASE Administration Fee</u>	<u>\$ 49,995</u>
Total	\$550,000

**Prior Council Action:**

June 18, 2014 Motion 2014-0587

**Amount of Funding:**

Maximum Contract Amount (Fiscal Year 2015)

\$550,000

**Source of Funding:**

Grant Fund

**Contact Information:**

Luci Correa 832.395.7057

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA/Cover Sheet	Signed Cover sheet
<input type="checkbox"/> Interlocal Agreement	Backup Material

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**Subject:** Inter-local Agreement with Harris County Department of Education for the CASE for Kids City Connections Program

Category #

Page 1 of 1

Agenda Item

**FROM (Department or other point of origin):**

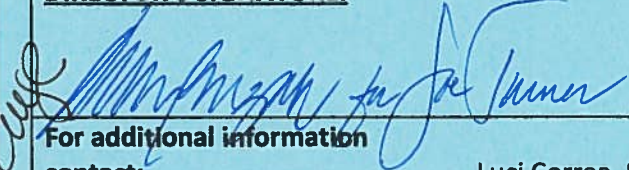
Houston Parks and Recreation Department

**Origination Date:**

October 15, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE:**



Joe Turner, Director

**Council District(s) affected:**

All

**For additional information**

**contact:**

Luci Correa, 832-395-7057

**Date and Identification of prior authorizing Council Action:**

June 18, 2014 Motion 2014-0587

**RECOMMENDATION: (Summary):** Approve an Ordinance authorizing an inter-local agreement with Harris County Department of Education (HCDE) and allocating funds for youth after-school and summer programs and activities in the CASE for Kids City Connections program.

**Amount of Funding:**

Maximum Contract Amount (Fiscal Year 2015)  
\$550,000 General Fund 1000

**Finance Budget:**

**SPECIFIC EXPLANATION:**

Pursuant to a budget amendment presented by Council Member Bradford, the proposed inter-local agreement between the City of Houston and Harris County Department of Education (HCDE) provides funding to support youth out-of-school programs and activities. The program will be managed by the HCDE's after-school division, the Cooperative for After-School Enrichment (CASE) and will be called CASE for Kids City Connections (the Program).

Applicants selected for funding must serve children between kindergarten through 12<sup>th</sup> grade during the hours before school, after school, on weekends and/or during summer. Projects funded by the Program will take place in a variety of locations, including schools, community centers, and churches. Eligible applicants must be a Texas school district or be an IRS-designated 501(c)3 and be formally registered with the Texas Secretary of State as a Not-for-Profit entity for at least one calendar year prior to August 1, 2014. Program fund recipients must match the total amount of funding on a dollar-for-dollar basis. The match may be cash or in-kind support from other sources.

Among other responsibilities, HCDE agrees to develop and publish a Request for Proposals (RFP), evaluate and score eligible applicant proposals, coordinate the dispersion of Program funds to selected recipients, conduct evaluations of Program fund recipients' projects, and provide an annual report organized by Council District.

Program Budget:

Community Awards (\$45,455 per Council District)	\$500,005
CASE Administration Fee	\$49,995
<hr/>	
TOTAL	\$550,000

Finance Director:

Other Authorization:

Other Authorization:

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

HPD - Appropriate funds from EAF1800 for purchase of bullet-resistant Body Armor.

Agenda Item#: 16.

**Summary:**

ORDINANCE appropriating \$986,790.00 out of Equipment Acquisition Consolidated Fund for the purchase of Bullet-Resistant Body Armor and accessories for the Houston Police Department

**Background:**

The Chief of the Houston Police Department recommends that City Council approve an ordinance appropriating \$986,790 from the Equipment Acquisition Consolidated Fund. This appropriation is budgeted in the FY2015 Capital Improvement Plan Budget approved by City Council on July 9, 2014.

The appropriation of \$986,790 will be used to purchase bullet-resistant body armor and accessories for the Houston Police Department under the City's contract currently with Safariland LLC (formerly known as Armor Holdings Products LLC). On July 16, 2014, City Council approved under Ordinance No. 2014-0716 to increase the maximum contract amount with Safariland LLC to allow HPD to continue to purchase bullet-resistant body armor while a new request for proposal is advertised and a new contract is awarded. This appropriation will sustain the Department for approximately 12 months.

**Prior Council Action:**

Ord. No. 2014-0716, July 16, 2014.

**Amount of Funding:**

\$986,790 - Equipment Acquisition Consolidated Fund (1800)

**Source of Funding:**

General Fund

**Contact Information:**

Joseph A. Fenninger, CFO & Deputy Director  
(713) 308.1770

Clifton Journet, III Sr. Staff Analyst  
(713) 308-1779

**ATTACHMENTS:**

Description	Type
☐ RCA_Appropriation from EAF	Signed Cover sheet
☐ HPD-Bullet-Resistant Body Armor ORD	Ordinance/Resolution/Motion



Section 1. The City Council appropriates the sum of money set out in the title of this Ordinance, out of the funds set out in such title for the purpose set out in such title.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

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

(Prepared by Legal Dept. \_\_\_\_\_)  
(MJM\DBB\10\08\14) Senior Assistant City Attorney  
(Requested by Charles McClelland, Chief, Houston Police Department)  
(L.D. File No. 062140 \_\_\_\_\_)  
G:\CONTRACTS\MJM\HPDCAPEQUIPBRBA&AORD.DOC

**CERTIFICATE OF CITY CONTROLLER**

I, Ronald C. Green, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **\$986,790.00** required for the project referenced in the title of this ordinance, do hereby certify as follows:

To the extent that the sum of **\$986,790.00** will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the General Obligation Commercial Paper Program, Series E, Ordinance No. 2002-1122.

\_\_\_\_\_  
City Controller

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/9/2014

10220 -Meridian Management Corp.

Agenda Item#: 17.

**Summary:**

ORDINANCE approving and authorizing first amendment to Contract No. 4600009741 between the City of Houston and **MERIDIAN MANAGEMENT CORPORATION** to extend the contract term (Approved by Ordinance No. 2009-742); increase the maximum contract amount for Facilities Maintenance Services for the General Services Department - \$5,032,894.50 - Enterprise and Other Funds

**Background:**

The Director of the General Services Department and the City Purchasing Agent recommend that City Council approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and Meridian Management Corporation to extend the contract term from December 4, 2014 to March 31, 2015 and to increase the maximum contract amount from \$20,131,579.60 to \$25,164,474.10 for facilities maintenance services for the General Services Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice.

This contract was awarded on August 12, 2009 by Ordinance No. 2009-742 for a three-year term, with two one-year options in an amount not to exceed \$20,131,579.60. The contract commenced on September 5, 2009 and is currently in a 90-day extension period that expires on December 3, 2014. Expenditures as of August 28, 2014 totaled \$18,274,237.75. The contract extension shall allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place prior to March 31, 2015.

The scope of work requires the contractor to provide all supervision, equipment, parts, labor, tools, incidentals and supplies necessary to perform maintenance of heating, ventilation and air conditioning systems, building automation, plumbing, lighting systems and electrical power supply trash removal, window washing and janitorial services at the Bob Lanier Public Works Building, located at 611 Walker; the Houston Emergency Center, located at 5320 North Shepherd, and facilities located at 2700 Dalton, 7101 Renwick, 5900 Teague, 718 and 802 East Burrell and the Japhet Buildings A and E.

The contract was awarded with an 11% M/WBE participation goal; Meridian Management Corporation is currently achieving 27.40%. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

**Prior Council Action:**

Ordinance No.: 2009-742 passed by City Council on August 12, 2009

**Amount of Funding:**

\$2,013,158.10 - Water & Sewer System Operating Fund (8300)

\$3,019,736.40 - Maintenance Renewal and Replacement Fund (2105)

**\$5,032,894.50 - Total**

**Source of Funding:**

Enterprise Fund

**Contact Information:**

Jacquelyn L. Nisby, Executive Staff Analyst	GSD	832-393-8023
David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistance Director	SPD	832-393-8726
Richard Morris, Sr. Procurement Specialist	SPD	832-393-8736

**ATTACHMENTS:**

Description

Type

- 📄 RCA#10220
- 📄 Previous Ord#2009-742
- 📄 OBO Document
- 📄 Department Approval
- 📄 Tax Report

- Backup Material
- Backup Material
- Backup Material
- Backup Material
- Signed Cover sheet

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 10220**

**Subject:** Ordinance Authorizing a First Amendment to Contract No. 4600009741 for Facilities Maintenance Services for the General Services Department S50-L23171-A1

Category #  
4

Page 1 of 1

Agenda Item

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Finance Department

**Origination Date**

August 28, 2014

**Agenda Date**

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**

All

**For additional information contact:**

Jacquelyn L. Nisby      Phone: (832) 393-8023  
Joyce Hays                  Phone: (832) 393-8723

**Date and Identification of prior authorizing Council Action:**

Ord. No. 2009-742; passed 08/12/2009

**RECOMMENDATION: (Summary)**

Approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and Meridian Management Corporation to extend the contract term from December 4, 2014 to March 31, 2015 and to increase the maximum contract amount from \$20,131,579.60 to \$25,164,474.10 for facilities maintenance services for the General Services Department.

Maximum Contract Amount Increased By: \$5,032,894.50

**Finance Budget**

*[Signature]*

\$2,013,158.10 - Water & Sewer System Operating Fund (8300)  
\$3,019,736.40 - Maintenance Renewal and Replacement Fund (2105)

\$5,032,894.50 - Total

**SPECIFIC EXPLANATION:**

The Director of the General Services Department and the City Purchasing Agent recommend that City Council approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and Meridian Management Corporation to extend the contract term from December 4, 2014 to March 31, 2015 and to increase the maximum contract amount from \$20,131,579.60 to \$25,164,474.10 for facilities maintenance services for the General Services Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice.

This contract was awarded on August 12, 2009 by Ordinance No. 2009-742 for a three-year term, with two one-year options in an amount not to exceed \$20,131,579.60. The contract commenced on September 5, 2009 and is currently in a 90-day extension period that expires on December 3, 2014. Expenditures as of August 28, 2014 totaled \$18,274,237.75. The contract extension shall allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place prior to March 31, 2015.

The scope of work requires the contractor to provide all supervision, equipment, parts, labor, tools, incidentals and supplies necessary to perform maintenance of heating, ventilation and air conditioning systems, building automation, plumbing, lighting systems and electrical power supply trash removal, window washing and janitorial services at the Bob Lanier Public Works Building, located at 611 Walker; the Houston Emergency Center, located at 5320 North Shepherd, and facilities located at 2700 Dalton, 7101 Renwick, 5900 Teague, 718 and 802 East Burrell and the Japhet Buildings A and E.

The contract was awarded with an 11% M/WBE participation goal; Meridian Management Corporation is currently achieving 27.40%. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Buyer: Richard Morris

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- (X) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- ( ) Other - Grant Funds Available

*Quinn D. Parker*

*Madeline D. Lopez*

Date: August 4, 2009 City Controller of the City of Houston, Texas

8300-2000-521405

\$2,595,000.00

450009106

FUND REF: 1000-2000-521405

AMOUNT: 1,230,000.00

ENCUMB. NO. 1500098861

++L \$3,825,000.00

City of Houston, Texas Ordinance No. 2009-742

AN ORDINANCE AWARDING A CONTRACT TO MERIDIAN MANAGEMENT CORPORATION FOR FACILITIES MAINTENANCE SERVICES FOR THE GENERAL SERVICES DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

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

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by Meridian Management Corporation in the amount of \$20,131,579.60 (which amount is only an estimate if unit prices are included in the bid proposal of said bidder) and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

Section 2. The City Council hereby approves and authorizes the Contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$20,131,579.60 unless and until this sum is increased by ordinance of City Council.


Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 12th day of August, 2009.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is AUG 18 2009.

  
City Secretary

Prepared by Strategic Purchasing Department, Arturo Lopez at Extension 3-8731

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

7-28-09  
Date  
(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 \_\_\_\_\_)

  
Legal Assistant

COPIES PUBLISHED IN DAILY COURT  
REVIEW  
DATE: AUG 18 2009

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	ABSENT	CLUTTERBUCK
✓		ADAMS
✓		SULLIVAN
	ABSENT-OUT OF CITY ON PERSONAL BUSINESS	KHAN
	ABSENT-ON PERSONAL BUSINESS	HOLM
✓		GONZALEZ
✓		RODRIGUEZ
✓		BROWN
✓		LOVELL
✓		NORIEGA
✓		GREEN
✓		JONES
CAPTION	ADOPTED	



CITY OF HOUSTON

Interoffice

Correspondence

To: Carlecia D. Wright, Director  
Office of Business Opportunity

From: Richard Morris  
Finance-SPD

cc: Darcia Moon, PWE, J Garza

Date: August 26, 2014

Subject: Request for Verification of SMWDBE  
Participation

Prime Contractor: Meridian Management Corporation

OA/BPO No. : 4600009741 Start Date 09/05/2009 End Date 12/03/2014

Contract Description: Facility Management Services

Prime Contact: Tom Brownfield Phone 904-285-3400 Email:

MWBE Goal: 11 % Scheduled MWBE: \$ 2,013,157.96 Paid to date: \$ 18,274,237.75

Scheduled S/MWBEs: Sterling Building Specialist

FOR OFFICE OF BUSINESS OPPORTUNITY USE ONLY

Total MWBE Dollar Amt. Paid: \$ 5,007,029.52 MWBE Part. Achieved: 27.40 %

MWBE Rating: Outstanding Satisfactory Unsatisfactory

Comments:

Prime is currently exceeding goal for contract.

Approved by Morris Scott  
Division Manager

Morris Scott Date 8/27/2014

**REQUEST FOR COUNCIL ACTION**

**RCA# 10220**

**TO:** Mayor via City Secretary

<b>Subject:</b> Ordinance Authorizing a First Amendment to Contract No. 4600009741 for Facilities Maintenance Services for the General Services Department S50-L23171-A1	<b>Category #</b> 4	<b>Page 1 of 1</b>	<b>Agenda Item</b>
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<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Finance Department	<b>Origination Date</b> August 28, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b> <i>[Signature]</i>	<b>Council District(s) affected</b> All
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<b>For additional information contact:</b> Jacquelyn L. Nisby Phone: (832) 393-8023 Joyce Hays Phone: (832) 393-8723	<b>Date and Identification of prior authorizing Council Action:</b> Ord. No. 2009-742; passed 08/12/2009
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**RECOMMENDATION: (Summary)**  
Approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and Meridian Management Corporation to extend the contract term from December 4, 2014 to March 31, 2015 and to increase the maximum contract amount from \$20,131,579.60 to \$25,164,474.10 for facilities maintenance services for the General Services Department.

<b>Maximum Contract Amount Increased By:</b> \$5,032,894.50	<b>Finance Budget</b>
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\$2,013,158.10 - Water & Sewer System Operating Fund (8300)  
\$3,019,736.40 - Maintenance Renewal and Replacement Fund (2015)  
\$5,032,894.50 - Total

**SPECIFIC EXPLANATION:**  
The Director of the General Services Department and the City Purchasing Agent recommend that City Council approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and Meridian Management Corporation to extend the contract term from December 4, 2014 to March 31, 2015 and to increase the maximum contract amount from \$20,131,579.60 to \$25,164,474.10 for facilities maintenance services for the General Services Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice.

This contract was awarded on August 12, 2009 by Ordinance No. 2009-742 for a three-year term, with two one-year options in an amount not to exceed \$20,131,579.60. The contract commenced on September 5, 2009 and is currently in a 90-day extension period that expires on December 3, 2014. Expenditures as of August 28, 2014 totaled \$18,274,237.75. The contract extension shall allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place prior to March 31, 2015.

The scope of work requires the contractor to provide all supervision, equipment, parts, labor, tools, incidentals and supplies necessary to perform maintenance of heating, ventilation and air conditioning systems, building automation, plumbing, lighting systems and electrical power supply trash removal, window washing and janitorial services at the Bob Lanier Public Works Building, located at 611 Walker; the Houston Emergency Center, located at 5320 North Shepherd, and facilities located at 2700 Dalton, 7101 Renwick, 5900 Teague, 718 and 802 East Burrell and the Japhet Buildings A and E.

The contract was awarded with an 11% M/WBE participation goal; Meridian Management Corporation is currently achieving 27.40%. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Buyer Richard Morris

**REQUIRED AUTHORIZATION**

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014  
District D, District F, District I

Item Creation Date: 10/10/2014

25PARK236 - Koetter Fire Protection of Houston, LLC

Agenda Item#: 18.

**Summary:**

ORDINANCE appropriating \$85,000.00 out of Parks Consolidated Construction Fund for contract between the City of Houston and **KOETTER FIRE PROTECTION OF HOUSTON, LLC** for Fire and Security Alarm System Maintenance, Inspections, Testing and Monitoring Services for Various Departments (Approved by Ordinance No. 2012-0691) - **DISTRICTS D - BOYKINS; F - NGUYEN and I - GALLEGOS**

**Background:**

**Specific Explanation:** The General Services Department recommends that City Council appropriate \$85,000.00 to the existing city-wide contract with Koetter Fire Protection of Houston, LLC to provide fire alarm repairs and replacements at the following four Houston Parks and Recreation Department (HPARD) facilities. The requested appropriation is necessary to render the systems operational and allow for continued fire detection, alarm and monitoring services at the facilities.

**PROJECT LOCATIONS:**

Hartman Community Center      9311 E. Avenue P (535C)      Council District I  
Judson Robinson Jr. Community Center 2020 Hermann Drive (533A) Council District D  
Alief Community Center      11903 Bellaire Blvd. (493B)      Council District F  
Wheeler Maintenance Facility      6200 Wheeler (534G)      Council District I

**PREVIOUS HISTORY AND PROJECT SCOPE:** On August 8, 2012, Ordinance No. 2012-0691, City Council awarded a three-year contract with two one-year options to Koetter Fire Protection of Houston, LLC, in an amount not to exceed \$6,175,400.00, for fire and security alarm system maintenance, inspections, testing and monitoring services for various city departments. The contract is funded through various appropriations/allocations for these services. To date, \$3,324,080.88 has been expended on the contract.

**M/WBE INFORMATION:** The contract was awarded with a 7.49% M/WBE goal. Currently, Koetter Fire Protection of Houston, LLC (Koetter) has achieved 4.66% M/WBE participation. Koetter has indicated they will look for additional opportunities to utilize subcontractors on this contract, and will continue to utilize its current subcontractor, Rocman Security Solutions, Inc., to the fullest extent possible. It is anticipated that Koetter will achieve the M/WBE goal by the completion of the contract.

**Prior Council Action:**

Ordinance No. 2012-0691; dated 08/08/2012

**Amount of Funding:**

**\$85,000.00** – Parks Consolidated Construction Fund (4502)

**Source of Funding:**

Other (Specify)

Parks Consolidated Construction Fund (4502)

**Contact Information:**

Jacquelyn L. Nisby      **Phone:** 832-393-8023

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Request for Council Action	Backup Material
<input type="checkbox"/> Site and Vicinity Maps	Backup Material
<input type="checkbox"/> Prior Council RCA and Ordinance	Backup Material
<input type="checkbox"/> Delinquent Tax Report	Backup Material
<input type="checkbox"/> CIP Form A	Backup Material
<input type="checkbox"/> Funds Reservation Request Form	Backup Material

<b>SUBJECT:</b> Appropriate Funds Koetter Fire Protection of Houston, LLC Fire and Security Alarm System Maintenance, Inspections, Testing and Monitoring Services for Various Departments WBS No. F-000781-0002-4	<b>Page</b> 1 of 1	<b>Agenda Item</b>
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<b>FROM (Department or other point of origin):</b> General Services Department	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b> Scott Minnix <i>10/1/14 Scott Minnix</i>	<b>Council District(s) affected:</b> D, F, I
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<b>For additional information contact:</b> Jacquelyn L. Nisby <i>JLN</i> Phone: 832-393-8023	<b>Date and identification of prior authorizing Council action:</b> Ordinance No. 2012-0691; dated 08/08/2012
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**RECOMMENDATION:** Appropriate funds for the project.

<b>Amount and Source of Funding:</b> \$85,000.00 – Parks Consolidated Construction Fund (4502)	<b>Finance Budget:</b>
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**SPECIFIC EXPLANATION:** The General Services Department recommends that City Council appropriate \$85,000.00 to the existing city-wide contract with Koetter Fire Protection of Houston, LLC to provide fire alarm repairs and replacements at the following four Houston Parks and Recreation Department (HPARD) facilities. The requested appropriation is necessary to render the systems operational and allow for continued fire detection, alarm and monitoring services at the facilities.

**PROJECT LOCATIONS:**

Hartman Community Center	9311 E. Avenue P (535C)	Council District I
Judson Robinson Jr. Community Center	2020 Hermann Drive (533A)	Council District D
Alief Community Center	11903 Bellaire Blvd. (493B)	Council District F
Wheeler Maintenance Facility	6200 Wheeler (534G)	Council District I

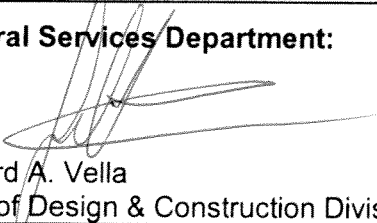
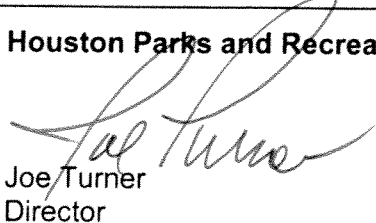
**PREVIOUS HISTORY AND PROJECT SCOPE:** On August 8, 2012, Ordinance No. 2012-0691, City Council awarded a three-year contract with two one-year options to Koetter Fire Protection of Houston, LLC, in an amount not to exceed \$6,175,400.00, for fire and security alarm system maintenance, inspections, testing and monitoring services for various city departments. The contract is funded through various appropriations/allocations for these services. To date, \$3,324,080.88 has been expended on the contract.

**M/WBE INFORMATION:** The contract was awarded with a 7.49% M/WBE goal. Currently, Koetter Fire Protection of Houston, LLC (Koetter) has achieved 4.66% M/WBE participation. Koetter has indicated they will look for additional opportunities to utilize subcontractors on this contract, and will continue to utilize its current subcontractor, Rocman Security Solutions, Inc., to the fullest extent possible. It is anticipated that Koetter will achieve the M/WBE goal by the completion of the contract.

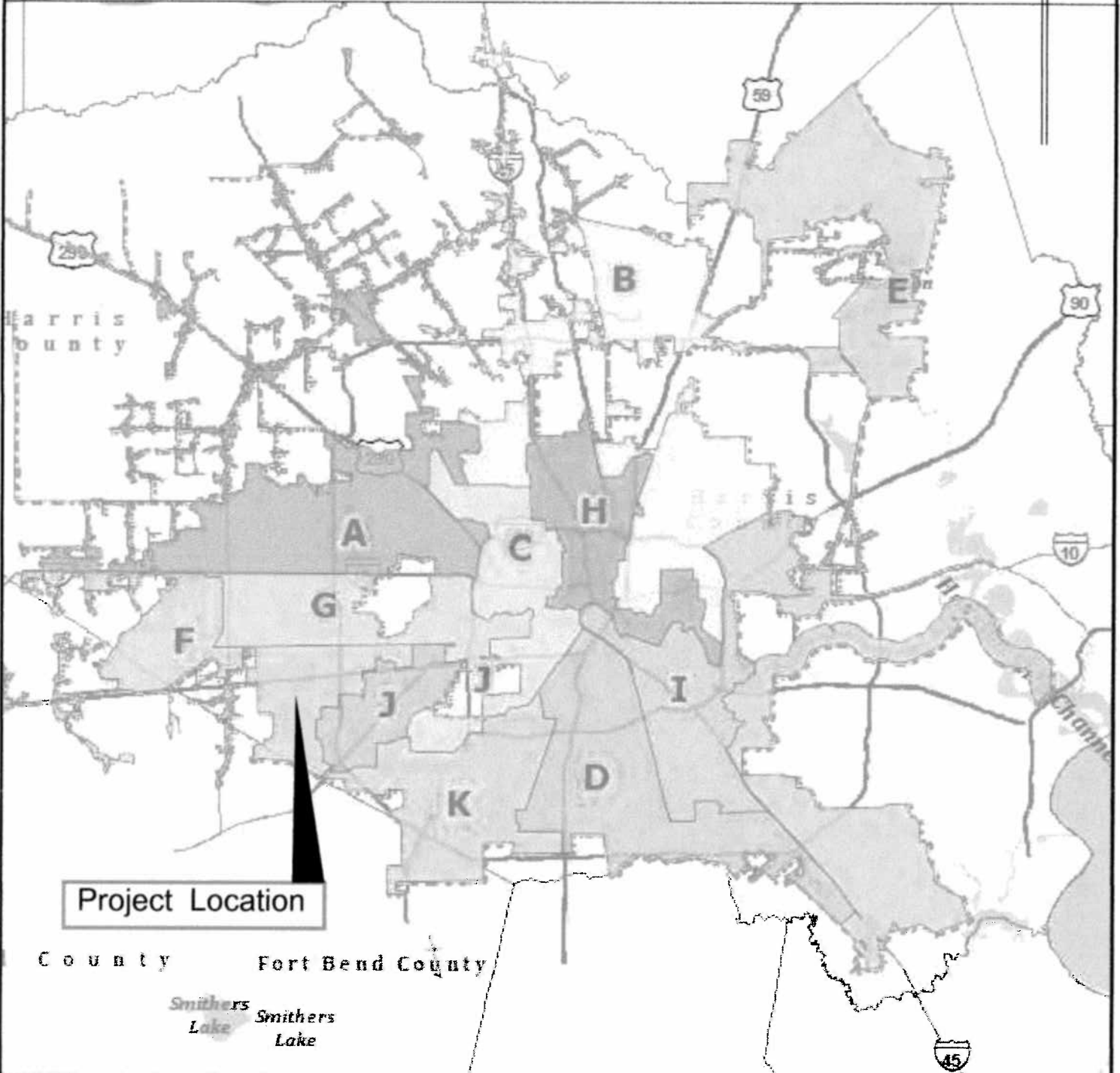
SM:JLN:LJ:sp

c: Marta Crinejo, Jacquelyn L. Nisby, Mark Ross, Carlecia D. Wright, Luci Correa, Chris Gonzales, Michael Isermann, Conley Jackson, File

**REQUIRED AUTHORIZATION** CUIC ID# 25PARK236

<b>General Services Department:</b>  Richard A. Vella Chief of Design & Construction Division	<b>Houston Parks and Recreation Department:</b>  Joe Turner Director
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CITY OF HOUSTON  
HARRIS COUNTY, TEXAS



Project Location

County Fort Bend County

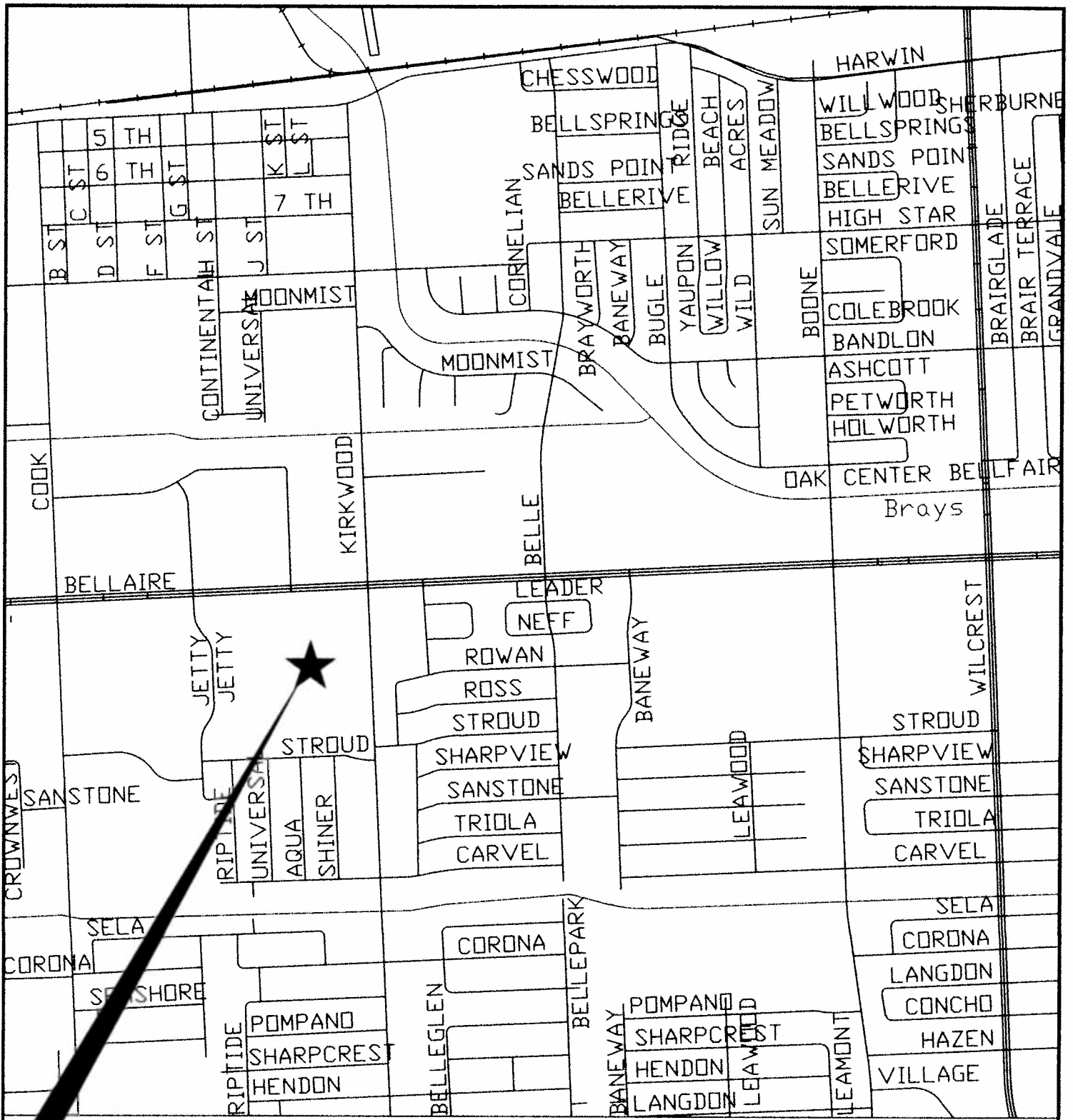
Smithers  
Lake Smithers  
Lake

Alief Community Center  
11903 Bellaire Blvd  
Houston, TX 77072

COUNCIL DISTRICT "F"

WBS# F-000781-0002-4

KEYMAP No. 493B

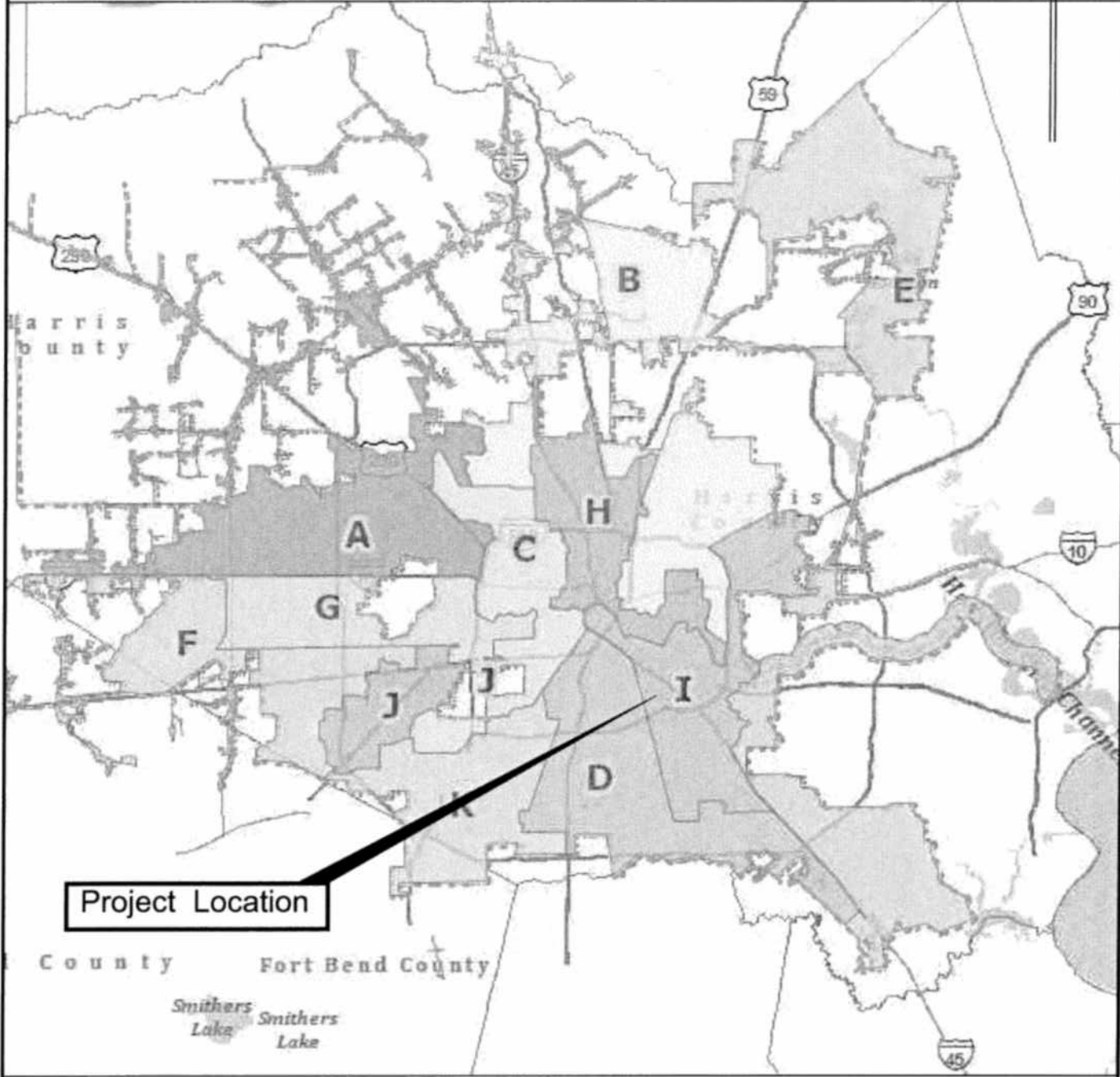


**Project Location**

**Alief Community Center**  
 11903 Bellaire Blvd  
 Houston, TX 77072



CITY OF HOUSTON  
HARRIS COUNTY, TEXAS



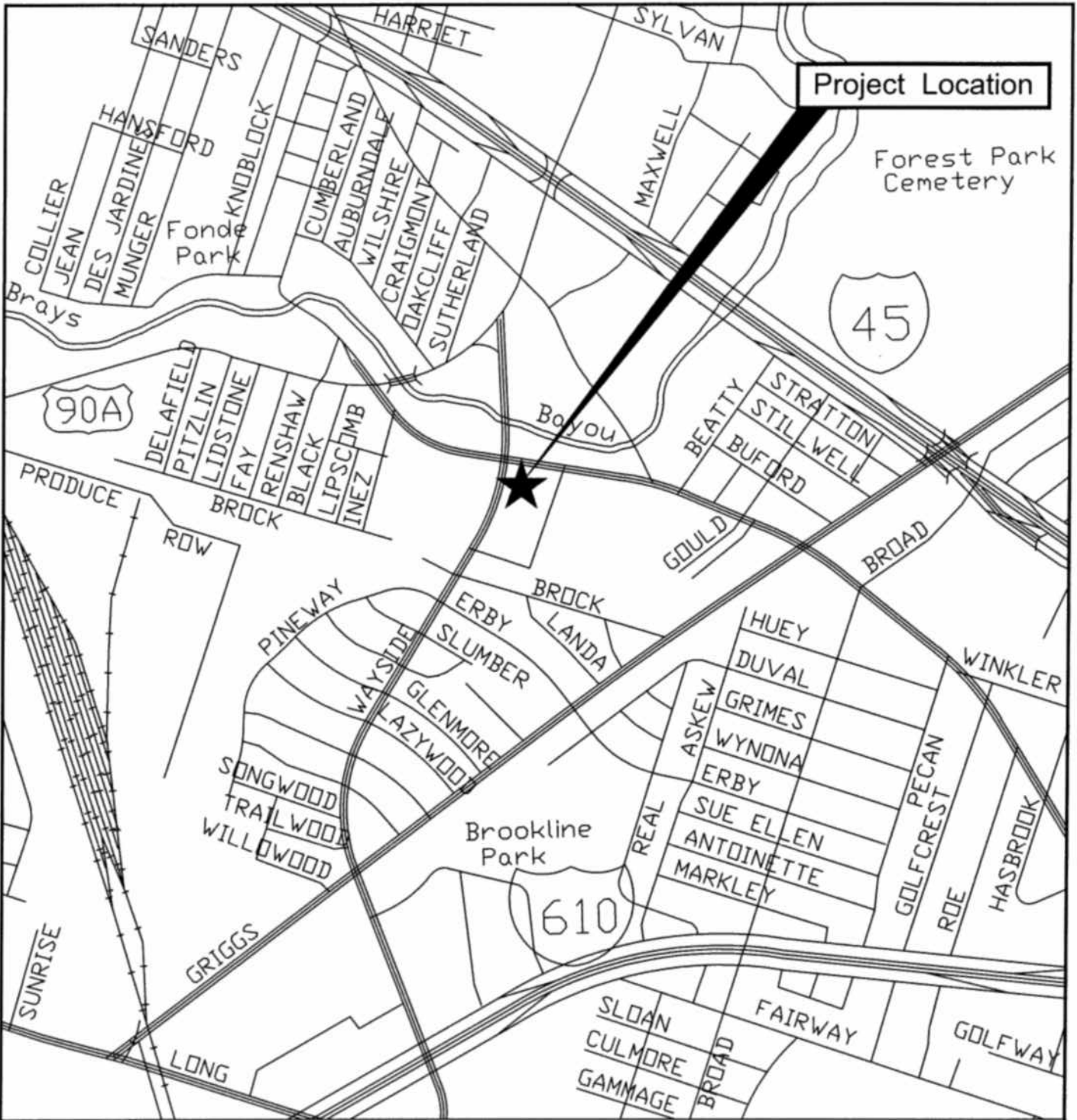
**Wheeler Maintenance Facility**

6200 Wheeler Road  
Houston, TX 77023

COUNCIL DISTRICT "I"

WBS# F-000781-0002-4

KEYMAP No. 534G

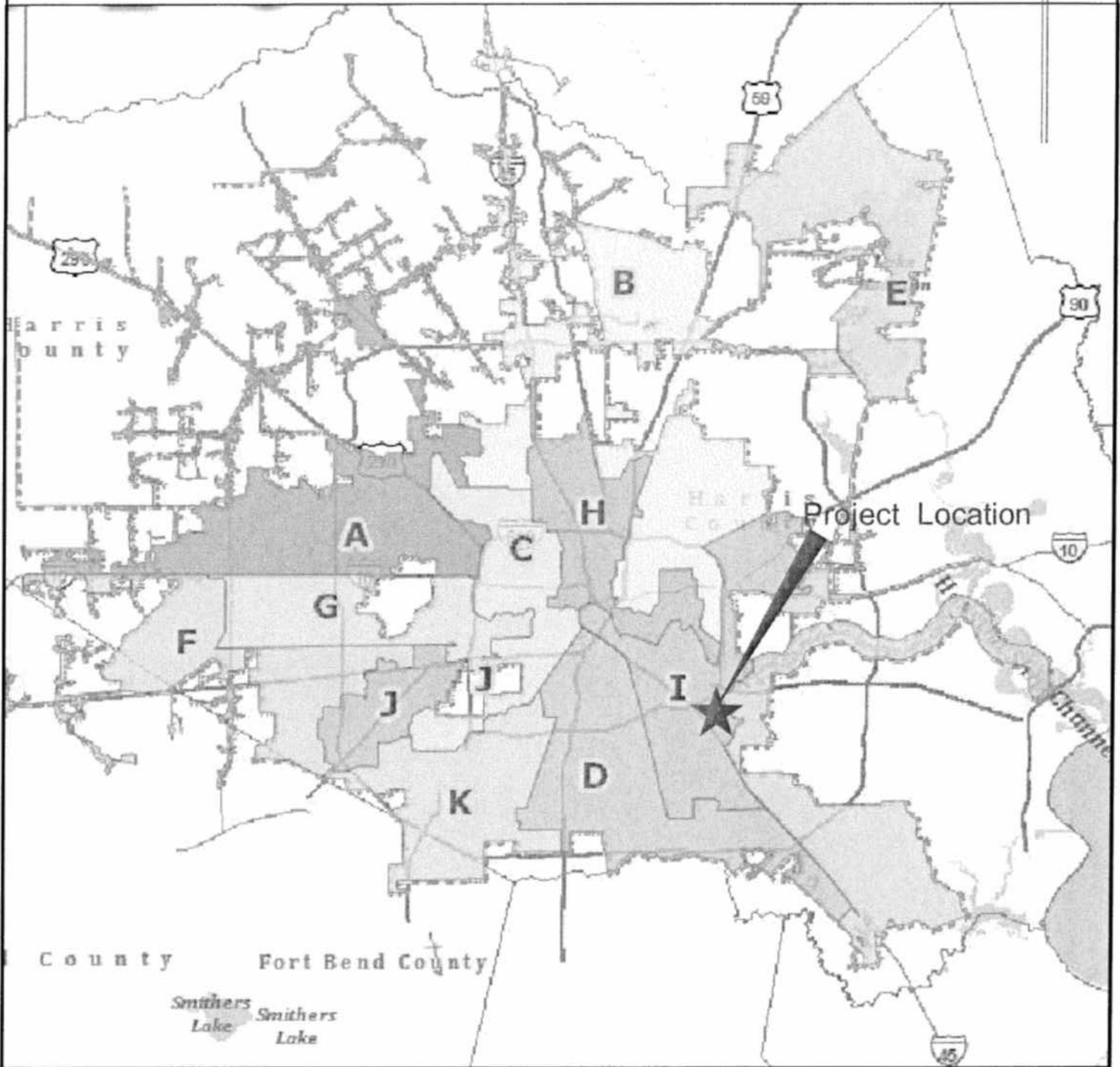


**Wheeler Maintenance Facility**

6200 Wheeler Road  
Houston, TX 77023



CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

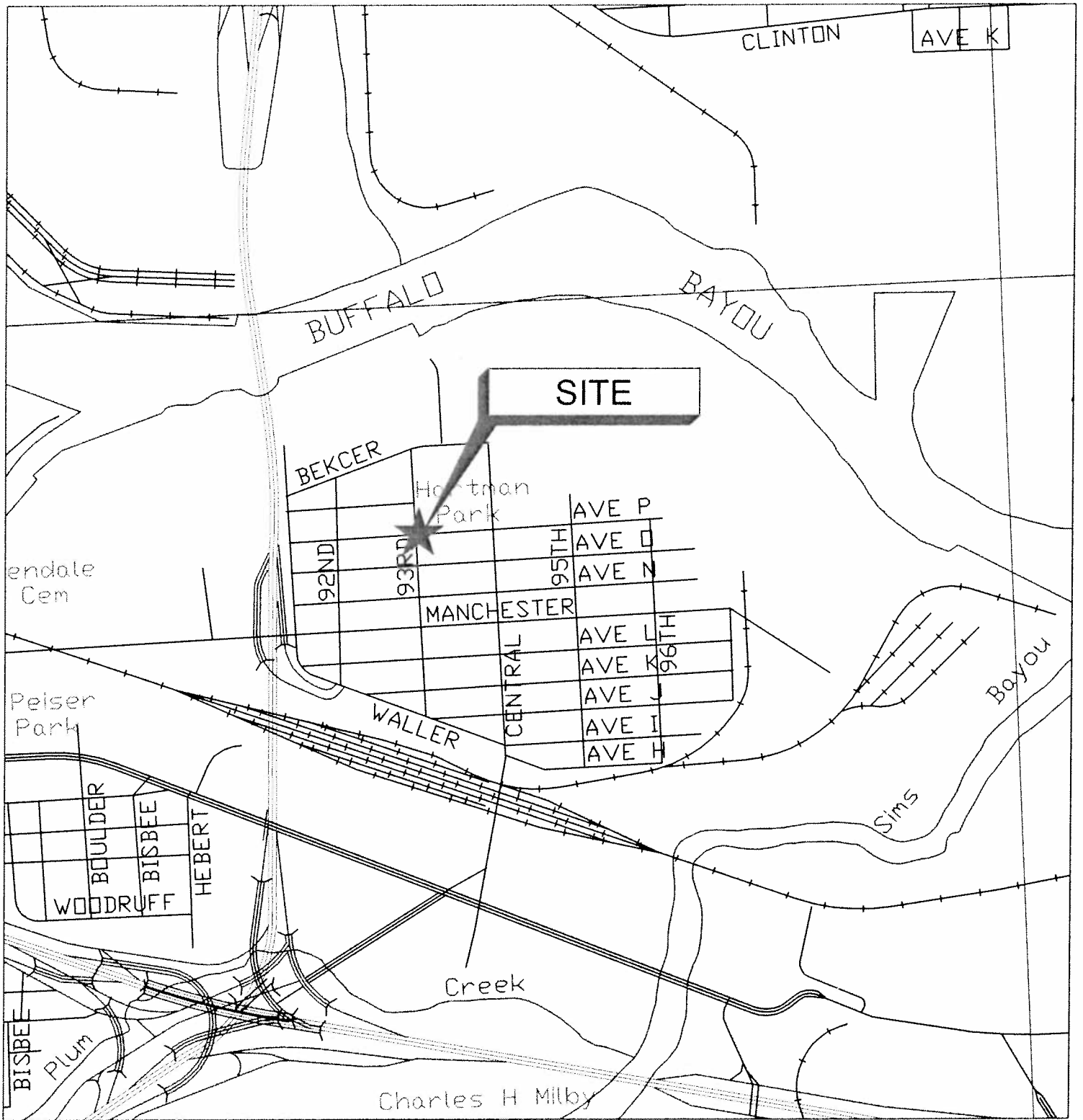


HARTMAN COMMUNITY CENTER  
9311 E. AVENUE P  
HOUSTON, TX 77012

COUNCIL DISTRICT "I"

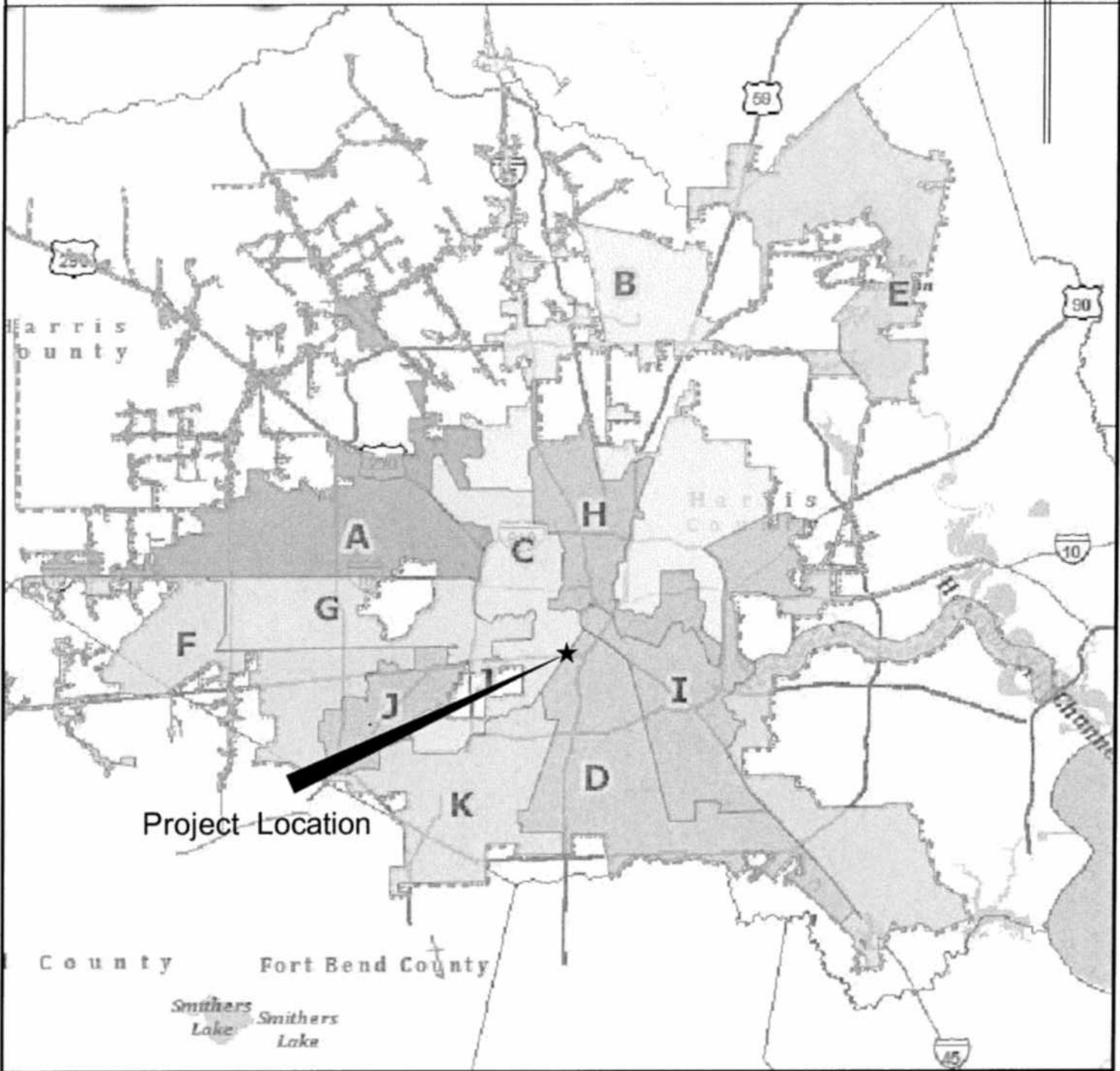
WBS# F-000781-0002-4

KEYMAP No. 535C



**HARTMAN COMMUNITY CENTER**  
**9311 E. AVENUE P**  
**HOUSTON, TX 77012**

CITY OF HOUSTON  
HARRIS COUNTY, TEXAS



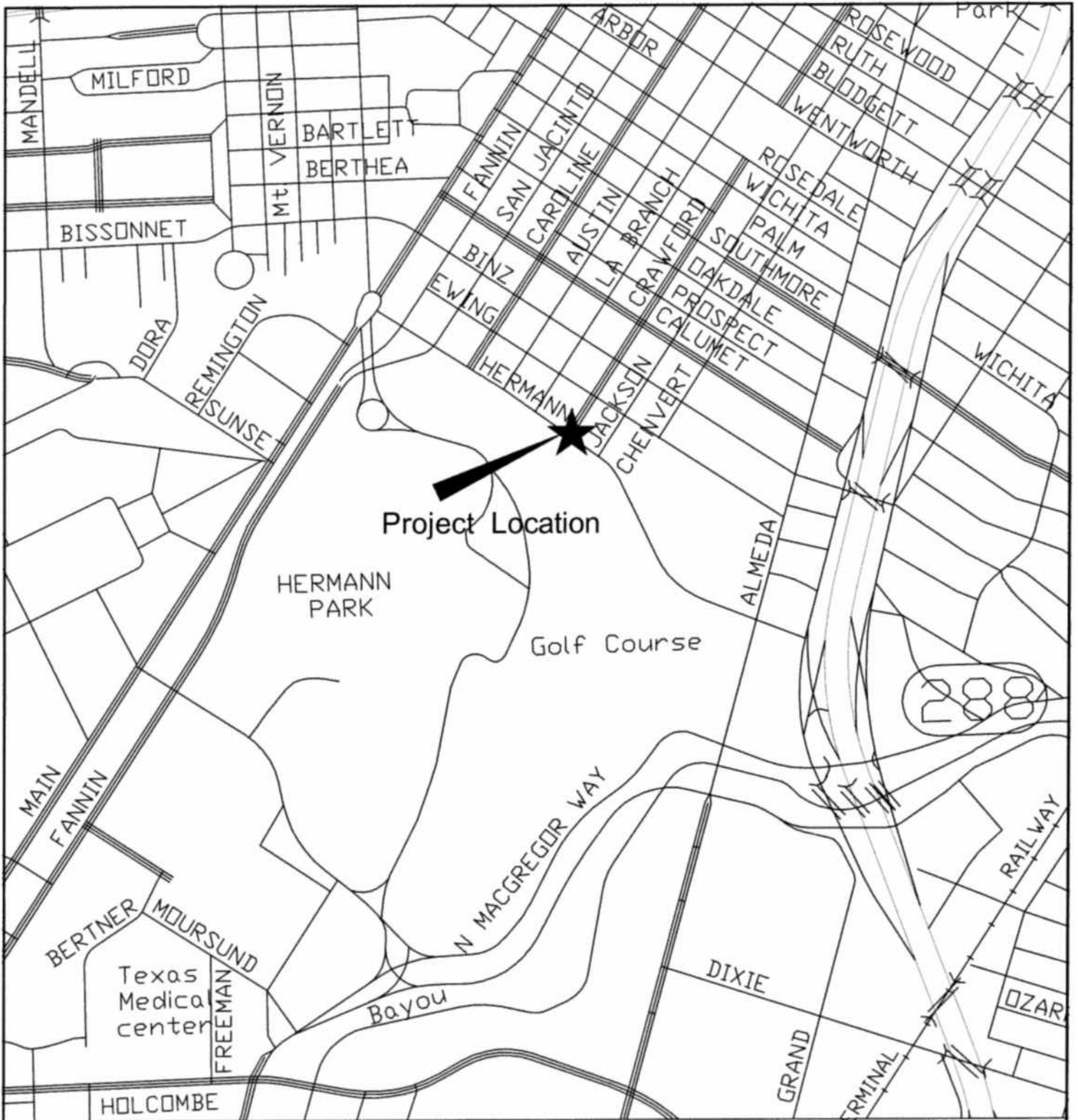
**JUDSON ROBINSON JR. COMMUNITY CENTER**

2020 Hermann Drive  
Houston, TX 77004

COUNCIL DISTRICT "D"

WBS No. F-000781-0002-4

KEYMAP No. 533A



**JUDSON ROBINSON JR. COMMUNITY CENTER**

2020 Hermann Drive  
Houston, TX 77004

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

RCA# 9365

**Subject:** Approve an Ordinance Awarding a Contract to the Best Respondent for Fire and Security Alarm System Maintenance, Inspections, Testing and Monitoring Services for Various Departments/S33-T23910

Category #  
4

Page 1 of 2

Agenda Item

28

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

Origination Date

June 04, 2012

Agenda Date

AUG 0 8 2012

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*  
For additional information contact:

Dallas Evans Phone: (281) 230-8001  
Douglas Moore Phone: (832) 393-8724

Council District(s) affected  
All

Date and Identification of prior authorizing Council Action:

**RECOMMENDATION: (Summary)**

Approve an ordinance awarding a contract to Koetter Fire Protection of Houston, LLC for fire and security alarm system maintenance, inspections, testing and monitoring services for various departments.

Maximum Contract Amount: \$6,175,400.00

**Finance Budget**

\$4,251,200.00 - HAS Revenue Fund (8001)  
\$1,924,200.00 - General Fund (1000)

-----  
\$6,175,400.00 - Total Amount

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance awarding a three-year contract, with two one-year options, to Koetter Fire Protection of Houston, LLC for fire and security alarm system maintenance, inspections, testing and monitoring services for various departments. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor.

The scope of work requires the contractor to provide all equipment, labor, materials, supervision and transportation necessary to monitor, maintain and respond to activated security alarms and fire alarms at facilities located throughout the City. Additionally, the contractor will be required to provide 24/7 monitoring of elevator telephones, as well as monitor low temperature alarms of walk-in coolers. The contractor is also required to perform periodic testing, repair and certification of fire alarm systems.

This Request for Proposal (RFP) was advertised in accordance with the requirements of the State of Texas bid laws. Sixty-five prospective proposers downloaded the solicitation document from SPD's e-bidding website and as a result, proposals were received from the following: Koetter Fire Protection of Houston, LLC, CLS Technology, Hi-Tech Fire Detection, Simplex Grinnell and Firetrol Protection System. The evaluation committee was comprised of seven subject matter experts; three from the Houston Airport System (HAS) and four from the General Services Department (GSD). The proposals were evaluated based upon the following criteria:

1. Proposed Strategy and Operational Plan
2. Expertise/Experience/Qualifications
3. Conformance to the RFP Requirements
4. Financial Strength
5. Cost
6. MWBE Participation

Koetter Fire Protection of Houston, LLC was determined to be the best respondent.

**REQUIRED AUTHORIZATION**

Finance Department:

Other Authorization:

Other Authorization:

*MD*

Date: 6/4/2012	Subject: Approve an Ordinance Awarding a Contract to the Best Respondent for Fire and Security Alarm System Maintenance, Inspections, Testing and Monitoring Services for Various Departments/S33-T23910	Originator's Initials CJ	Page 2 of 2
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**M/WBE Subcontracting:**

This RFP was issued as a goal-oriented contract with an 11% M/WBE participation level. Koetter Fire Protection of Houston, LLC has designated the below-named company as its certified M/WBE subcontractor.

Subcontractor	Type of Work	Dollar Amount	Percentage
Rocman Security Solutions, Inc.	Fire and Security Alarm Monitoring	\$462,720.00	7.49%

The Mayor's Office of Business Opportunity will monitor this contract.

**Pay or Play Program:**

The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor has elected to pay into the Contractor Responsibility Fund in compliance with City policy.

Buyer: Conley Jackson

**Estimated Spending Authority**

Department	FY13	Out-Years	Total Amount
General Services Department	\$388,840.00	\$1,535,360.00	\$1,924,200.00
Houston Airport System	\$850,240.00	\$3,400,960.00	\$4,251,200.00
<b>Total Amount</b>	<b>\$1,239,080.00</b>	<b>\$4,936,320.00</b>	<b>\$6,175,400.00</b>

Attachment: M/WBE Reduced Percentage Goal Document approved by the Mayor's Office of Business Opportunity.

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - Grant Funds Available

Date: 8-6, 2012  City Controller of the City of Houston, Texas

*MS* *CP* *MS* 1000-2500-521405 388,840.00 75-165116  
**FUND REF: 8001-2800- ↓ AMOUNT: 850,240.00 ENCUMB. NO.: 45-163065.**  
TOTAL \$1,239,080.00 77  
0A 46-11649 City of Houston, Texas Ordinance No. 2012-691 79

**AN ORDINANCE AWARDDING A CONTRACT TO KOETTER FIRE PROTECTION OF HOUSTON, LLC FOR FIRE AND SECURITY ALARM SYSTEM MAINTENANCE, INSPECTIONS, TESTING AND MONITORING SERVICES FOR VARIOUS DEPARTMENTS; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

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

Section 1. Having duly advertised for and received competitive proposals for the work described in the title of this ordinance, the City Council hereby finds and determines that the best proposal was submitted by the Contractor named in the title hereof. The contract for said work is hereby awarded to said best respondent.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$6,175,400.00** unless and until this sum is increased by ordinance of City Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 8th day of August, 20 12.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is AUG 14 2012.

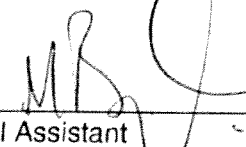


\_\_\_\_\_  
City Secretary

Prepared by Strategic Purchasing Department, Conley Jackson at Extension 3-8733.

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

08-01-12  
Date

  
\_\_\_\_\_  
Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 \_\_\_\_\_)

AYE	NO	
✓		<b>MAYOR PARKER</b>
.....	.....	<b>COUNCIL MEMBERS</b>
✓		BROWN
✓		DAVIS
✓		COHEN
✓		ADAMS
✓		SULLIVAN
✓		HOANG
	ABSENT-ON PERSONAL BUSINESS	PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		BURKS
✓		NORIEGA
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District H

Item Creation Date: 5/5/2014

PLN-Spl Min Lot Size - 900 blk of Byrne Street, north and south sides

Agenda Item#: 19.

**Summary:**

ORDINANCE establishing the north and south sides of the 900 block of Byrne Street, between Julian and Michaux Streets, within the City of Houston as a special minimum lot size block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**

**Background:**

Approval of an ordinance designating the **900 block of Byrne Street, north and south sides, between Julian and Michaux Streets** as a Special Minimum Lot Size Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing ~~5,600~~ **5,000** square feet special minimum size

In accordance with Section 42-197 of the Code of Ordinances, the property owner of **Lot 11, Block 1, of the Ridgemont Section 1 Subdivision** initiated an application for the designation of a special minimum lot size block. The application includes written evidence of support from the owners of 58% of the area. Notification was mailed to the twenty (20) property owners indicating that the special minimum lot size block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

It is recommended that the City Council adopt an ordinance establishing a Special Minimum Lot Size ~~10,320~~ **5,000** square feet.

Attachments:

- Planning Director's Approval
- Special Minimum Lot Size Application
- Evidence of support
- Map of the area

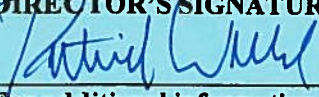
**Contact Information:**

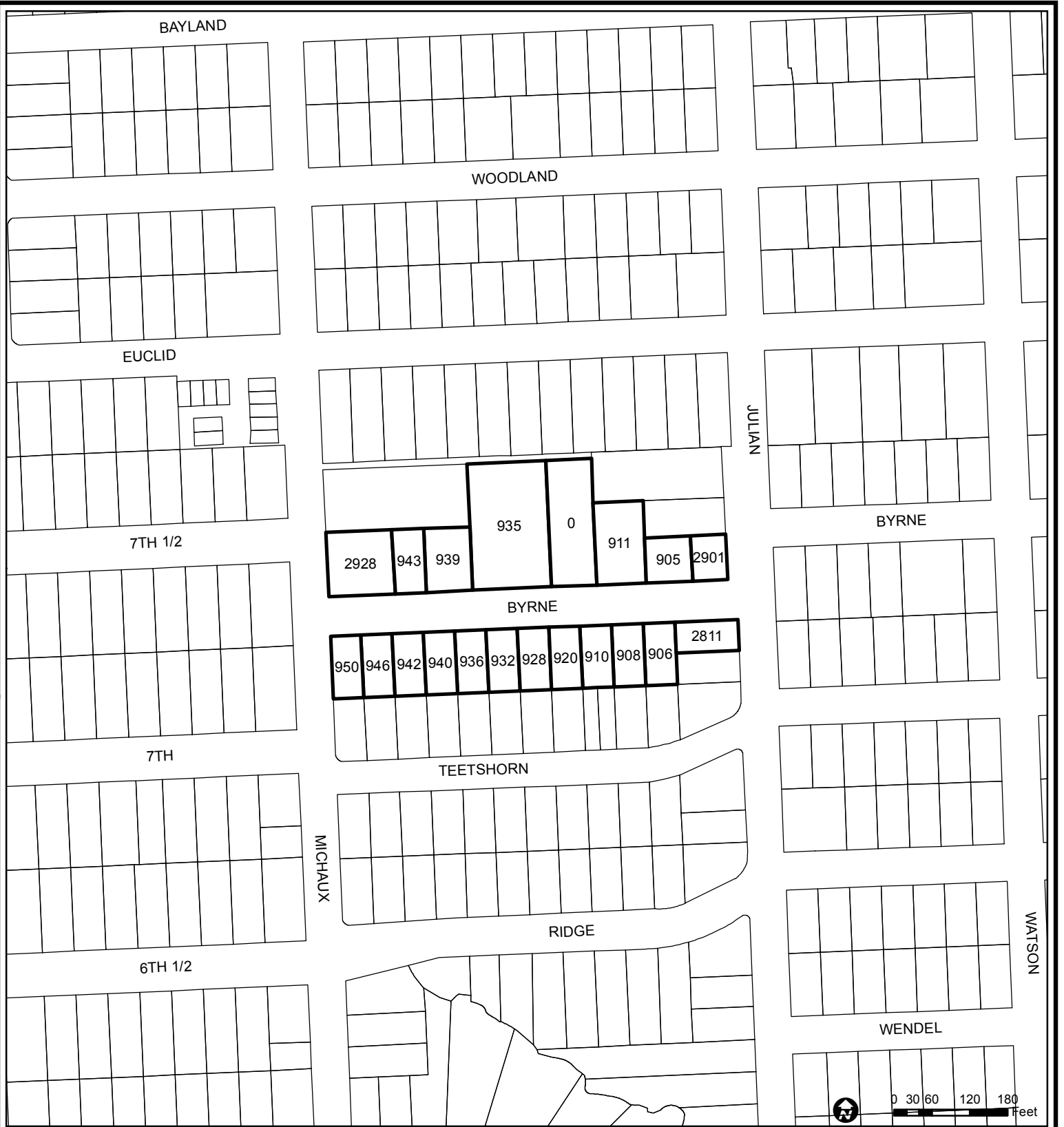
Kevin Calfee 713-837-7768

**ATTACHMENTS:**

	Description	Type
📎	Spl Min Lot Size - north and south sides - 900 blk Byrne Street RCA	Backup Material
📎	MAP	Backup Material

**TO: Mayor via City Secretary    REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Ordinance designating the 900 block of Byrne Street, north and south sides, between Julian and Michaux Streets as a Special Minimum Lot Size Block		<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b>
<b>FROM (Department or other point of origin):</b> Patrick Walsh, P.E. Director Planning and Development Department		<b>Origination Date</b> April 7, 2014		<b>Agenda Date</b>
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> H		
<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768		<b>Date and identification of prior authorizing Council action:</b> N/A		
<b>RECOMMENDATION: (Summary)</b> Approval of an ordinance designating the 900 block of Byrne Street, north and south sides, between Julian and Michaux Streets as a Special Minimum Lot Size Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 5,000 square foot special minimum lot size.				
<b>Amount and Source of Funding:</b>			<b>Finance Budget:</b>	
<p><b>SPECIFIC EXPLANATION:</b> In accordance with Section 42-197 of the Code of Ordinances, the property owner of of Lot 11, Block 1, of the Ridgemont Section 1 Subdivision initiated an application for the designation of a special minimum lot size block. The application includes written evidence of support from the owners of 58% of the block. Notification was mailed to the twenty (20) property owners indicating that the special minimum lot size block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.</p> <p>The Planning and Development Department recommends that City Council adopt an ordinance establishing a Special Minimum Lot Size of 5,000 square feet.</p> <p>Attachments: Planning Director's Approval, Special Minimum Lot Size Block Application, Evidence of support, Map of the area</p> <p>xc: Marta Crinejo, Agenda Director Anna Russell, City Secretary David M. Feldman, City Attorney Gary Dzierlenga, Land Use Division, Legal Department</p>				
<b>REQUIRED AUTHORIZATION</b>				
<b>Finance Director:</b>		<b>Other Authorization:</b>		<b>Other Authorization:</b>



**900 block of Byrne Street  
 Special Minimum Lot Size  
 North and South sides  
 Between Julian Street and Michaux Street**

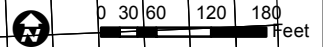
 Area Under Consideration

Source: Harris County Appraisal District  
 Date: April 4, 2014  
 Reference: MLS 386

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &  
 DEVELOPMENT  
 DEPARTMENT**



**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District H

Item Creation Date: 10/16/2014

PLN - 1600 Tabor (minimum building)

Agenda Item#: 20.

**Summary:**

ORDINANCE establishing the west side of the 1600 block of Tabor Street, between Louise Street and Link Street, within the City of Houston as a special minimum building line block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**

**Background:**

In accordance with Section 42-170 of the Code of Ordinances, the property owner of Lot 14, of the Northwood Subdivision, initiated an application for the designation of a special minimum building line block. The application includes written evidence of support from owners of 61% of the area. Notification was mailed to seventeen (17) property owners indicating that the special minimum building line block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

The Planning and Development Department recommends that City Council adopt an ordinance establishing a 26'-0" Special Minimum Building Line for the block.

Attachments: Planning Director's Approval, Map of the Area.

**Contact Information:**

Kevin Calfee  
713.837.7768

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA/Cover sheet	Signed Cover sheet
<input type="checkbox"/> Director's Approval and Map	Backup Material
<input type="checkbox"/> Ordinance	Ordinance/Resolution/Motion

**TO: Mayor via City Secretary    REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Ordinance designating the 1600 block of Tabor Street, west side, between Louise and Link Streets as a Special Minimum Building Line Block	<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Patrick Walsh, P.E. Director Planning and Development Department	<b>Origination Date</b> May 29, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council District affected:</b> H
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<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768	<b>Date and identification of prior authorizing Council action:</b> N/A
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**RECOMMENDATION: (Summary)** Approval of an ordinance designating the 1600 block of Tabor Street, west side, between Louise and Link Streets as a Special Minimum Building Line Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 26'-0" special building line.

<b>Amount and Source of Funding:</b>	<b>Finance Budget:</b>
--------------------------------------	------------------------

**SPECIFIC EXPLANATION:** In accordance with Section 42-170 of the Code of Ordinances, the property owner of Lot 14, of the Northwood Subdivision initiated an application for the designation of a special minimum building line block. The application includes written evidence of support from owners of 61% of the area. Notification was mailed to seventeen (17) property owners indicating that the special minimum building line block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

The Planning and Development Department recommends that City Council adopt an ordinance establishing a 26'-0" Special Minimum Building Line for the block.

Attachments: Planning Director's Approval, Map of the Area

- xc: Marta Crinejo, Agenda Director  
 Anna Russell, City Secretary  
 David M. Feldman, City Attorney  
 Gary Dzierlenga, Land Use Division, Legal Department

**REQUIRED AUTHORIZATION**

<b>Finance Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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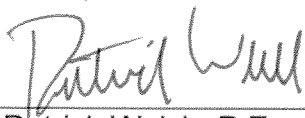
## Special Minimum Building Line Block No. 202

### Planning Director's Approval

Planning Director Evaluation:

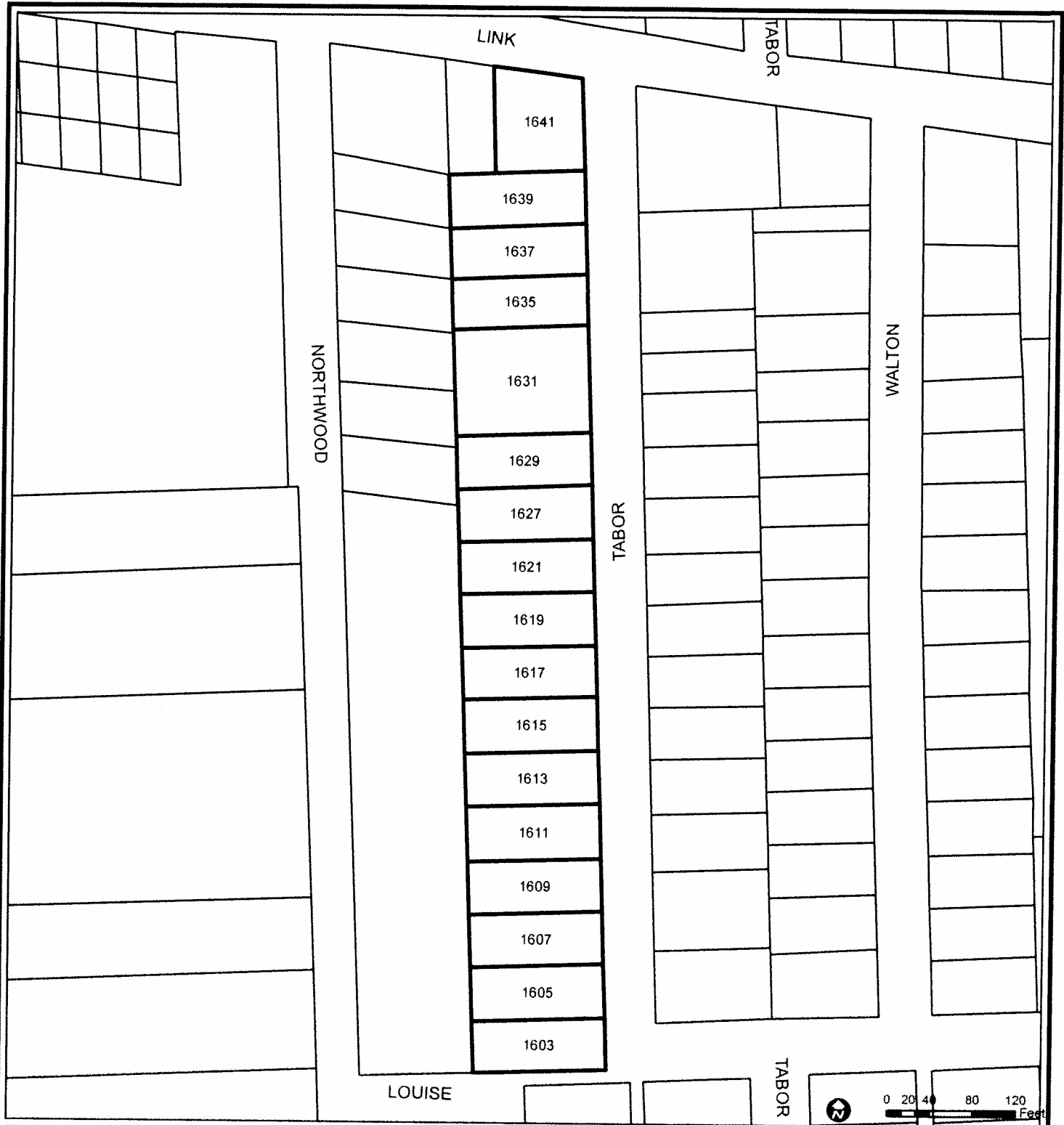
Satisfies	Does Not Satisfy	Criteria
X		<p><i>SMBLB includes all property within at least one block face and no more than two opposing block faces;</i></p> <p><b>The application is for the 1600 block of Tabor Street, west side.</b></p>
X		<p><i>More than 60% of the proposed SBLRA is developed with or is restricted to not more than two single-family residential (SFR) units per lot;</i></p> <p><b>94% of the proposed application area is developed with not more than two SF residential units per property.</b></p>
X		<p><i>Demonstrated sufficient evidence of support;</i></p> <p><b>Petition signed by owners of 61% of the SMBLB.</b></p>
X		<p><i>Establishment of the SMBLB will further the goal of preserving the building line character of the area; and,</i></p> <p><b>A minimum building line of 26 ft exists on sixteen (16) properties in the blockface.</b></p>
X		<p><i>The proposed SMBLB has a building line character that can be preserved by the establishment of a special building line, taking into account the age of the neighborhood, the age and architectural features of structures in the neighborhood, existing evidence of a common plan and scheme of development, and such other factors that the director, commission or city council, respectively as appropriate, may determine relevant to the area.</i></p> <p><b>There is no plat for the subdivision. The houses mostly originate from the 1950's. The establishment of a 26 ft minimum building line will preserve the building line character of the area.</b></p>
<p><i>The minimum building line for this application was determined by finding the current building line that represents a minimum standard for at least 70% of the application area.</i></p> <p><b>Twelve (12) out of sixteen (16) developed properties (representing 75% of the application area) have a building line of at least twenty-six (26) feet.</b></p>		

**The Special Minimum Building Line Block meets the criteria.**



Patrick Walsh, P.E.  
Director


\_\_\_\_\_  
Date



**Special Minimum Lot Size/Special Minimum Building Line  
 1600 block of Tabor St.  
 west side, between Louise St. and Link St.**

Source: Harris County Appraisal District  
 Date: March 14, 2014  
 Reference: MLS392/MBL202

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.

 Area under consideration



**PLANNING &  
 DEVELOPMENT  
 DEPARTMENT**

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District H

Item Creation Date: 10/16/2014

PLN - 1600 Tabor (minimum lot)

Agenda Item#: 21.

**Summary:**

ORDINANCE establishing the west side of the 1600 block of Tabor Street, between Louise Street and Link Street, within the City of Houston as a special minimum lot size block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas - **DISTRICT H - GONZALEZ**

**Background:**

In accordance with Section 42-197 of the Code of Ordinances, the property owner of Lot 14, of the Northwood Subdivision, initiated an application for the designation of a special minimum building line block. The application includes written evidence of support from owners of 61% of the area. Notification was mailed to seventeen (17) property owners indicating that the special minimum building line block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

The Planning and Development Department recommends that City Council adopt an ordinance establishing a Special Minimum Lot Size of 6,400 square feet.

Attachments: Planning Director's Approval, Map of the Area.

**Contact Information:**

Kevin Calfee  
713.837.7768

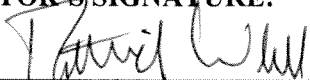
**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA/Cover sheet	Signed Cover sheet
<input type="checkbox"/> Director's Approval/Map	Backup Material
<input type="checkbox"/> Ordinance	Ordinance/Resolution/Motion

**TO: Mayor via City Secretary    REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Ordinance designating the 1600 block of Tabor Street, west side, between Louise and Link Streets as a Special Minimum Lot Size Block	<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Patrick Walsh, P.E. Director Planning and Development Department	<b>Origination Date</b> May 29, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council District affected:</b> H
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<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768	<b>Date and identification of prior authorizing Council action:</b> N/A
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**RECOMMENDATION: (Summary)** Approval of an ordinance designating the 1600 block of Tabor Street, west side, between Louise and Link Streets as a Special Minimum Lot Size Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 6,400 special lot size .

<b>Amount and Source of Funding:</b>	<b>Finance Budget:</b>
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**SPECIFIC EXPLANATION:** In accordance with Section 42-197 of the Code of Ordinances, the property owner of of Lot 14, of the Northwood Subdivision initiated an application for the designation of a special minimum lot size block. The application includes written evidence of support from the owners of 61% of the block. Notification was mailed to the seventeen (17) property owners indicating that the special minimum lot size block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

The Planning and Development Department recommends that City Council adopt an ordinance establishing a Special Minimum Lot Size of 6,400 square feet.

Attachments: Planning Director's Approval, Map of the area

- xc: Marta Crinejo, Agenda Director  
 Anna Russell, City Secretary  
 David M. Feldman, City Attorney  
 Gary Dzierlenga, Land Use Division, Legal Department

**REQUIRED AUTHORIZATION**

<b>Finance Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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*Handwritten initials*

*Handwritten initials*

*Handwritten number 22*


## Special Minimum Lot Size Block No. 392

### Planning Director's Approval

Planning Director Evaluation:

Satisfies	Does Not Satisfy	Criteria
X		<p><i>SMLSB includes all property within at least one block face and no more than two opposing block faces;</i></p> <p><b>The application is for the 1600 block of Tabor Street, west side.</b></p>
X		<p><i>At least 60% of the proposed SMLSB is developed with or is restricted to not more than two single-family residential (SFR) units per lot;</i></p> <p><b>94% of the proposed application area is developed with not more than two SFR units per property.</b></p>
X		<p><i>Demonstrated sufficient evidence of support;</i></p> <p><b>Petition signed by owners of 61% of the SMLSB.</b></p>
X		<p><i>Establishment of the SMLSB will further the goal of preserving the lot size character of the area; and,</i></p> <p><b>A minimum lot size of 6,400 square feet exists on sixteen (16) lots in the blockface.</b></p>
X		<p><i>The proposed SMLSB has a lot size character that can be preserved by the establishment of a special minimum lot size, taking into account the age of the neighborhood, the age of structures in the neighborhood, existing evidence of a common plan and scheme of development, and such other factors that the director, commission or city council, respectively as appropriate, may determine relevant to the area.</i></p> <p><b>There is no plat for the subdivision. Most homes originate from the 1950's. The establishment of a 6,400 square foot minimum lot size will preserve the lot size character of the area.</b></p>
<p><i>The minimum lot size for this application was determined by finding the current lot size that represents a minimum standard for at least 70% of the application area.</i></p>		
<p><b>Twelve (12) out of seventeen (17) lots (representing 72% of the application area) are at least 6,400 square feet in size.</b></p>		

**The Special Minimum Lot Size Block meets the criteria.**

  
 \_\_\_\_\_  
 Patrick Walsh, P.E.  
 Director


5/28/14  
 \_\_\_\_\_  
 Date



**Special Minimum Lot Size/Special Minimum Building Line  
1600 block of Tabor St.  
west side, between Louise St. and Link St.**

Source: Harris County Appraisal District  
Date: March 14, 2014  
Reference: MLS392/MBL202

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.

 Area under consideration



**PLANNING &  
DEVELOPMENT  
DEPARTMENT**

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District A

Item Creation Date: 5/5/2014

PLN-Spl Min Bldg Line - 1800 - 2000 of Wycliffe Drive, east side

Agenda Item#: 22.

**Summary:**

ORDINANCE establishing the 1800-2000 blocks of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive, within the City of Houston as a special minimum building line block pursuant to Chapter 42 of the Code of Ordinances, Houston, Texas -

**DISTRICT A - STARDIG**

**Background:**

Approval of an ordinance designating the **1800 - 2000 blocks of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive** as a Special Minimum Building Line Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 30'-0" special building line.

In accordance with Section 42-170 of the Code of Ordinances, the property owner of **Lot 99, block G, of the Wrenwood, Section 2 Subdivision** initiated an application for the designation of a special minimum building line block. The application includes written evidence of support from the owners of 60% of the block. Notification was mailed to the thirty-two (32) property owners indicating that the special minimum building line application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Two (2) written protests were filed. The Houston Planning Commission considered the application and protest at the February 6, 2014 meeting and voted to recommend the City Council establish the Special Minimum Building Line Block.

It is recommended that the City Council adopt an ordinance establishing a 30'-0" Special Minimum Building Line for the block.

Attachment:

- Planning Commision Approval
- Special Minimum Building Line Block Application & Petition
- Evidence of Support
- Map of the Area
- Protest Letters

**Contact Information:**

Kevin Calfee 713.837.7768

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Spl Min Bldg Line - 1800 - 2000 of Wycliffe Drive, east side	Backup Material
<input type="checkbox"/> MAP	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Ordinance designating the 1800 - 2000 blocks of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive as a Special Minimum Building Line Block	<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Patrick Walsh, P.E. Director Planning and Development Department	<b>Origination Date</b> March 19, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council District affected:</b> A
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<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768	<b>Date and identification of prior authorizing Council action:</b> N/A
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**RECOMMENDATION:** (Summary) Approval of an ordinance designating the 1800 - 2000 blocks of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive as a Special Minimum Building Line Block, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 30'-0" special building line.

<b>Amount and Source of Funding:</b>	<b>Finance Budget:</b>
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**SPECIFIC EXPLANATION:** In accordance with Section 42-170 of the Code of Ordinances, the property owner of Lot 99, Block G, of the Wrenwood, Section 2 Subdivision initiated an application for the designation of a special minimum building line block. The application includes written evidence of support from owners of 60% of the area. Notification was mailed to thirty-two (32) property owners indicating that the special building minimum line block application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Two (2) written protests were filed. The Houston Planning Commission considered the application and protest at the February 6, 2014 meeting and voted to recommend the City Council establish the Special Minimum Building Line Block.

It is recommended that the City Council adopt an ordinance establishing a 30'-0" Special Building Line for the block.

Attachments: Planning Commission Approval, Special Minimum Building Line Block Application & Petition, Evidence of Support, Map of the Area, Protest Letters

xc: Marta Crinejo, Agenda Director  
Anna Russell, City Secretary  
David M. Feldman, City Attorney  
Gary Dzierlenga, Legal Department, Land Use Division

**REQUIRED AUTHORIZATION**

<b>Finance Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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XX

**Special Minimum Building Line Block No. 195  
Planning Commission Approval**

Planning Commission Evaluation:

Satisfies	Does Not Satisfy	Criteria
X		<p><i>SMBLB includes all property within at least one block face and no more than two opposing block faces;</i></p> <p><b>The application is for the 1800-2000 block of Wycliffe Drive, east side between Shadow Wood Drive and Metronome Drive, and west side between Chatterton Drive and Metronome Drive.</b></p>
X		<p><i>More than 60% of the proposed SMBLB is developed with or is restricted to not more than two single-family residential (SFR) units per lot;</i></p> <p><b>100% of the proposed application area is developed with not more than two single-family residential units per property.</b></p>
X		<p><i>Demonstrated sufficient evidence of support;</i></p> <p><b>Petition signed by owners of 60% of the SMBLB.</b></p>
X		<p><i>Establishment of the SMBLB will further the goal of preserving the building line character of the area; and,</i></p> <p><b>A minimum building line of 30 feet exists on thirty (30) properties in the blockface.</b></p>
X		<p><i>The proposed SMBLB has a building line character that can be preserved by the establishment of a minimum building line, taking into account the age of the neighborhood, the age and architectural features of structures in the neighborhood, existing evidence of a common plan or scheme of development, and such other factors that the director, commission or city council, respectively as appropriate, may determine relevant to the area.</i></p> <p><b>The subdivisions were platted in 1953, 1955, and 1956. Most homes originate from the 1950's and 1960's. The establishment of a 30 foot minimum building line will preserve the building line character of the area.</b></p>
<p><i>The minimum building line for this application was determined by finding the current building line that represents a minimum standard for at least 70% of the application area.</i></p> <p><b>Thirty (30) out of thirty-two (32) properties (representing 94% of the application area) have a building line of at least thirty (30) feet.</b></p>		

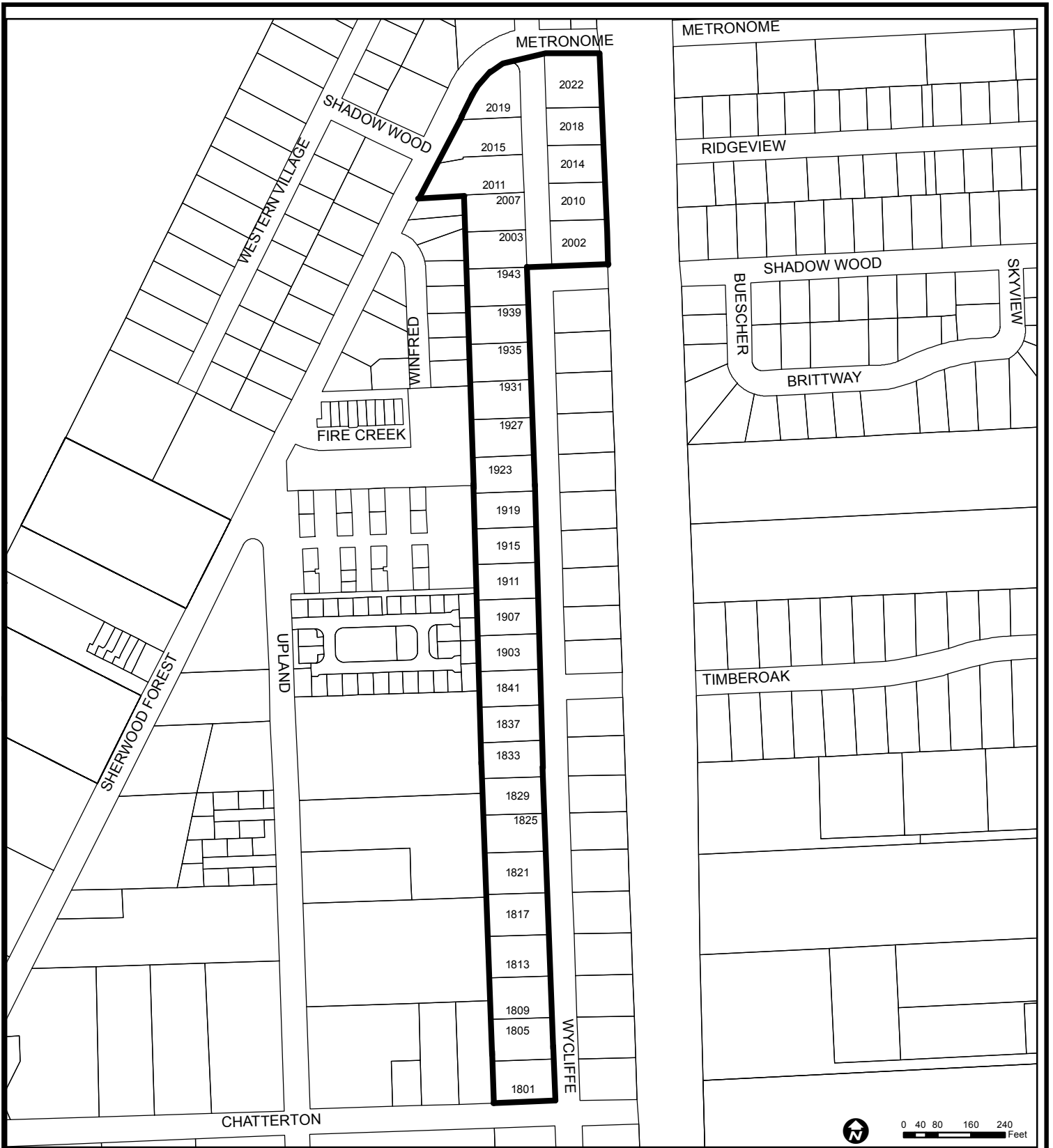
**The Special Minimum Building Line Block meets the criteria.**

  
Mark Kilkenny, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sonny Garza, Vice-Chair

\_\_\_\_\_  
Date



**1800 - 2000 blocks of Wycliffe Drive, west side,  
 between Metronome Drive and Chatterton Drive; and  
 2000 block of Wycliffe Drive, east side,  
 between Metronome Drive and Shadow Wood Drive  
 Special Minimum Building Line**

Source: Harris County Appraisal District  
 Date: December 5, 2013  
 Reference: MBL 195

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &  
 DEVELOPMENT  
 DEPARTMENT**

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District A, District C

Item Creation Date: 10/14/2014

20TAA126-Advance funding agreement with TxDOT

Agenda Item#: 23.

**Summary:**

ORDINANCE appropriating \$758,665.88 out of Water & Sewer System Consolidated Construction Fund; approving and authorizing an Advance Funding Agreement between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for Utility Relocations affected by the widening and reconstruction of US 290 from west of Pinemont to west of 34th Street - **DISTRICTS A - STARDIG and C - COHEN**

**Background:**

**SUBJECT:** Advance Funding Agreement between the City of Houston and Texas Department of Transportation for Utility Relocations affected by the widening and reconstruction of US 290 from West of Pinemont to West of 34th Street. WBS Nos. S-000521-0095-7, R-000521-0095-7.

**RECOMMENDATION:** (Summary) Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston and Texas Department of Transportation (TxDOT) and appropriate funds.

**PROJECT NOTICE/JUSTIFICATION:** Texas Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain and operate a system of streets, roads and highways that comprise the State Highway System. Texas Transportation Commission Minute Order Number 113885 authorizes the State to undertake and complete a highway improvement on US 290 (Segment 4) from West of Pinemont to West of 34th Street.

**DESCRIPTION/SCOPE:** This project provides for the widening and reconstruction of 5 main lanes with auxiliary lanes and frontage roads including storm sewers, signing and pavement markings, bridges, water line and sanitary sewer relocations and adjustments.

**LOCATION:** The project is generally bounded by West Tidwell on the North, Mangum on the East, Hammerly on the South and Hempstead Highway on the West. This project is located in Key Map Grids 451 E, F, K, L & Q.

**SCOPE OF THIS AGREEMENT:** The City and TxDOT agree to include the relocation of existing water and sanitary sewer utilities in the project area. Under the terms of this Advance Funding Agreement, TxDOT shall manage the design and construction of the overall project. The City will pay for the design and construction of City owned water and sanitary utilities. The City and TxDOT will coordinate the maintenance and the relocation of the utility facilities during and upon completion of the construction contract. The City shall advance to TxDOT one hundred percent (100%) of the estimated City's share in the amount of \$583,589.14 for the relocation of the utilities. All change orders increasing the construction cost for the City's utility relocations shall be submitted to the City for review and approval, and the City will be responsible for 100% of the cost of any authorized overruns. The requested appropriation of \$758,665.88 includes \$116,717.83 for contingency and \$58,358.91 for CIP cost recovery.

**ACTION RECOMMENDED:** It is recommended that the City Council adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston and Texas Department of Transportation and appropriate funds

**Amount of Funding:**

\$758,655.88

**Source of Funding:**

Other (Specify)

Water & Sewer System Consolidated Construction Fund No. 8500

**Contact Information:**


Ravi Kaleyatodi, P.E., CPM 832-395-2326

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA	Backup Material
<input type="checkbox"/> Map	Backup Material
<input type="checkbox"/> Backup	Backup Material
<input type="checkbox"/> Ordinance	Ordinance/Resolution/Motion

<p><b>SUBJECT:</b> Advance Funding Agreement between the City of Houston and Texas Department of Transportation for Utility Relocations affected by the widening and reconstruction of US 290 from West of Pinemont to West of 34<sup>th</sup> Street. WBS Nos. S-000521-0095-7, R-000521-0095-7.</p>	<p>Page 1 of 2</p>	<p>Agenda Item #</p>
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<p><b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering</p>	<p><b>Origination Date</b></p>	<p><b>Agenda Date</b></p>
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<p><b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E., Director</p>	<p><b>Council District affected:</b>  A &amp; C      <i>see</i></p>
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<p><b>For additional information contact:</b>  9/25/14 Ravi Kaleyatodi, P.E., CPM Phone: (832) 395-2326 Senior Assistant Director</p>	<p><b>Date and identification of prior authorizing Council action:</b> N/A</p>
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**RECOMMENDATION: (Summary)**  
Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston and Texas Department of Transportation (TxDOT) and appropriate funds.

**Amount and Source of Funding:**  
\$758,665.88 from Water and Sewer System Consolidated Construction Fund No. 8500 *M.P. 9/29/2014*

**PROJECT NOTICE/JUSTIFICATION:** Texas Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain and operate a system of streets, roads and highways that comprise the State Highway System. Texas Transportation Commission Minute Order Number 113885 authorizes the State to undertake and complete a highway improvement on US 290 (Segment 4) from West of Pinemont to West of 34<sup>th</sup> Street.

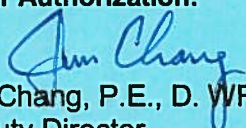

**DESCRIPTION/SCOPE:** This project provides for the widening and reconstruction of 5 main lanes with auxiliary lanes and frontage roads including storm sewers, signing and pavement markings, bridges, water line and sanitary sewer relocations and adjustments.

**LOCATION:** The project is generally bounded by West Tidwell on the North, Mangum on the East, Hammerly on the South and Hempstead Highway on the West. This project is located in Key Map Grids 451 E, F, K, L & Q.

**SCOPE OF THIS AGREEMENT:** The City and TxDOT agree to include the relocation of existing water and sanitary sewer utilities in the project area. Under the terms of this Advance Funding Agreement, TxDOT shall manage the design and construction of the overall project. The City will pay for the design and construction of City owned water and sanitary utilities. The City and TxDOT will coordinate the maintenance and the relocation of the utility facilities during and upon completion of the construction contract.

The City shall advance to TxDOT one hundred percent (100%) of the estimated City's share in the amount of \$583,589.14 for the relocation of the utilities. All change orders increasing the construction cost for the City's utility relocations shall be submitted to the City for review and approval, and the City will be responsible for 100% of the cost of any authorized overruns. The requested appropriation of \$758,665.88 includes \$116,717.83 for contingency and \$58,358.91 for CIP cost recovery.

LTS # 12702 CUIC ID # 20TAA126

<p><b>Finance Department:</b></p>	<p><b>Other Authorization:</b>  Jun Chang, P.E., D. WRE, Deputy Director Public Utility Division</p>	<p><b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division</p>
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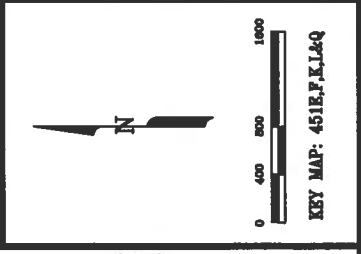
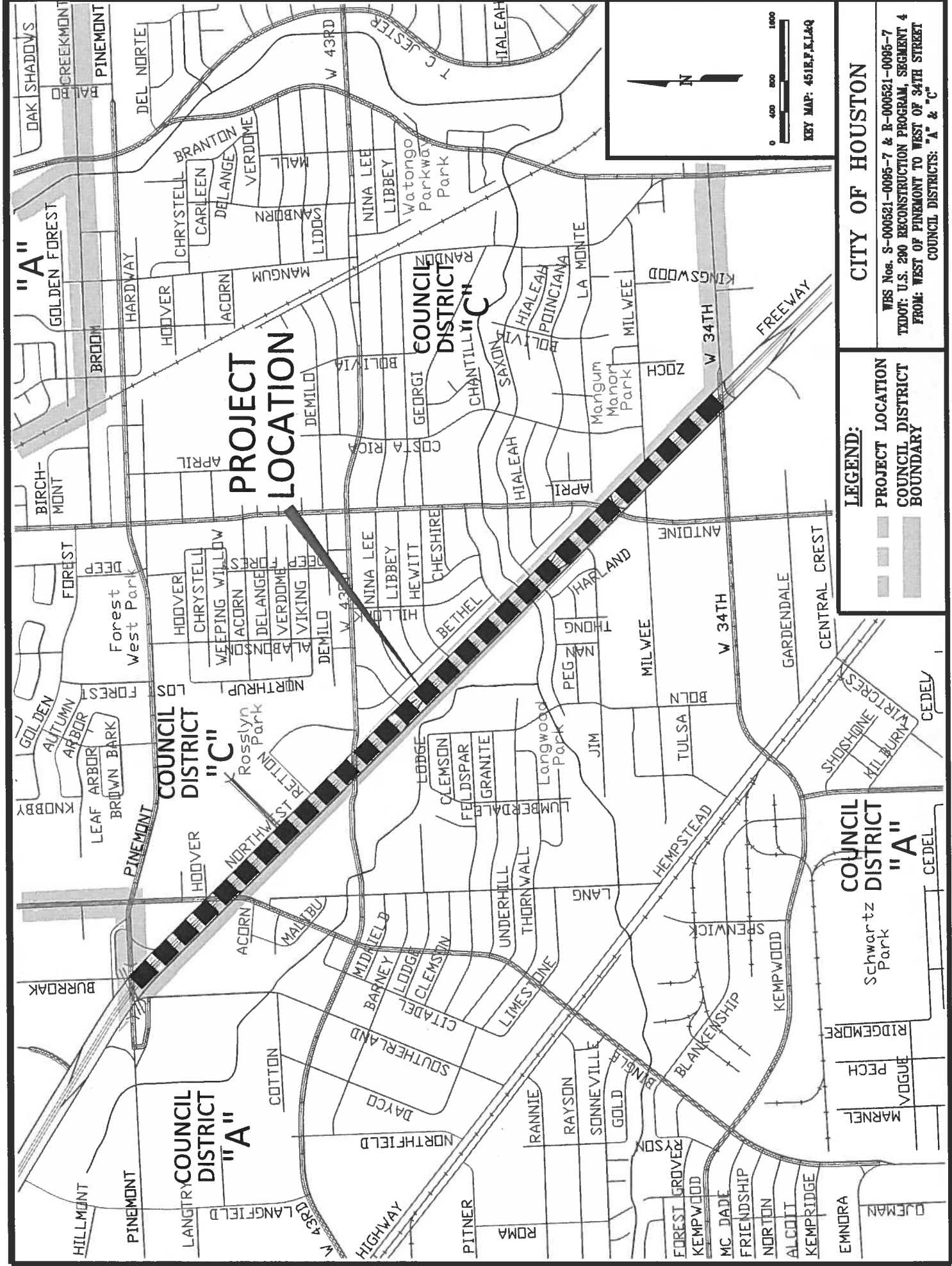
Date	<b>SUBJECT:</b> Advance Funding Agreement between the City of Houston and Texas Department of Transportation for Utility Relocations affected by the widening and reconstruction of US 290 from West of Pinemont to West of 34 <sup>th</sup> Street. WBS Nos. S-000521-0095-7, R-000521-0095-7.	Originator's Initials TAA	Page <u>2</u> of <u>2</u>
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**ACTION RECOMMENDED:** It is recommended that the City Council adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston and Texas Department of Transportation and appropriate funds.

*PKC*  
DAR:DRM:RK:TAA:PKC:dww

Z:\constr\A-SB-DIV\Interagency\TxDOT Projects\0050-09-071 US 290- Hempstead Reconstruction Program Segment 4\Agreement-RCA Working Folder

File – TxDOT – US 290 Hempstead Reconstruction Program Segment 4



**CITY OF HOUSTON**

WBS Nos. S-000521-0095-7 & R-000521-0095-7  
 TDDOT: U.S. 290 RECONSTRUCTION PROGRAM, SEGMENT 4  
 FROM: WEST OF PINEMONT TO WEST OF 34TH STREET  
 COUNCIL DISTRICTS: "A" & "C"

**LEGEND:**

- PROJECT LOCATION
- COUNCIL DISTRICT BOUNDARY

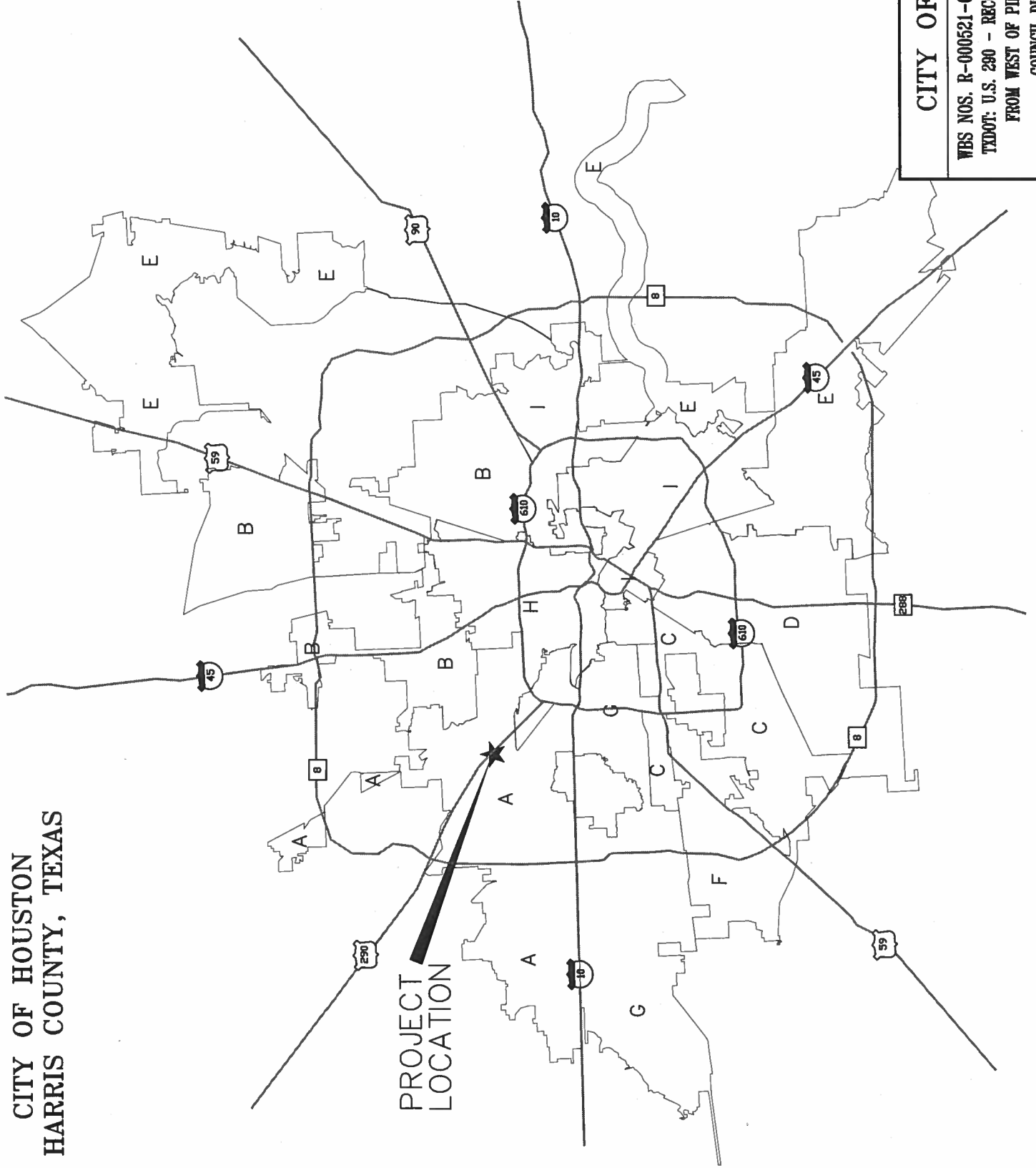
**COUNCIL DISTRICT "A"**

Schwar tz Park

**COUNCIL DISTRICT "B"**

**COUNCIL DISTRICT "C"**

CITY OF HOUSTON  
HARRIS COUNTY, TEXAS



CITY OF HOUSTON

WBS NOS. R-000521-0095-4 & S-000521-0095-4  
TXDOT: U.S. 290 - RECONSTRUCTION PROJECT, SEG. 4  
FROM WEST OF PINEMONT TO WEST OF 34TH  
COUNCIL DISTRICTS: "A" & "C"

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

20JRW24-1st Amend AFA - TxDOT - Houston TranStar Center

Agenda Item#: 24.

**Summary:**

ORDINANCE approving and authorizing first amendment to Advance Funding Agreement between the City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for the construction of the Houston TranStar Center (Approved by Ordinance No. 1994-0741) (CSJ 0912-71-428)

**Background:**

**SPECIFIC EXPLANATION:** The Director of Public Works & Engineering recommends that City Council approve an Ordinance authorizing a first amendment to the Advance Funding Agreement between the City and **TxDOT**.

TxDOT sent final notice of payment for this project in January 2000, the City issued payment in February of the same year. However, TxDOT cannot find any record of payments on this project. The City has provided our documentation of payments, TxDOT has agreed to pay all additional balances they show in their records on this advanced funding agreement.

After the passage of this amendment, there will be no additional costs to the City, and will exclude the City from any further funding obligations for the original construction project. All other provisions of the original agreement are unchanged and remain in full force and effect.

**ACTION RECOMMENDED:** It is recommended that City Council adopt an Ordinance approving and authorizing a First Amendments to the Advance Funding Agreement to close out one of two TxDOT accounts that funded the original Houston Transtar Construction Project (CSJ 0912-71-428).

**Prior Council Action:**

Ordinance 94-741 passed 07/27/94

**Amount of Funding:**

No additional funding is required

**Contact Information:**

John R. Waley, P.E.  
Senior Assistant Director  
**Phone:** (713) 881-3000

**ATTACHMENTS:**

Description	Type
☐ 20JRW24-1st Amend AFA - TxDOT - Houston TranStar Center RCA	Backup Material

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

#  
①

**SUBJECT:** Approve an Ordinance Authorizing a First Amendment to the Advance Funding Agreement between the City of Houston and Texas Department of Transportation (TxDOT) to close out the original construction project at the Houston TranStar Center.

**Category**

**FROM (Department or other point of origin):**

**Origination Date**

Department of Public Works and Engineering



**DIRECTOR'S SIGNATURE:**

*Dale A. Rudick*  
Dale A. Rudick, P.E., Director

**Council District affected:**

All

**For additional information contact:**

John R. Whaley, P.E. Phone: (713) 881-3000  
Senior Assistant Director

**Date and identification of prior authorizing Council action:**

Ordinance 94-741 passed 07/27/94

**RECOMMENDATION: (Summary)** That City Council approves an Ordinance authorizing a First Amendment to the Advanced Funding Agreement between the City of Houston and TxDOT for the construction of the Houston TranStar Center.

**Amount and Source of Funding:** No additional funding is required.

**SPECIFIC EXPLANATION:** The Director of Public Works & Engineering recommends that City Council approves an Ordinance authorizing a first amendment to the Advance Funding Agreement between the City and TxDOT.

TxDOT sent final notice of payment for this project in January 2000, the City issued payment in February of the same year. However, TxDOT cannot find any record of payments on this project. The City has provided our documentation of payments, TxDOT has agreed to pay all additional balances they show in their records on this advanced funding agreement.

After the passage of this amendment, there will be no additional costs to the City, and will exclude the City from any further funding obligations for the original construction project. TxDOT is proposing to use State funds to pay the remaining balance, to close out the original construction project. All other provisions of the original agreement are unchanged and remain in full force and effect.

**ACTION RECOMMENDED:** It is recommended that City Council adopt an Ordinance approving and authorizing a First Amendment to the Advance Funding Agreement to close out one of two TxDOT accounts that funded the original Houston TranStar Construction Project (CSJ 0912-71-428).

LTS# 13112

REQUIRED AUTHORIZATION

CUIC ID #20JRW24

**Finance Department:**

**Other Authorization:**

**Other Authorization:**

*John R. Whaley*  
for  
Jeffrey S. Weatherford, P.E., PTOE  
Deputy Director  
Traffic Operations Division



To:  
Karen Kelly

**Ruth Gonzales**

Agenda Coordinator  
Office of the Director  
Public Works and Engineering  
832/395-2458 • Fax: 832/395-2414  
ruth.gonzales@houstontx.gov

October 8, 2014

20JRW23 & 20JRW24 – Approving a First Amendment for close out of the construction project at the Houston TranStar Project.

The attached RCA packages will run consecutively (1&2) because they are closing out two construction projects at the Houston TranStar Center.

If additional information is needed, please let me know.

Thanks  
Ruth G.  
5-2458



# Texas Department of Transportation

P. O. BOX 1386 | HOUSTON, TEXAS 77251 | (713) 802-5000 | WWW.TXDOT.GOV

September 26, 2014

City of Houston  
Dale Ruddick  
Director, Public Works & Engineering  
P.O. Box 1562  
Houston, Texas 77251-1562

Re: 0912-71-428 – Houston Transtar Building

Dear Mr. Ruddick:

The Houston Transtar Building project was successfully completed in 1996. The purpose of this letter is to seek the cooperation of the City of Houston (City) in closing out this project.

Attached is an amendment for subject project. Given the time that has elapsed, the fact that the remaining balance may be in dispute, and our need to balance our books and close out this project, we are proposing to use State funds to pay the remaining balance. To do this, we must amend our original Agreement. The attached Amendment #1 provides for a fixed cost of \$453,836.66, which represents the City's current participation in subject project. Once Amendment #1 is fully executed, there will be no additional costs to the City.

Attached are two duplicate copies of Amendment #1 between the Texas Department of Transportation and the City for subject project. Please review the Amendment and advise us if you have any questions. Otherwise, please execute on behalf of the City and return to my attention for further processing.

We sincerely apologize for the delays and problems in closing out this project. Your patience and cooperation are appreciated.

Please contact me at (713) 802-5501 should you have any questions or concerns.

Sincerely,

Mark D. Patterson, P.E.  
Director of Consultant Contracts  
Houston District

Attachment

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

20JRW23-AFA 1st Amend - TxDOT - Houston TranStar Center

Agenda Item#: 25.

**Summary:**

ORDINANCE approving and authorizing first amendment to Advance Funding Agreement between the City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for the construction of the Houston TranStar Center (Approved by Ordinance No. 1994-0741) (CSJ 0912-71-365)

**Background:**

**SPECIFIC EXPLANATION:** The Director of Public Works & Engineering recommends that City Council approves an Ordinance authorizing a first amendment to the Advance Funding Agreement between the City and **TxDOT**.

TxDOT sent final notice of payment for this project in January 2000, the City issued payment in February of the same year. However, TxDOT cannot find any record of payments on this project. The City has provided our documentation of payments, TxDOT has agreed to pay all additional balances they show in their records on this advanced funding agreement.

After the passage of this amendment, there will be no additional costs to the City, and will exclude the City from any further funding obligations for the original construction project. TxDOT is proposing to use State funds to pay the remaining balance, to close out the original construction project. All other provisions of the original agreement are unchanged and remain in full force and effect.

**ACTION RECOMMENDED:** it is recommended that City Council adopt an Ordinance approving and authorizing a First Amendment to the Advance Funding Agreement to close out one of two TxDOT accounts that funded the original Houston TranStar Construction Project (CSJ 0912-71-365)

**Prior Council Action:**

Ordinance 94-741 passed 07/27/94

**Amount of Funding:**

No additional funding required

**Contact Information:**

John R. Walsh, P.E.  
Senior Assistant Director  
**Phone:** (713) 881-3000

**ATTACHMENTS:**

Description	Type
☐ 20JRW23-AFA 1st Amend - TxDOT - Houston TranStar Center	Backup Material

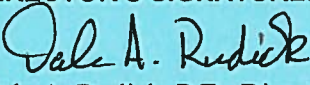
TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

#  
2

<b>SUBJECT:</b> Approve an Ordinance Authorizing a First Amendment to the Advance Funding Agreement between the City of Houston and Texas Department of Transportation (TxDOT) to close out the original construction project at the Houston TranStar Center.	<b>Category</b>
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<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b>
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<b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E., Director	<b>Council District affected:</b> All
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<b>For additional information contact:</b> John R. Whaley, P.E. <b>Phone:</b> (713) 881-3000 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b> Ordinance 94-741 passed 07/27/94
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**RECOMMENDATION: (Summary)** That City Council approves an Ordinance authorizing a First Amendment to the Advanced Funding Agreement between the City of Houston and TxDOT for the construction of the Houston TranStar Center.

**Amount and Source of Funding:** No additional funding is required.

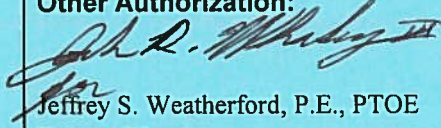
**SPECIFIC EXPLANATION:** The Director of Public Works & Engineering recommends that City Council approves an Ordinance authorizing a first amendment to the Advance Funding Agreement between the City and TxDOT.

TxDOT sent final notice of payment for this project in January 2000, the City issued payment in February of the same year. However, TxDOT cannot find any record of payments on this project. The City has provided our documentation of payments, TxDOT has agreed to pay all additional balances they show in their records on this advanced funding agreement.

After the passage of this amendment, there will be no additional costs to the City, and will exclude the City from any further funding obligations for the original construction project. TxDOT is proposing to use State funds to pay the remaining balance, to close out the original construction project. All other provisions of the original agreement are unchanged and remain in full force and effect.

**ACTION RECOMMENDED:** It is recommended that City Council adopt an Ordinance approving and authorizing a First Amendment to the Advance Funding Agreement to close out one of two TxDOT accounts that funded the original Houston TranStar Construction Project (CSJ 0912-71-365).

LTS# 13111      REQUIRED AUTHORIZATION      CUIIC ID #20JRW23

<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Jeffrey S. Weatherford, P.E., PTOE Deputy Director Traffic Operations Division
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To:  
Karen Kelly

**Ruth Gonzales**

Agenda Coordinator  
Office of the Director  
Public Works and Engineering  
832/395-2458 • Fax: 832/395-2414  
ruth.gonzales@houstontx.gov

October 8, 2014

20JRW23 & 20JRW24 – Approving a First Amendment for close out of the construction project at the Houston TranStar Project.

The attached RCA packages will run consecutively (1&2) because they are closing out two construction projects at the Houston TranStar Center.

If additional information is needed, please let me know.

Thanks  
Ruth G.  
5-2458



# Texas Department of Transportation

P. O. BOX 1386 | HOUSTON, TEXAS 77251 | (713) 802-5000 | WWW.TXDOT.GOV

September 26, 2014

City of Houston  
Dale Ruddick  
Director, Public Works & Engineering  
P.O. Box 1562  
Houston, Texas 77251-1562

Re: 0912-71-365 – Houston Transtar Building

Dear Mr. Ruddick:

The Houston Transtar Building project was successfully completed in 1996. The purpose of this letter is to seek the cooperation of the City of Houston (City) in closing out this project.

Attached is an amendment for subject project. Given the time that has elapsed, the fact that the remaining balance may be in dispute, and our need to balance our books and close out this project, we are proposing to use State funds to pay the remaining balance. To do this, we must amend our original Agreement. The attached Amendment #1 provides for a fixed cost of \$777,418.12, which represents the City's current participation in subject project. Once Amendment #1 is fully executed, there will be no additional costs to the City.

Attached are two duplicate copies of Amendment #1 between the Texas Department of Transportation and the City for subject project. Please review the Amendment and advise us if you have any questions. Otherwise, please execute on behalf of the City and return to my attention for further processing.

We sincerely apologize for the delays and problems in closing out this project. Your patience and cooperation are appreciated.

Please contact me at (713) 802-5501 should you have any questions or concerns.

Sincerely,

Mark D. Patterson, P.E.  
Director of Consultant Contracts  
Houston District

Attachment

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

20UPA309-FY15 funding for Developer Participation Contracts

Agenda Item#: 26.

**Summary:**

ORDINANCE appropriating \$1,000,000.00 out of Water & Sewer System Consolidated Construction Fund and \$500,000.00 out of Street & Traffic Control & Storm Drainage DDSRF for Fiscal Year 2015 funding for the Developer Participation Contracts (Approved by Ordinance No. 2008-0307, as amended)

**Background:**

**SUBJECT:** Ordinance appropriating FY15 funding for the Developer Participation Contracts

**RECOMMENDATION: (Summary)**

Adopt an ordinance appropriating funding for Developer Participation Contract, Water, Sanitary Sewer, and Storm Drainage for FY 15

**SPECIFIC ECPLANATION:**

In accordance with Chapter 47 regarding the Developer Participation Program (Ordinance Number 2008-0307), the Director of the Public Works and Engineering Department requests Council approval of the appropriations necessary to fund Developer Participation Contracts, Water, Sanitary Sewer, and Storm Drainage for FY15. When a DPC application is administratively complete, but at least 10 days prior to approval by the Director, the Department shall provide the members of the City Council notice of the scope and location of the proposed budget as well as contact information for the developer.

The funding requested for FY15 will provide \$1,500,000 to be available for new development projects in FY15 for water, sanitary sewer and storm drainage. For accounting simplification, previous storm drainage appropriations designated as M-000800-DPC1-4 are re-designated as M-430800-DPC1-4 in consistency with new project number assignments.

cc: Marta Crinejo  
Howard Hilliard  
Susan Bandy

**Prior Council Action:**

April 9, 2008 2008-307

**Amount of Funding:**

FY15 appropriation \$1,500,000.00

\$1,000,000.00 Water & Sewer System Consolidated Construction Fund 8500

\$500,000.00 Street & Traffic Control & Storm Drainage DDSRF Fund 4042

**Source of Funding:**

Other (Specify)

Fund 8500 Fund 4042

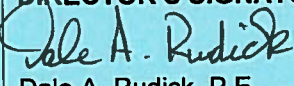

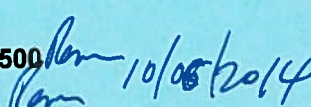
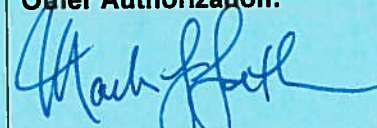
**Contact Information:**

Mark L. Loethen, P.E., CFM, PTOE 832-395-2705

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA	Signed Cover sheet
<input type="checkbox"/> prior council action RCA	Backup Material
<input type="checkbox"/> backup	Backup Material
<input type="checkbox"/> Ordinance	Ordinance/Resolution/Motion

**TO: Mayor via City Secretary      REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Ordinance appropriating FY15 funding for the Developer Participation Contracts		<b>Page</b> 1 of 1	<b>Agenda Item</b> #
S-000800-DPC1-4/R-000800-DPC1-4/M-430800-DPC1-4			
<b>FROM (Department or other point of origin):</b>		<b>Origination Date</b>	<b>Agenda Date</b>
Department of Public Works and Engineering			
<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.		<b>Council District affected:</b> All	
<b>For additional information contact:</b>  Mark L. Loethen, P.E., CFM, PTOE 832-395-2705		<b>Date and identification of prior authorizing Council action:</b> April 9, 2008, 2008-307	
<b>RECOMMENDATION: (Summary)</b> Adopt an ordinance appropriating funding for Developer Participation Contract, Water, Sanitary Sewer, and Storm Drainage for FY15			
<b>Amount and Source of Funding:</b> FY15 appropriation \$1,500,000.00 \$1,000,000.00 from the Water and Sewer System Consolidated Construction Fund 8500 \$500,000.00 from the Street & Traffic Control & Storm Drainage DDSRF Fund 4042 			
<b>SPECIFIC EXPLANATION:</b>  In accordance with Chapter 47 regarding the Developer Participation Program (Ordinance Number 2008-0307), the Director of the Public Works and Engineering Department requests Council approval of the appropriations necessary to fund Developer Participation Contracts, Water, Sanitary Sewer, and Storm Drainage for FY15. When a DPC application is administratively complete, but at least 10 days prior to approval by the Director, the Department shall provide the members of the City Council notice of the scope and location of the proposed budget as well as contact information for the developer.  The funding requested for FY15 will provide \$1,500,000 to be available for new development projects in FY15 for water, sanitary sewer and storm drainage. For accounting simplification, previous storm drainage appropriations designated as M-000800-DPC1-4 are re-designated as M-430800-DPC1-4 in consistency with new project number assignments.  cc:     Marta Crinejo Howard Hilliard Susan Bandy			
<b>LTS No. 12974</b>		<b>CUIC No. 20UPA309</b>	
<b>Finance Department</b>	<b>Other Authorization:</b>  Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning and Development Services Division		<b>Other Authorization:</b>

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District A

Item Creation Date: 10/14/2014

20MHS136-Scientech Engineers, Inc.

Agenda Item#: 27.

**Summary:**

ORDINANCE appropriating \$67,700.00 out of Street & Traffic Control and Storm Drainage DDSRF as an additional appropriation; approving and authorizing first amendment to Professional Engineering Services Contract between the City of Houston and **SCIENTECH ENGINEERS, INC** for Neighborhood Street Reconstruction Project 464 (Approved by Ordinance No. 2011-0563); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Street & Traffic Control And Storm Drainage DDSRF - **DISTRICT A - STARDIG**

**Background:**

**SUBJECT:** First Amendment and Additional Appropriation to the Professional Engineering Services Contract between the City and Scientech Engineers, Inc. for Neighborhood Street Reconstruction (NSR) Project 464. WBS No. N-000397-0001-3

**RECOMMENDATION: (Summary)**

Approve the first Amendment to the Professional Engineering Services Contract with Scientech Engineers, Inc. and appropriate funds.

**PROJECT NOTICE/JUSTIFICATION** This project is part of the Capital Improvement Plan which replaces existing residential streets that have been deteriorated beyond economical repair and normal maintenance, and improve drainage.

**DESCRIPTION/SCOPE:** The project consists of the design of neighborhood street reconstruction. The proposed improvements will consist of concrete roadways with curbs, sidewalks, and underground utilities as required.

**LOCATION:** This project is generally bounded by Kempwood Drive on the north, Westview Drive on the south, Wirt Road on the east, and Bingle Road on the west. The project is located in Key Map Grids 451N, S, and P.

**PREVIOUS HISTORY AND SCOPE:** The original Contract was approved by Council on June 29, 2011 by Ordinance No. 2011-0563. The scope of services under the original Contract consisted of Basic Services for Phase I - Preliminary Design, Phase II – Final Design, Phase III – Construction Services, and Additional Services.

**SCOPE OF THIS AMENDMENT AND FEE:** The scope of work is being amended to include the reconstruction of Waterbury Street. The requested additional appropriation will consist of additional Geotechnical investigation to perform a Fault Study, Quality Assurance and Quality Control Services, additional reproduction to complete required services, and coordination with Harris County Flood Control District to complete the required No Impact Application for W140-04-00 Channel. The requested additional appropriation will fund the engineering services fees which have been negotiated on a level of effort basis for a lump sum amount of \$58,319.75. The total requested amount of \$67,700.00 is to be appropriated as follows; \$58,319.75 for contract services and \$9,380.25 for CIP Cost Recovery.

**PAY OR PLAY PROGRAM:** The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the consultant provides health benefits

to eligible employees in compliance with City policy.

**M/WBE INFORMATION:** The M/WBE goal established for this project is 24%. The original Contract amount totals \$700,000.00. The consultant has been paid \$403,512.71 (57.64%) to date. Of this amount \$114,186.00 (28.30%) has been paid to M/WBE sub-consultants to date. Assuming approval of the requested additional appropriation, the contract amount will increase to \$758,319.75. The consultant proposes the following plan to meet the M/WBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
Paid Prior M/WBE Commitment		\$114,186.00	15.06%
Unpaid Prior M/WBE Commitment		\$ 53,836.60	7.10%
1. JAG Engineering, Inc.	Engineering Services- Quality Assurance and Quality Control	\$ 8,640.00	1.14%
2. Associated Testing Laboratories, Inc.	Geotechnical Services-Fault Study Phase 1	\$ 8,656.80	1.14%
3. Gurrola Reprographics Inc	Reproduction	\$ 4,500.00	0.59%
	<b>TOTAL</b>	<b>\$189,819.40</b>	<b>25.03%</b>

**Prior Council Action:**

Ordin. No. 2011-0563 6/29/11

**Amount of Funding:**

\$67,700.00

**Source of Funding:**

Other (Specify)

Fund No. 4042 - Street & Traffic Control & Storm Drainage Fund DDSRF Original (previous) appropriation of \$805,000.00 from Street & Bridge Consolidated Construction Fund No. 4506

**Contact Information:**

Ravi Kaleyatodi, P.E., CPM 832-395-2326

**ATTACHMENTS:**

Description	Type
☐ RCA	Signed Cover sheet
☐ prior council action RCA & Ord	Backup Material
☐ Map	Backup Material
☐ OBO documents	Backup Material
☐ Affidavit & Form B	Backup Material
☐ clear tax	Backup Material
☐ 2015-2019 CIP Plan	Backup Material
☐ Ordinance	Backup Material


TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION


<b>SUBJECT:</b> First Amendment and Additional Appropriation to the Professional Engineering Services Contract between the City and Scientech Engineers, Inc. for Neighborhood Street Reconstruction (NSR) Project 464. WBS No. N-000397-0001-3	<b>Page</b> 1 of 2	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E.,	<b>Council District affected:</b> A 
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<b>For additional information contact:</b>  Ravi Kaleyatodi, P.E., OPM Senior Assistant Director (832) 395-2326	<b>Date and identification of prior authorizing Council action:</b> Ordinance No. 2011-0563 Dated: 06/29/2011
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**RECOMMENDATION: (Summary)**  
Approve the first Amendment to the Professional Engineering Services Contract with Scientech Engineers, Inc. and appropriate funds.

**Amount and Source of Funding:** \$67,700.00 from Fund No. 4042 – Street & Traffic Control and Storm Drainage Fund DDSRF. Original (previous) appropriation of \$805,000.00 from Street and Bridge Consolidated Construction Fund No. 4506 

**PROJECT NOTICE/JUSTIFICATION** This project is part of the Capital Improvement Plan which replaces existing residential streets that have been deteriorated beyond economical repair and normal maintenance, and improve drainage.


**DESCRIPTION/SCOPE:** The project consists of the design of neighborhood street reconstruction. The proposed improvements will consist of concrete roadways with curbs, sidewalks, and underground utilities as required.

**LOCATION:** This project is generally bounded by Kempwood Drive on the north, Westview Drive on the south, Wirt Road on the east, and Bingle Road on the west. The project is located in Key Map Grids 451N, S, and P.

**PREVIOUS HISTORY AND SCOPE:** The original Contract was approved by Council on June 29, 2011 by Ordinance No. 2011-0563. The scope of services under the original Contract consisted of Basic Services for Phase I - Preliminary Design, Phase II – Final Design, Phase III – Construction Services, and Additional Services.

**SCOPE OF THIS AMENDMENT AND FEE:** The scope of work is being amended to include the reconstruction of Waterbury Street. The requested additional appropriation will consist of additional Geotechnical investigation to perform a Fault Study, Quality Assurance and Quality Control Services, additional reproduction to complete required services, and coordination with Harris County Flood Control District to complete the required No Impact Application for W140-04-00 Channel. The requested additional appropriation will fund the engineering services fees which have been negotiated on a level of effort basis for a lump sum amount of \$58,319.75.

<b>LTS No. 12846</b>	<b>CUIC# 20MHS136</b>
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<b>Finance Department:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division
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<b>Date</b>	<b>SUBJECT:</b> First Amendment and Additional Appropriation to the Professional Engineering Services Contract between the City and Scientech Engineers, Inc. for Neighborhood Street Reconstruction (NSR) Project 464. WBS No. N-000397-0001-3	<b>Originator's Initials</b>  MHS	<b>Page</b> <b>2 of 2</b>
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The total requested amount of \$67,700.00 is to be appropriated as follows; \$58,319.75 for contract services and \$9,380.25 for CIP Cost Recovery.

**PAY OR PLAY PROGRAM:** The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the consultant provides health benefits to eligible employees in compliance with City policy.

**M/WBE INFORMATION:** The M/WBE goal established for this project is 24%. The original Contract amount totals \$700,000.00. The consultant has been paid \$403,512.71 (57.64%) to date. Of this amount \$114,186.00 (28.30%) has been paid to M/WBE sub-consultants to date. Assuming approval of the requested additional appropriation, the contract amount will increase to \$758,319.75. The consultant proposes the following plan to meet the M/WBE goal:

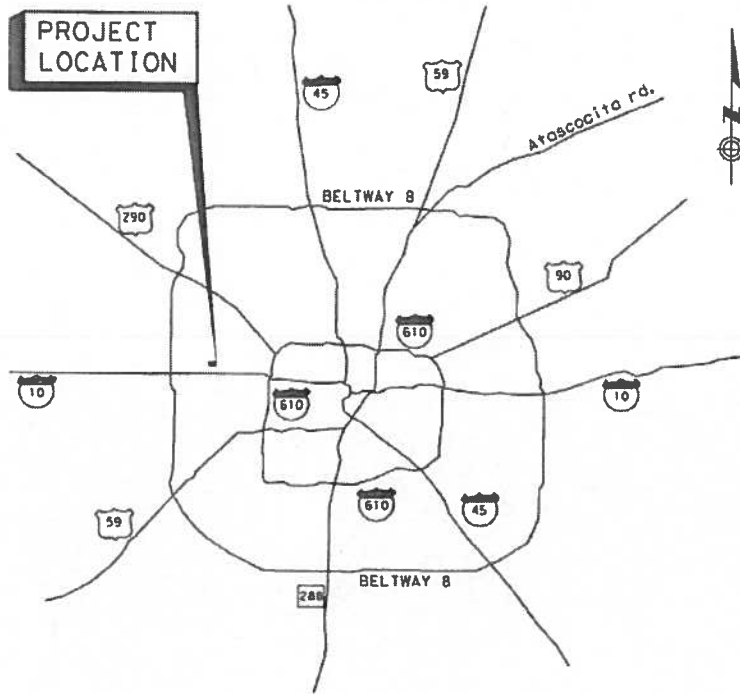
<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
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2. Associated Testing Laboratories, Inc.	Geotechnical Services- Fault Study Phase I	\$ 8,656.80	1.14%
3. Gurrola Reprographics Inc.	Reproduction	\$ 4,500.00	0.59%
	<b>TOTAL</b>	<b>\$189,819.40</b>	<b>25.03%</b>

  
DAR:DRM:RK:MS:MHS:mg

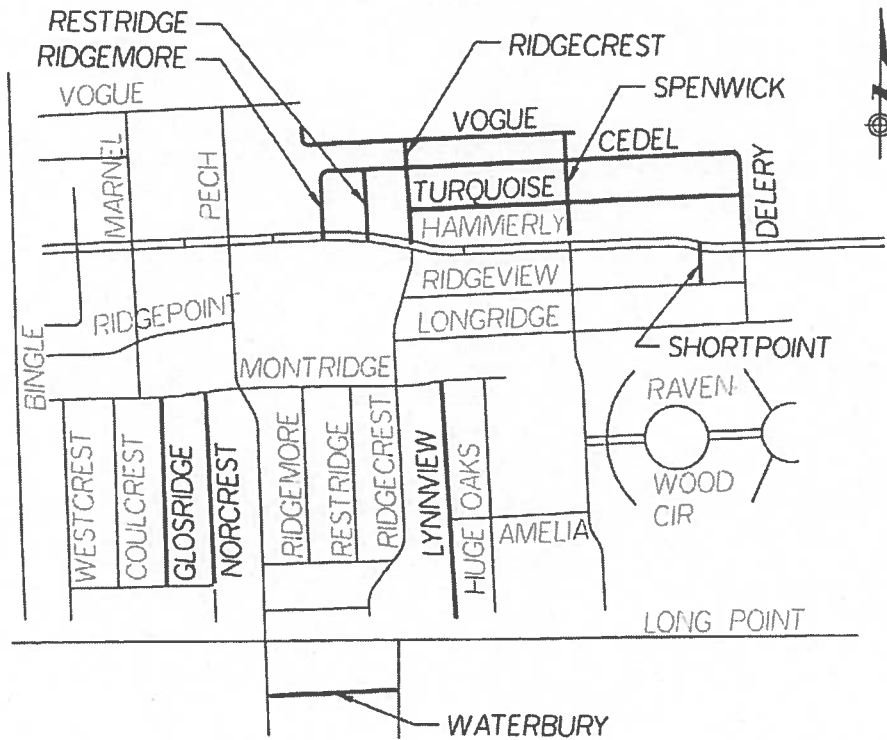
H:\design\A-NP-DIV\NSR\SAIED\NSR-464 (N-000397-0001-3)\1.0 Design Contract\1.2 RCA\Additional Appropriation RCA\RCA No 20MHS135 - Additional AppropriationRev.doc

ec: File (1.2 RCA)

LOCATION MAP



VICINITY MAP



PROJECT NSR 464  
WBS NO. N-000397-0001-3  
(KEY MAP 451N, 451S, & 451W)

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

Date: \_\_\_\_\_, 20\_\_

City Controller of the City of Houston, Texas

**FUND REF:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_ **ENCUMB. NO.:** \_\_\_\_\_

City of Houston, Texas Ordinance No. \_\_\_\_\_

**AN ORDINANCE APPROPRIATING THE SUM OF \$67,700.00 OUT OF THE STREET AND TRAFFIC CONTROL AND STORM DRAINAGE DDSRF AS AN ADDITIONAL APPROPRIATION; APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF HOUSTON AND SCIENTECH ENGINEERS, INC. FOR NEIGHBORHOOD STREET RECONSTRUCTION (NSR) PROJECT 464 (APPROVED BY ORDINANCE NO. 2011-0563); PROVIDING FUNDING FOR CIP COST RECOVERY RELATING TO CONSTRUCTION OF FACILITIES FINANCED BY THE STREET AND TRAFFIC CONTROL AND STORM DRAINAGE DDSRF; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

**FORM 132.M**  
**(Approving/Authorizing)**

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

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: the sum of **\$58,319.75** is appropriated for professional services related to the project described in the title and the sum of **\$9,380.25** is appropriated for CIP Cost Recovery relating to construction of facilities financed by the fund described in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

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

(Prepared by Legal Dept. \_\_\_\_\_)

(LAC/dw 10/13/14) Assistant City Attorney

(Requested by Dale A. Rudick, P.E., Director, Department of Public Works and Engineering)

(L.D. File No. 052-1100022-002)

H:\WALLACED.calshare\PWE.Amdmts & AddtlApprop\SCIENTECH ENGRS. INC. 2nd.AMD.addtl approp. Street.Traffic.Cntrl.Storm.DrainDDSRF. plus CIP.docx

**CERTIFICATE OF CITY CONTROLLER**

I, Ronald C. Green, Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, Texas, with respect to the sum of **\$67,700.00** required for the project referenced in the title of this ordinance, do hereby certify as follows:

**STREET & TRAFFIC CONTROL AND STORM DRAINAGE – DEDICATED  
DRAINAGE AND STREET RENEWAL FUND (DDSRF – Fund number – 4042)**

(a) General Obligation Commercial paper Series K, Ordinance No. 2011-1088, is available as an “initial” funding source for the project referenced above in the amount of **\$67,700.00**.

(b) The department has responsibility to ensure that cash in **DEDICATED DRAINAGE AND STREET RENEWAL FUND 2310** is sufficient to fund 4042 when bills are presented for payment.

\_\_\_\_\_  
City Controller

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014  
ETJ

Item Creation Date: 9/30/2014

20IPB145-HC MUD No.480

Agenda Item#: 28.

**Summary:**

ORDINANCE consenting to the addition of 19.842 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 480**, for inclusion in its district

**Background:**

**SUBJECT:** Petition for the City's consent to the addition of 19.842 acres of land to Harris County Municipal Utility District No. 480 (Key Map No. 289-G)

**RECOMMENDATION: (Summary)**

The petition for the addition of 19.842 acres of land to Harris County Municipal Utility District No.480 be approved.

**SPECIFIC EXPLANATION:**

Harris County Municipal Utility District No.480 has petitioned the City of Houston for consent to add 19.842 acres of land, located in the city's extraterritorial jurisdiction , to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of F.M. 2920, Kuykendahl Huffsmith Road, Stuebner Airline Road and Mahaffery Road. The district desires to add 19.842 acres , thus yielding a total of 503.262 acres. The district will be served by a district plant, Harris County Municipal Utility District No. 480 Wastewater Treatment Plant. The nearest major drainage facility flows to Willow Creek which flows into Spring Creek which flows into the San Jacinto River and finally into Lake Houston.

Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior th their construction.

The Utility District Review Committee recommends that the subject petition be approved.

Attachments

c: Marta Crinejo  
Patrick Walsh, P.E.  
Jun Chang, P.E., D.WRE  
Bill Zrioka  
Gary Dzierlenga  
Tim Lincoln, P.E.

**Contact Information:**

Carol Ellinger Haddock, P.E. 832-395-2686

**ATTACHMENTS:**


Description	Type
☐ RCA	Backup Material
☐ map	Backup Material
☐ map 2	Backup Material
☐ application form	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Petition for the City's consent to the addition of 19.842 acres of land to Harris County Municipal Utility District No. 480 (Key Map No. 289-G)	<b>Page</b> 1 of 1	<b>Agenda Item</b> #
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<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.	<b>Council District affected:</b>  "ETJ" <i>NAR</i>
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<b>For additional information contact:</b> <i>For</i>  Carol Ellinger Haddock, P.E. Senior Assistant Director (832) 395-2686	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**

The petition for the addition of 19.842 acres of land to Harris County Municipal Utility District No. 480 be approved.

**Amount and Source of Funding:**

NONE REQUIRED

**SPECIFIC EXPLANATION:**

Harris County Municipal Utility District No. 480 has petitioned the City of Houston for consent to add 19.842 acres of land, located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

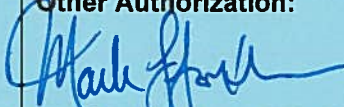
The district is located in the vicinity of F.M. 2920, Kuykendahl Huffsmith Road, Stuebner Airline Road and Mahaffey Road. The district desires to add 19.842 acres, thus yielding a total of 503.262 acres. The district will be served by a district plant, Harris County Municipal Utility District No. 480 Wastewater Treatment Plant. The nearest major drainage facility flows to Willow Creek which flows into Spring Creek which flows into the San Jacinto River and finally into Lake Houston.

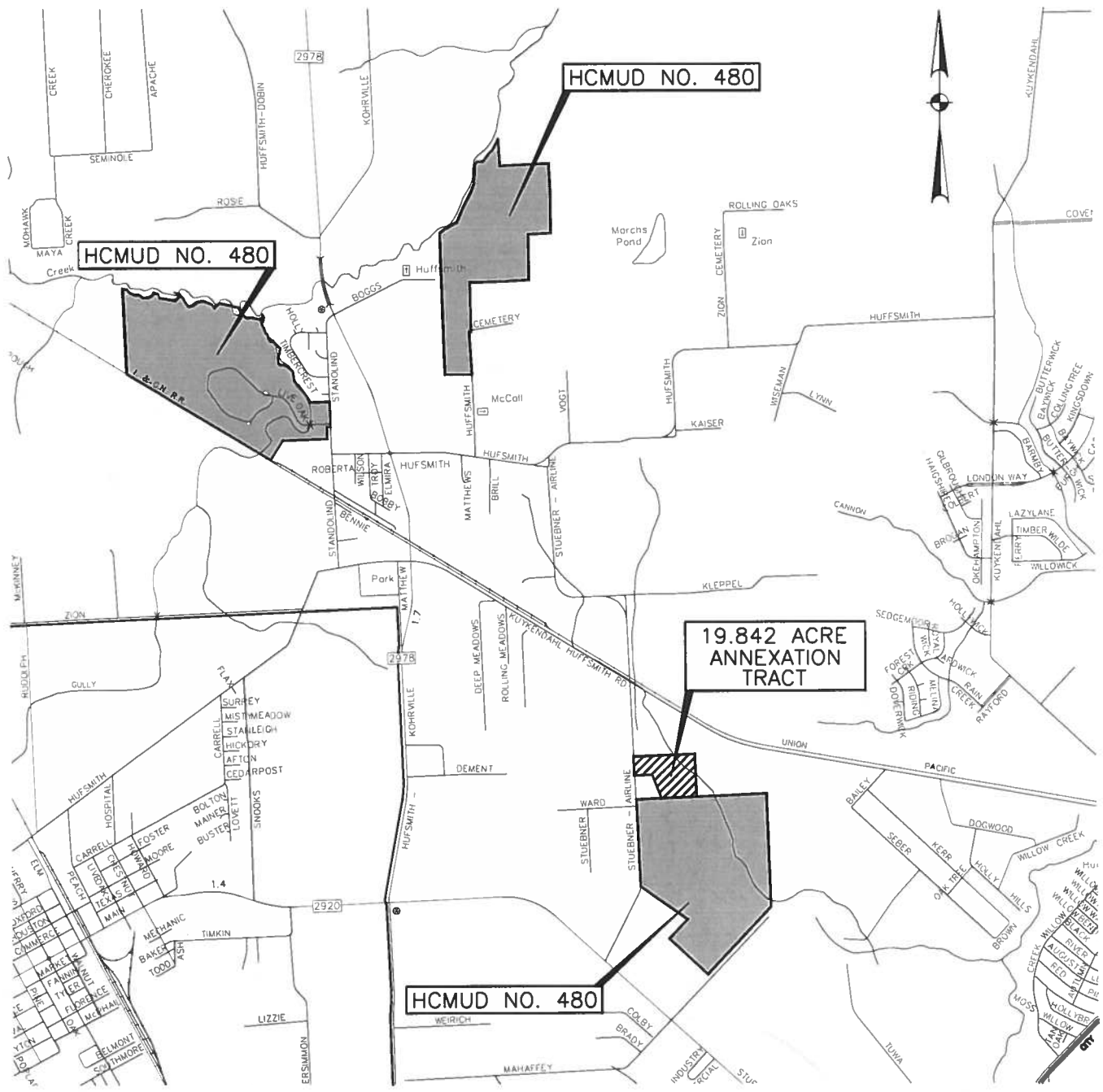
Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

**Attachments**

c: Marta Crinejo                      Bill Zrioka  
      Patrick Walsh, P.E.              Gary Dzierlenga  
      Jun Chang, P.E., D.WRE        Tim Lincoln, P.E.

<b>LTS# 13039</b>	<b>REQUIRED AUTHORIZATION</b>	<b>CUIC# 20IPB145</b>
Finance Department	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning & Development Services Div.



**HARRIS COUNTY**  
**MUNICIPAL UTILITY DISTRICT**  
**NO. 480**  
**PROPOSED ANNEXATION MAP**  
 19.842 ACRES OF LAND  
 KEY MAP NO. 289C



16340 Park Ten Place  
 Suite 350  
 Houston, Texas 77084  
 (713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487

DATE: JULY 2014 SCALE: NONE



**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ETJ

Item Creation Date: 10/1/2014

20IPB128-HC MUD No. 531

Agenda Item#: 29.

**Summary:**

ORDINANCE consenting to the addition of 96.587 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 531**, for inclusion in its district

**Background:**

**SUBJECT:** Petition for the City's consent to the addition of two (2) tracts of land totaling 96.587 acres to Harris County Municipal Utility District No. 531 (Key Map No. 326L)

**RECOMMENDATION : (Summary)**

The petition for the addition of two (2) tracts of land totaling 96.587 acres of land to Harris County Municipal Utility District No. 531 be approved.

**SPECIFIC EXPLANATION:**

Harris County Municipal Utility District no. 531 has petitioned the City of Houston for consent to add 96.587 acres of land located in the city's extraterritorial jurisdiction to the district

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution , storm water conveyance, and other public services.

The district is located in the vicinity of Cypress Church Road, Little Cypress Creek, Mueschke Road, and Cypress Rosehill Road. The district desires to add two (2) tracts of land totaling 96.587 acres, thus yielding a total of 361.310 acres. The district will be served by the district plant, Harris County Municipal District No. 531 Wastewater Treatment Plant No. 1 The nearest major drainage facility for Harris County Municipal Utility District No. 531 is Little Cypress Creek which flows into Cypress Creek which flows into Spring Creek and finally into the San Jacinto River.

Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

**Attachments**

c: Marta Crinejo  
Patrick Walsh  
Jun Chang, P.E., D. WRE  
Bill Zrioka  
Gary Dzierlenga  
Tim Lincoln, P.E.

**Contact Information:**

Carol Ellinger Haddock, P.E. 832-395-2686

**ATTACHMENTS:**

Description	Type
☐ RCA	Backup Material
☐ map	Backup Material
☐ Applicatin Form	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Petition for the City's consent to the addition of two (2) tracts of land totaling 96.587 acres to Harris County Municipal Utility District No. 531 (Key Map No. 326 L)	<b>Category #</b>	<b>Page</b> 1 of 1	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.,	<b>Council District affected:</b> "ETJ" 
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<b>For additional information contact:</b>  Carol Ellinger Haddock, P.E. Senior Assistant Director Phone: (832) 395-2686	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION:** (Summary)

The petition for the addition of two (2) tracts of land totaling 96.587 acres of land to Harris County Municipal Utility District No. 531 be approved.

**Amount and Source of Funding:**

NONE REQUIRED

**SPECIFIC EXPLANATION:**

Harris County Municipal Utility District No. 531 has petitioned the City of Houston for consent to add 96.587 acres of land located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of Cypress Church Road, Little Cypress Creek, Mueschke Road, and Cypress Rosehill Road. The district desires to add two (2) tracts of land totaling 96.587 acres, thus yielding a total of 361.310 acres. The district will be served by the district plant, Harris County Municipal Utility District No. 531 Wastewater Treatment Plant No. 1. The nearest major drainage facility for Harris County Municipal Utility District No. 531 is Little Cypress Creek which flows into Cypress Creek which flows into Spring Creek and finally into the San Jacinto River.

Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.


The Utility District Review Committee recommends that the subject petition be approved.

**Attachments**

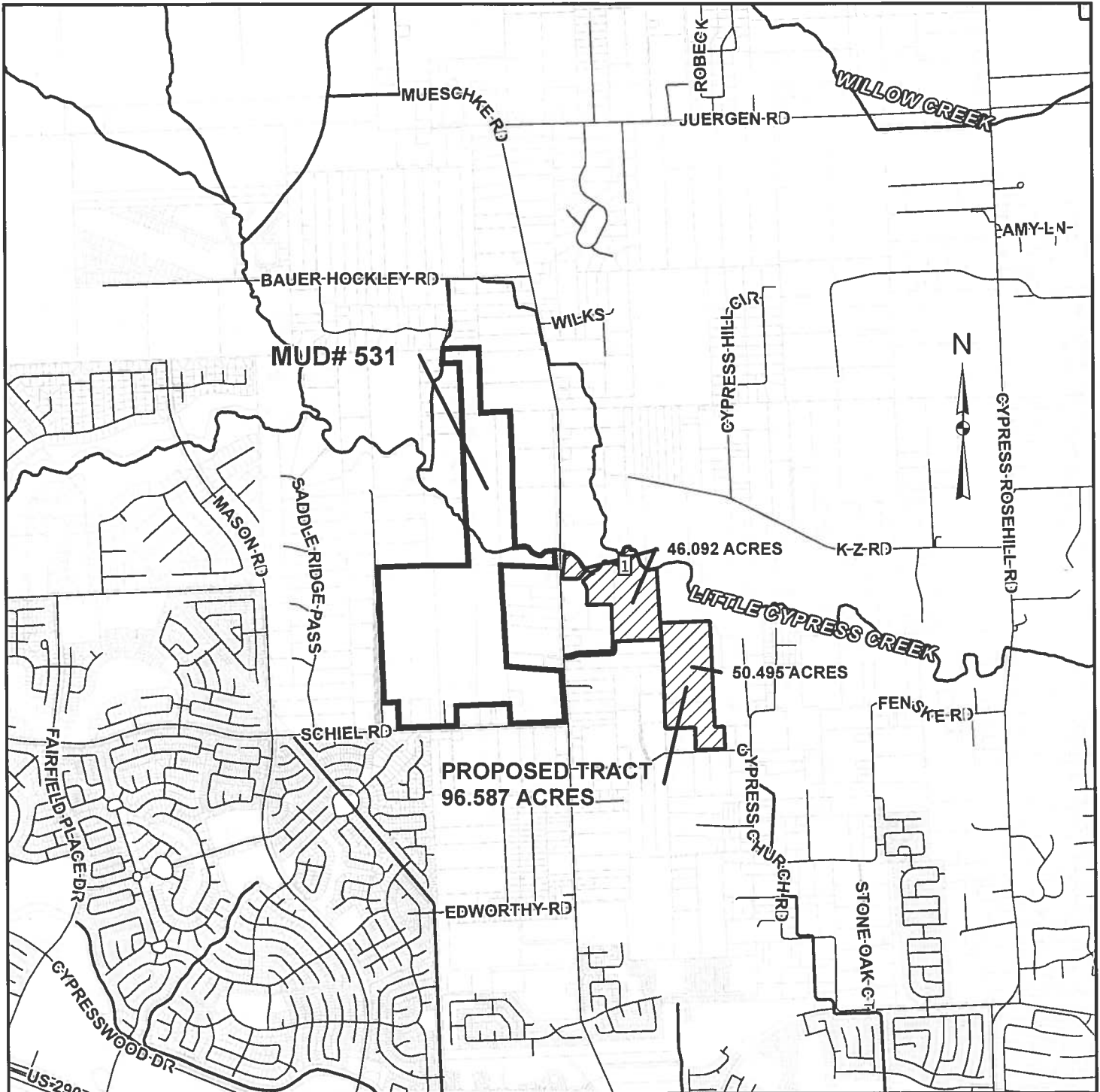
c: Marta Crinejo  
Patrick Walsh, P.E.  
Jun Chang, P.E., D.WRE

Bill Zrioka  
Gary Dzierlenga  
Tim Lincoln, P.E.

LTS# 12801 **REQUIRED AUTHORIZATION** 201PB128





<b>Finance Department</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning & Development Services Div.
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# VICINITY MAP OF PROPOSED 96.587 ACRE TRACT TO BE ANNEXED INTO HARRIS COUNTY MUD NO. 531



SCALE: 1" = 0.5 MILE

**LEGEND:**

- |  |                        |   |                  |
|--|------------------------|---|------------------|
|  | M.U.D NO. 531 BOUNDARY |  | CHANNELS (HCFCD) |
|  | PROPOSED ANNEXATION    |  | ROADS            |
|  | HCAD PARCELS           |   |                  |

CREATED: 03 SEP 2014

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ETJ

Item Creation Date: 10/6/2014

20IPB119-Northwest HC MUD No.15

Agenda Item#: 30.

**Summary:**

ORDINANCE consenting to the addition of 11.314 acres of land to **NORTHWEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 15**, for inclusion in its district

**Background:**

**SUBJECT:** Petition for the City's consent to the addition of 11.314 acres of land to Northwest Harris County Municipal Utility District No. 15 (Key Map No. 329-J)

**RECOMMENDATION: (Summary)**

The petition for the addition of 11.314 acres to Northwest Harris County Municipal Utility District No. 15 be approved.

**SPECIFIC EXPLANATION:**

Northwest Harris County Municipal Utility District No. 15 has petitioned the City of Houston for consent to add 11.314 acres of land, located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of Spring Cypress Road, Gregson Road, Buvinghausen ROW, and State Highway 249. The district desires to add 11.314 acres, thus yielding a total of 552.928 acres. The district is served by the Northpointe Regional Wastewater Treatment Plant. The other districts served by this Plant are Harris County Municipal Utility District No. 280, 281, 282 and Northwest Harris County Municipal Utility District No. 15 and 5. The nearest major drainage facility for Harris County Municipal Utility District No. 15 is Cypress Creek which flows into Spring Creek which flows to the San Jacinto River and finally into Lake Houston.

Potable water is provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, waste water collection, and storm water collection systems with the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

Attachments:

c: Marta Crinejo  
Patrick Walsh, P.E.  
Jun Chang, P.E., D. WRE  
Bill Zrioka  
Gary Dzerlenga  
Tim Lincoln, P.E.

**Contact Information:**

Carol Ellinger Haddock, P.E. 832-395-2686

**ATTACHMENTS:**

Description	Type
☐ RCA	Backup Material
☐ map	Backup Material
☐ Consent application form	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Petition for the City's consent to the addition of 11.314 acres of land to Northwest Harris County Municipal Utility District No. 15 (Key Map No. 329-J)	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b>
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<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.	<b>Council District affected:</b> "ETJ" <sup>50</sup> <sub>198</sub>
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<b>For additional information contact:</b>  Carol Ellinger Haddock, P.E. Senior Assistant Director (832) 395-2686	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**  
The petition for the addition of 11.314 acres of land to Northwest Harris County Municipal Utility District No. 15 be approved.

**Amount and Source of Funding:**  
NONE REQUIRED

**SPECIFIC EXPLANATION:**

Northwest Harris County Municipal Utility District No. 15 has petitioned the City of Houston for consent to add 11.314 acres of land, located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

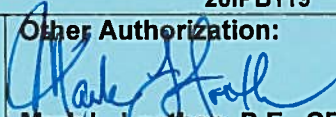
The district is located in the vicinity of Spring Cypress Road, Gregson Road, Buvinghausen ROW, and State Highway 249. The district desires to add 11.314 acres, thus yielding a total of 552.928 acres. The district is served by the Northpointe Regional Wastewater Treatment Plant. The other districts served by this plant are Harris County Municipal Utility District No. 280, 281, 282, and Northwest Harris County Municipal Utility District No. 15 and 5. The nearest major drainage facility for Harris County Municipal Utility District No. 15 is Cypress Creek which flows into Spring Creek which flows to the San Jacinto River and finally into Lake Houston.

Potable water is provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

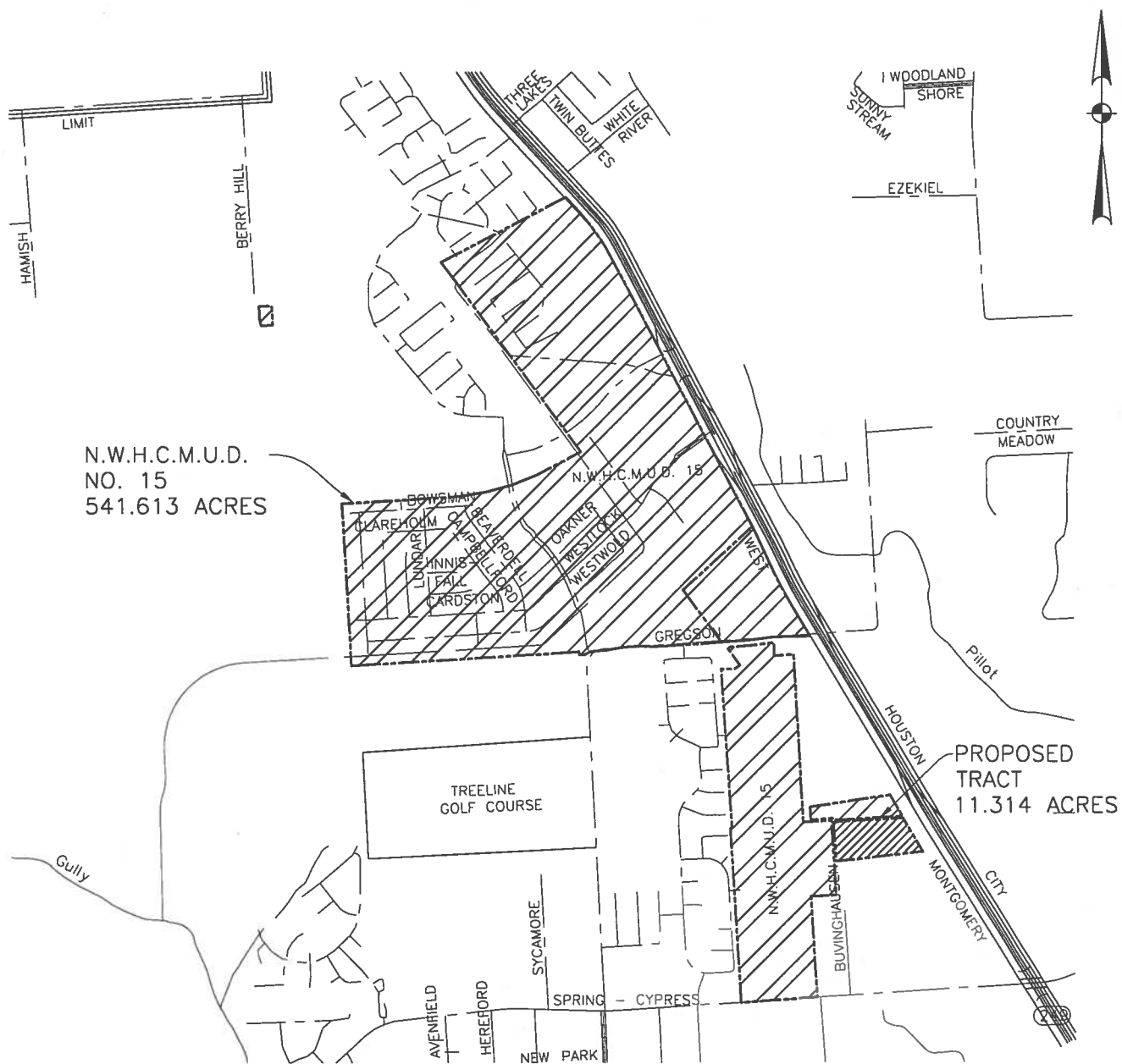
The Utility District Review Committee recommends that the subject petition be approved.

**Attachments**

c: Marta Crinejo                      Bill Zrioka  
Patrick Walsh, P.E.                  Gary Dzierlenga  
Jun Chang, P.E., D.WRE              Tim Lincoln, P.E.

<b>LTS#12833</b>	<b>REQUIRED AUTHORIZATION</b>	<b>20IPB119</b>
<b>Finance Department</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning & Development Services Div.

L:\2250\_NWHCMUD\_15\2250-00\_DISTRICT\CAD\EXHIBITS\5-30-14 ANNEX VICINITY MAP.DWG Jul 29, 2014--3:42 PM ANASTASIA NUGENT



-  N.W.H.C.M.U.D. NO. 15
-  PROPOSED ANNEXATION

VICINITY MAP OF PROPOSED TRACT TO BE ANNEXED INTO N.W.H.C.M.U.D. NO. 15 BEING 11.314 ACRES OF LAND OUT OF THE WILLIAM PERKINS SURVEY A-621; THE L.A. HALPHEN SURVEY A-1190; AND THE EMILE GERARD SURVEY A-296 HARRIS COUNTY, TEXAS

N.W.H.C.M.U.D. NO. 15  
VICINITY MAP



16340 Park Ten Place  
Suite 350  
Houston, Texas 77084  
(713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487

DATE: JULY 2014

SCALE: N.T.S.

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ETJ

Item Creation Date: 10/9/2014

20IPB154-West Harris County MUD No. 2

Agenda Item#: 31.

**Summary:**

ORDINANCE consenting to the addition of 9.99 acres of land to **WEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**, for inclusion in its district

**Background:**

**SUBJECT:** Petition for the City's consent to the addition of 9.99 acres of land to West Harris County Municipal Utility District No. 2 (Key Map No. 445Q)

**RECOMMENDATION: (Summary)**

The petition for the addition of 9.99 acres of land to West Harris County Municipal Utility District No. 2 be approved.

**SPECIFIC EXPLANATION:**

West Harris County Municipal Utility District No. 2 has petitioned the City of Houston for consent to add 9.99 acres of land, located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of Franz Road, Morton Road, Winchester Ranch Trail and State Highway 99. The district desires to add 9.99 acres, thus yielding a total of 529.17 acres. The district is served by the Williamsburg Regional Sewage Authority. The other districts served by this plant are West Harris County Municipal Utility District No. 5, Harris County Municipal Utility No.61, Harris County Municipal Utility District No. 62, Harris County Municipal District No. 63, Harris County Municipal District No. 64, and Harris County Municipal District No. 65. The nearest major drainage facility is Mason Creek which flows into Buffalo Bayou which flows into the Houston Ship Channel and finally into the San Jacinto River.

Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

They Utility District Review Committee recommends that the subject petition be approved.

**Attachments:**

c: Marta Crinejo  
Patrick Walsh, P.E.  
Jun Chang, P.E., D. WRE  
Bill Zrioka  
Gary Dzierlenga  
Tim Lincoln, P.E.

**Contact Information:**

Carol Ellinger Haddock, P. E. 832-395-2686

**ATTACHMENTS:**

Description	Type
☐ RCA	Backup Material
☐ Map	Backup Material
☐ consent application form	Backup Material

TO: Mayor via City Secretary      **REQUEST FOR COUNCIL ACTION**

<b>SUBJECT:</b> Petition for the City's consent to the addition of 9.99 acres of land to West Harris County Municipal Utility District No. 2 (Key Map No. 445Q)	<b>Page</b> 1 of 1	<b>Agenda Item</b> #
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<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b>  Dale A. Rudick, P.E.	<b>Council District affected:</b>  "ETJ" 	
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<b>For additional information contact:</b>  Carol Ellinger Hadlock, P.E. Senior Assistant Director      (832) 395-2686	<b>Date and identification of prior authorizing Council action:</b>
--	---

**RECOMMENDATION: (Summary)**

The petition for the addition of 9.99 acres of land to West Harris County Municipal Utility District No. 2 be approved.

**Amount and Source of Funding:**

NONE REQUIRED

**SPECIFIC EXPLANATION:**

West Harris County Municipal Utility District No. 2 has petitioned the City of Houston for consent to add 9.99 acres of land, located in the city's extraterritorial jurisdiction, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

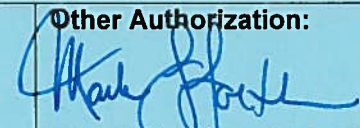
The district is located in the vicinity of Franz Road, Morton Road, Winchester Ranch Trail and State Highway 99. The district desires to add 9.99 acres, thus yielding a total of 529.17 acres. The district is served by the Williamsburg Regional Sewage Authority. The other districts served by this plant are West Harris County Municipal Utility District No. 5, Harris County Municipal Utility District No. 61, Harris County Municipal Utility District No. 62, Harris County Municipal Utility District No. 63, Harris County Municipal Utility District No. 64, and Harris County Municipal Utility District No. 65. The nearest major drainage facility is Mason Creek which flows into Buffalo Bayou which flows into the Houston Ship Channel and finally into the San Jacinto River.

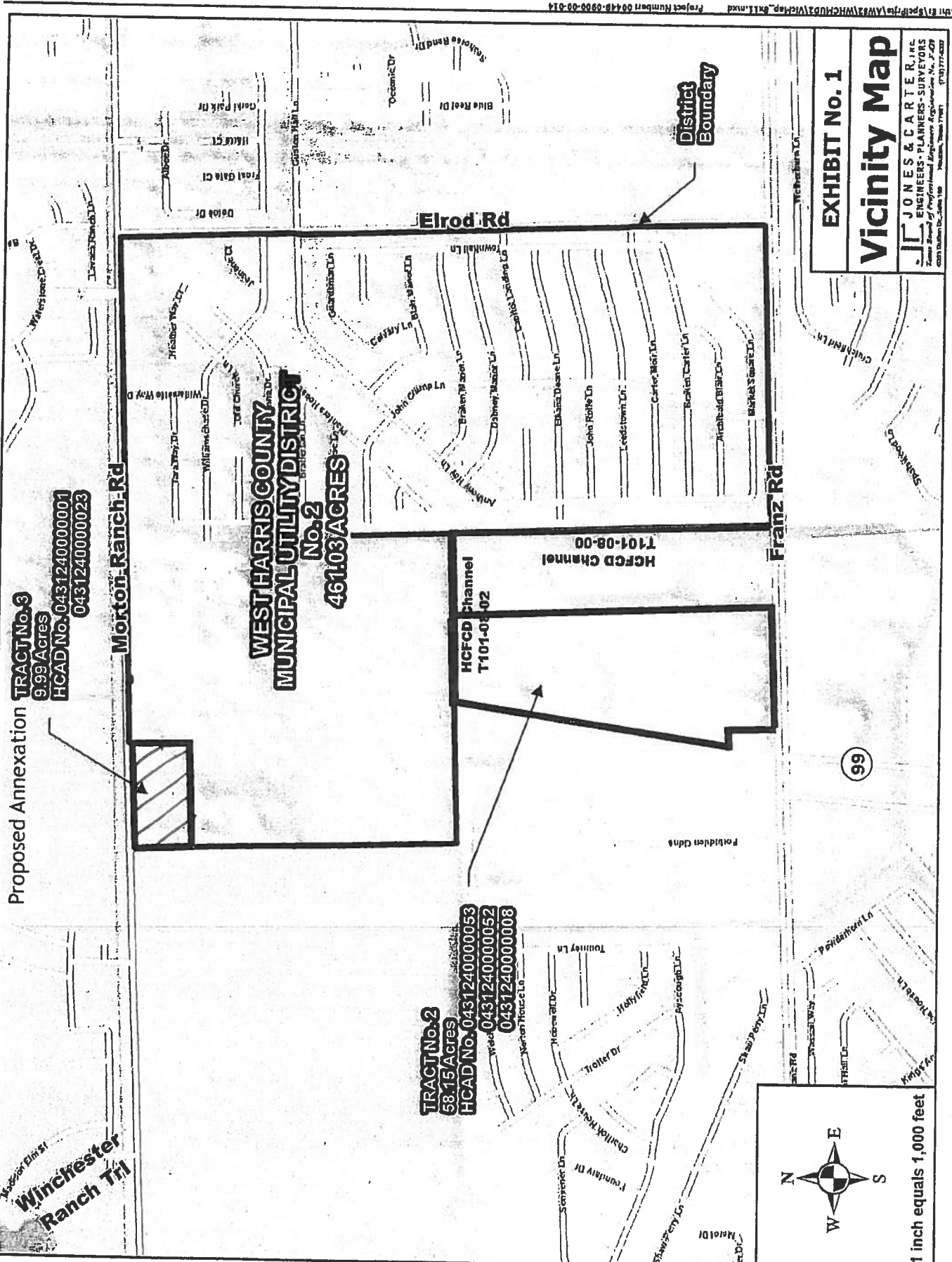
Potable water will be provided by the district. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

**Attachments**

c:    Marta Crinejo                      Bill Zrioka  
      Patrick Walsh, P.E.                Gary Dzierlenga  
      Jun Chang, P.E., D.WRE        Tim Lincoln, P.E.

<b>LTS# 13050</b>	<b>REQUIRED AUTHORIZATION</b>	<b>CUIC# 20IPB154</b>
Finance Department	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Mark L. Lothen, P.E., CFM, PTOE Deputy Director Planning & Development Services Div.



Proposed Annexation

**TRACT No. 3**  
**9.99 Acres**  
**HCAD No. 0431240000001**  
**0431240000023**

**Morton-Ranch-Rd**

**WEST HARRIS COUNTY**  
**MUNICIPAL UTILITY DISTRICT**  
**No. 2**  
**461.03 ACRES**

**TRACT No. 2**  
**58.15 Acres**  
**HCAD No. 0431240000053**  
**0431240000052**  
**0431240000054**

**HCFCD Channel**  
**T101-08-02**

**HCFCD Channel**  
**T101-08-00**

**Elrod Rd**

**Franz Rd**

**District Boundary**

**Winchester Ranch Trl**



1 inch equals 1,000 feet

**EXHIBIT No. 1**

**Vicinity Map**

**J. JONES & CARTER, INC.**  
**ENGINEERS-PLANNERS-SURVEYORS**  
 State Board of Professional Engineers Registration No. 2-09  
 6005 Station Dr., Suite 100 Houston, Texas 77057 (713) 771-8332

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 10/14/2014

20PC10-Reytec Construction Resources, Inc.

Agenda Item#: 32.

**Summary:**

ORDINANCE appropriating \$2,340,000.00 out of Street & Traffic Control and Storm Drainage DDSRF; awarding contract to **REYTEC CONSTRUCTION RESOURCES, INC** for FY2015 Local Drainage Project Construction Work Orders #1; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the city; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering, testing, CIP Cost Recovery, and contingencies relating to construction of facilities financed by the Street & Traffic Control and Storm Drainage DDSRF

**Background:**

**SUBJECT:** Contract Award for FY2015 Local Drainage Project Construction Work Orders #1 WBS No. M-420126-0087-4

**RECOMMENDATION: (Summary)** Accept low bid, award Construction Contract and appropriate funds.

**PROJECT NOTICE/JUSTIFICATION:** This project is part of the Capital Improvement Plan (CIP) and it will construct local storm water drainage system improvements and repairs citywide.

**DESCRIPTION/SCOPE:** The scope of work includes the construction of necessary local storm water drainage system improvements and repairs as determined by work orders. These work orders will resolve localized storm water drainage problems that have been nominated by Street and Drainage Division, Storm Water Maintenance Branch. The Contract duration for this project is 730 calendar days.

**LOCATION:** Citywide. Work locations will be anywhere within the City of Houston and its jurisdictional limits and will be established by each work order.

**BIDS:** This project was advertised for bidding on August 22, 2014. Bids were received on September 4, 2014. The three (3) bids are as follows:

<b>Bidder</b>	<b>Adjustment Factor</b>
1.Reytec Construction Resources, Inc.	1.160
2.T. Construction. LLC	1.180
3.Total Contracting, Limited	1.190

Contract bids are based on an Adjustment Factor rather than a monetary amount. The Contract will not exceed \$2,000,000.00. Estimated work order prices will be calculated by multiplying the unit quantity of each item in the work order by the unit price and the Adjustment Factor.

**AWARD:** It is recommended that this construction Contract be awarded to the low bidder Reytec Construction Resources, Inc. with the low bid of \$2,000,000.00 (1.160 Adjustment Factor).

**PROJECT COST:** The total cost of this project is \$ 2,340,000.00 to be appropriated as follows:

· Bid Amount	\$2,000,000.00
· Contingencies	\$100,000.00
· Engineering and Testing Services	\$80,000.00
· CIP Cost Recovery	\$160,000.00

Engineering and Testing Services will be provided by Alliance Laboratories, Inc. under a previously approved contract.

**HIRE HOUSTON FIRST:** The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston business and supports job creation. In this case the proposed contractor meets the requirements of Hire Houston First.

**PAY OR PLAY PROGRAM:** The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides benefits for some employees but will pay into the Contractor Responsibility Fund for others, in compliance with City policy.

**M/WBE PARTICIPATION:** The low bidder has submitted the following proposed program to satisfy the 11% MBE goal and 7% WBE goal for this project.

<b>MBE - Name of Firms</b>	<b>Work Description</b>	<b>Amount</b>	<b>% of Contract</b>
1. Reyes Pineda Construction Inc.	Sewerline Repair	\$140,000.00	7.00%
2. Traffic Control Products	Signs Supplier	\$ 20,000.00	1.00%
3. Texas Concrete Enterprise	Concrete Supplier	\$ 20,000.00	1.00%

Ready Mix, Inc	<b>TOTAL</b>	<b>\$1,800,000.00</b>	<b>9.00%</b>
<u>WBE - Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Posey's Construction & Development Inc.	Waterline Repair	\$140,000.00	7.00%
	<b>TOTAL</b>	<b>\$ 140,000.00</b>	<b>7.00%</b>
<u>SBE - Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Mickie Service Company, Inc	Waterline Valves	\$40,000.00	2.00%
	<b>TOTAL</b>	<b>\$40,000.00</b>	<b>2.00%</b>

**Amount of Funding:**

\$2,340,000.00

**Source of Funding:**

Other (Specify)

Fund 4042- Street & Traffic Control & Storm Drainage DDSRF

**ATTACHMENTS:**



Description	Type
<input type="checkbox"/> RCA	Signed Cover sheet
<input type="checkbox"/> Ordin.	Ordinance/Resolution/Motion
<input type="checkbox"/> Map	Backup Material
<input type="checkbox"/> OBO docs	Backup Material
<input type="checkbox"/> OBO	Backup Material
<input type="checkbox"/> backup	Backup Material
<input type="checkbox"/> backup (2).	Backup Material
<input type="checkbox"/> backup (3).	Backup Material
<input type="checkbox"/> clear tax	Backup Material
<input type="checkbox"/> fair campaign	Backup Material

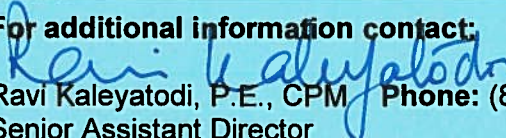
TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Contract Award for FY2015 Local Drainage Project Construction Work Orders #1 WBS No. M-420126-0087-4	<b>Page</b> 1 of 2	<b>Agenda Item #</b>
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<b>FROM: (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date:</b>	<b>Agenda Date:</b>
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<b>DIRECTOR'S SIGNATURE:</b>  Dale A. Rudick, P.E.	<b>Council District affected:</b> All 
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<b>For additional information contact:</b>  10/1/14 Ravi Kaleyatodi, P.E., CPM Phone: (832) 395-2326 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**

Accept low bid, award Construction Contract and appropriate funds.

**Amount and Source of Funding:**

\$ 2,340,000.00 from Fund 4042 - Street & Traffic Control and Storm Drainage DDSRF. *M.P. 10/7/2014*

**PROJECT NOTICE/JUSTIFICATION:** This project is part of the Capital Improvement Plan (CIP) and it will construct local storm water drainage system improvements and repairs citywide.

**DESCRIPTION/SCOPE:** The scope of work includes the construction of necessary local storm water drainage system improvements and repairs as determined by work orders. These work orders will resolve localized storm water drainage problems that have been nominated by Street and Drainage Division, Storm Water Maintenance Branch. The Contract duration for this project is 730 calendar days.

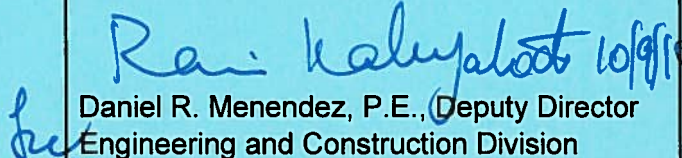
**LOCATION:** Citywide. Work locations will be anywhere within the City of Houston and its jurisdictional limits and will be established by each work order.

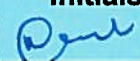
**BIDS:** This project was advertised for bidding on August 22, 2014. Bids were received on September 4, 2014. The three (3) bids are as follows:

<u>Bidder</u>	<u>Adjustment Factor</u>
1. Reytec Construction Resources, Inc.	1.160
2. T. Construction. LLC	1.180
3. Total Contracting, Limited	1.190

Contract bids are based on an Adjustment Factor rather than a monetary amount. The Contract will not exceed \$2,000,000.00. Estimated work order prices will be calculated by multiplying the unit quantity of each item in the work order by the unit price and the Adjustment Factor.

LTS No. 13007 CUIC# 20PC10

<b>Finance Department</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division
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<b>Date</b>	<b>Subject:</b> Contract Award for FY2015 Local Drainage Project Construction Work Orders #1 WBS No. M-420126-0087-4	<b>Originator's Initials</b> 	<b>Page</b> 2 of 2
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**AWARD:** It is recommended that this construction Contract be awarded to the low bidder Reytec Construction Resources, Inc. with the low bid of \$2,000,000.00 (1.160 Adjustment Factor).

**PROJECT COST:** The total cost of this project is \$ 2,340,000.00 to be appropriated as follows:

- Bid Amount \$2,000,000.00
- Contingencies \$100,000.00
- Engineering and Testing Services \$80,000.00
- CIP Cost Recovery \$160,000.00

Engineering and Testing Services will be provided by Alliance Laboratories, Inc. under a previously approved contract.

**HIRE HOUSTON FIRST:** The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston business and supports job creation. In this case the proposed contractor meets the requirements of Hire Houston First.

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**M/WBE PARTICIPATION:** The low bidder has submitted the following proposed program to satisfy the 11% MBE goal and 7% WBE goal for this project.

<u>MBE - Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Reyes Pineda Construction Inc.	Sewerline Repair	\$ 140,000.00	7.00%
2. Traffic Control Products	Signs Supplier	\$ 20,000.00	1.00%
3. Texas Concrete Enterprise Ready Mix, Inc.	Concrete Supplier	\$ 20,000.00	1.00%
	<b>TOTAL</b>	<b>\$ 180,000.00</b>	<b>9.00%</b>

<u>WBE - Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Posey's Construction & Development Inc.	Waterline Repair	\$ 140,000.00	7.00%
	<b>TOTAL</b>	<b>\$ 140,000.00</b>	<b>7.00%</b>

<u>SBE - Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Mickie Service Company, Inc.	Waterline Valves	\$ 40,000.00	2.00%
	<b>TOTAL</b>	<b>\$ 40,000.00</b>	<b>2.00%</b>

  
DAR: DRM: RK: BPS: JFM: PC: klw

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c: File No. M-420126-0087-4

Controller's Office

**To the Honorable Mayor and City Council of the City of Houston, Texas:**

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- ( ) Other - Grant Funds Available

Date: \_\_\_\_\_, 20\_\_\_\_ City  
Controller of the City of Houston, Texas

**FUND REF: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ENCUMB. NO.: \_\_\_\_\_**

City of Houston, Texas Ordinance No. \_\_\_\_\_

**AN ORDINANCE APPROPRIATING THE SUM OF \$ 2,340,000.00 OUT OF THE STREET AND TRAFFIC CONTROL AND STORM DRAINAGE DDSRF; AWARDED A CONTRACT TO REYTEC CONSTRUCTION RESOURCES, INC FOR FY2015 LOCAL DRAINAGE PROJECT CONSTRUCTION WORK ORDERS #1; SETTING A DEADLINE FOR THE BIDDER'S EXECUTION OF THE CONTRACT AND DELIVERY OF ALL BONDS, INSURANCE, AND OTHER REQUIRED CONTRACT DOCUMENTS TO THE CITY; HOLDING THE BIDDER IN DEFAULT IF IT FAILS TO MEET THE DEADLINES; PROVIDING FUNDING FOR ENGINEERING, TESTING, CIP COST RECOVERY, AND CONTINGENCIES RELATING TO CONSTRUCTION OF FACILITIES FINANCED BY THE STREET & TRAFFIC CONTROL AND STORM DRAINAGE DDSRF; AND DECLARING AN EMERGENCY.**

\* \* \* \*

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

Section 1. The City Council appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: The sum of \$2,100,000.00 is appropriated for construction of the project described in the title, the sum of \$160,000.00 is appropriated for CIP cost recovery relating to construction of facilities financed by the funds described in such title, the sum of \$80,000.00 is appropriated for engineering testing under Outline Agreement No. 4600012041. In the event there are unspent funds remaining in the Construction Appropriation after construction and closeout of the project, such unspent funds are appropriated for CIP Cost Recovery relating to construction of facilities financed by the fund described in the title.

Section 2. Having duly advertised for and received competitive bids for the work described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible bid was submitted by the bidder named in the title hereof in the amount of \$2,000,000.00. The Contract for said work is hereby awarded to said bidder. The bidder must execute the contract and deliver to the City's Director of the Department of Public Works and Engineering (Director) all required bonds, insurance certificates, MWBE information, and all other contract documents required to be provided in post bid procedures in a form acceptable to the City Attorney within 10 days of the date of passage of this Ordinance by City Council. If the bidder does so, the Mayor is hereby authorized to execute the contract.

Section 3. If bidder fails to comply by the above deadline, it shall be in default. The Director shall give the bidder notice of default. The Director shall give the bidder notice of default and recommend award of the contract to the next lowest bidder. The City Attorney is authorized to forfeit the bid bond of the bidder. The City Council hereby approves and authorizes the construction contract described in the title of this ordinance, in form prepared by the Department of Public Works and Engineering and on file in that Department. Any addenda or modifications to such contract issued by that Department shall be included in the contract. Any alternate bid items recommended for acceptance by that Department shall be included in the contract. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston, Texas. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 4. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking referenced in the title of this ordinance, in the event of changed circumstances.

Section 5. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**APPROVED this \_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

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

Requested by: Dale A Rudick, P.E., Director  
Dept. of Public Works and Engineering

(Contact: Prasanna Chebbi)  
(Phone: (832) 395-2331)

This Ordinance and/or Contract has (have) been reviewed as to form by the undersigned legal assistant and has (have) been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

**CERTIFICATE OF CITY CONTROLLER**

I, Ronald C. Green, Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, Texas, with respect to the sum of **\$2,340,000.00** required for the project referenced in the title of this ordinance, do hereby certify as follows:

**STREET & TRAFFIC CONTROL AND STORM DRAINAGE – DEDICATED DRAINAGE AND STREET RENEWAL FUND DDSRF.**

(a) General Obligation Commercial paper Series K, Ordinance No. 2011-1088, is available as an “initial” funding source for the project referenced above in the amount of \$2,340,000.00.

(b) The department has responsibility to ensure that cash in **DEDICATED DRAINAGE AND STREET RENEWAL FUND 2310** is sufficient to fund 4042- when bills are presented for payment.

\_\_\_\_\_  
City Controller

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - FCC Environmental - 3rd

Agenda Item#: 33.

**Summary:**

ORDINANCE No. 2014-0909, passed first reading October 8, 2014

ORDINANCE granting to **FCC ENVIRONMENTAL SERVICES, LLC, A Delaware Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions

**THIRD AND FINAL READING**

**Background:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**Amount of Funding:**

n/a

**Contact Information:**

Lara Cottingham Phone: (832) 393- 8503

Naelah Yahya Phone: (832) 393- 8530

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
<input type="checkbox"/> 9.26.2014 ARA SW Franchise Captions	Backup Material
<input type="checkbox"/> Anderson Pollution Control - ORD	Signed Cover sheet


**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA #**

<b>SUBJECT:</b> Ordinances granting Commercial Solid Waste Operator Franchises	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item#</b>
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<b>FROM: (Department or other point of origin):</b> Tina Paez, Director Administration & Regulatory Affairs	<b>Origination Date</b> 9/26/2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council Districts affected:</b> ALL
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<b>For additional information contact:</b> Lara Cottingham <b>Phone:</b> (832) 393- 8503 Naelah Yahya <b>Phone:</b> (832) 393- 8530	<b>Date and identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**

Approve ordinances granting Commercial Solid Waste Operator Franchise

<b>Amount of Funding:</b> N/A	<b>FIN Budget:</b>
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**SOURCE OF FUNDING:**     General Fund     Grant Fund     Enterprise Fund     Other  
(Specify)                      N/A

**SPECIFIC EXPLANATION:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**REQUIRED AUTHORIZATION**

Finance Director:

**1. FCC ENVIRONMENTAL SERVICES, LLC**

**AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**2. BIG R TRUCKING, LLC**

**AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**3. ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

**AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**4. ANDERSON POLLUTION CONTROL, INC.**

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - \_\_\_\_\_

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

**WHEREAS**, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

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

**ARTICLE I.  
DEFINITIONS AND INTERPRETATIONS**

**Section 1.01. Short title.** This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

**Section 1.02. Definitions.** Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

*Article VII* means Article VII of Chapter 39 of the City's Code of Ordinances.

*Authorized Area* means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

*Director* means the director of the City's Administration and Regulatory Affairs Department or his designee.

*Effective Date* is defined in **Section 8.14**.

*Franchise* means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

*Grantee* means Anderson Pollution Control, Inc., a Texas Corporation.

*Gross Revenue* means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

## **ARTICLE II. GRANT OF AUTHORITY AND TERM**

**Section 2.01. Rights granted.** The applicable terms of **Article VII**, as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

**Section 2.02. Term.** The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

**Section 2.03. Specific limitations.** This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

**Section 2.04. Use of the public way by other persons.**

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

**Section 2.05. Additions to the authorized area by annexation or otherwise.** The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

**ARTICLE III.  
PAYMENTS TO CITY**

**Section 3.01. Amount and Time of Payment.**

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45<sup>th</sup> day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section, amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

#### **ARTICLE IV. RECORDS**

**Section 4.01. Record keeping.** In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

#### **Section 4.02. Confidential information.**

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

### **ARTICLE V. RELEASE, INDEMNIFICATION AND INSURANCE**

**SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

- (a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR
- (b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR
- (c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

**SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE,  
EXCLUSIVE OF COSTS OF DEFENDING THE CITY.**

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;
- b. The basis on which indemnification may be due; and
- c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 5.02. Insurance.**

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

## **ARTICLE VI. DEFAULT AND TERMINATION**

**Section 6.01. Defaults.** The occurrence of any of the following shall be an event of default under this Franchise:

- a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;
- b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;
- c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

**Section 6.02. Cure period.** If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

**Section 6.03. A. Termination.** The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

**B. City's Option to Maintain Franchise in Force.** In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

#### **SECTION 6.04. LIQUIDATED DAMAGES**

**A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:**

**1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE \$200.00 PER DAY.**

**3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF**

**AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.**

**C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.**

**ARTICLE VII.  
TRANSFER OF AUTHORITY**

**Section 7.01. Prohibition.** The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

**Section 7.02. Process.** Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

**Section 7.03. Scope of review.** In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

**Section 7.04. Assignments not requiring approval.** Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

**Section 7.05. Release.** Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.01. Notice.**

**a.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director	<i>and to</i>	City Attorney
Administration and Regulatory		City of Houston Legal Department
Affairs Department		P.O. Box 368
City of Houston		Houston, Texas 77001-0368
611 Walker, 13th Floor		City Hall Annex Fourth Floor
Houston, Texas 77002		900 Bagby, Houston, Texas 77002
Fax Number: 713-837-0631		Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director  
Anderson Pollution Control, Inc.  
1011 W. Lewis  
Conroe, TX 77301  
Facsimile Number: 713-947-3802

**b.** If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

**Section 8.02. Force Majeure.** Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

**Section 8.03. Controlling laws.** This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

**Section 8.04. Cumulative effect.** This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

**Section 8.05. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**Section 8.06. Entire agreement.** This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**Section 8.07. Captions.** Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

**Section 8.08. Acceptance and approval; consent.** An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

**Section 8.09. Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

**Section 8.10. Written amendment.** This Franchise may be amended only by an ordinance duly adopted by the City Council.

**Section 8.11. Publication.** The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

**Section 8.12. Acceptance.** No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

**Section 8.13. Representations and warranties.** In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

**a. Organization, standing and power.** The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

**b. Compliance with law.** The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

**c. Full disclosure.** Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

**d. Truthful statements.** The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

**e. Survival of representations and warranties.** All representations and warranties contained in this Franchise shall survive the term of this Franchise.

**Section 8.14. Effective Date.** This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31<sup>st</sup> day following its final passage by the City Council and approval by the Mayor.

**ACCEPTED AND AGREED TO ON BEHALF OF:**

ANDERSON POLLUTION CONTROL  
(Name of Grantee)

INC. TEXAS  
(Legal Identity and State of Formation)

By: Darwin M. Blazer  
(Signature of Officer or Authorized Person)

Title: President/COO  
(Capacity of Signer)

Dated this 20<sup>th</sup> day of November, 2013.

PASSED first reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED second reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED third reading this \_\_\_ day of \_\_\_\_\_, 2014.


APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Houston

*mc*

Prepared by Legal Dept.

YSC/nj 9/19/14

  
Sr. Assistant City Attorney

Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department

L.D. File No. 0371400151001

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Big R Trucking - 3rd

Agenda Item#: 34.

**Summary:**

ORDINANCE No. 2014-0910, passed first reading October 8, 2014

ORDINANCE granting to **BIG R TRUCKING, LLC, A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions

**THIRD AND FINAL READING**

**Background:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**Amount of Funding:**

n/a

**Contact Information:**

Lara Cottingham Phone: (832) 393- 8503

Naelah Yahya Phone: (832) 393- 8530

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
<input type="checkbox"/> 9.26.2014 ARA SW Franchise Captions	Backup Material
<input type="checkbox"/> Anderson Pollution Control - ORD	Signed Cover sheet


**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA #**

<b>SUBJECT:</b> Ordinances granting Commercial Solid Waste Operator Franchises	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item#</b>
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<b>FROM: (Department or other point of origin):</b> Tina Paez, Director Administration & Regulatory Affairs	<b>Origination Date</b> 9/26/2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council Districts affected:</b> ALL
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<b>For additional information contact:</b> Lara Cottingham <b>Phone:</b> (832) 393- 8503 Naelah Yahya <b>Phone:</b> (832) 393- 8530	<b>Date and identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**

Approve ordinances granting Commercial Solid Waste Operator Franchise

<b>Amount of Funding:</b> N/A	<b>FIN Budget:</b>
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**SOURCE OF FUNDING:**     General Fund     Grant Fund     Enterprise Fund     Other  
(Specify)                      N/A

**SPECIFIC EXPLANATION:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**REQUIRED AUTHORIZATION**

Finance Director:

**1. FCC ENVIRONMENTAL SERVICES, LLC**

**AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**2. BIG R TRUCKING, LLC**

**AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**3. ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

**AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**4. ANDERSON POLLUTION CONTROL, INC.**

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - \_\_\_\_\_

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

**WHEREAS**, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

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

**ARTICLE I.  
DEFINITIONS AND INTERPRETATIONS**

**Section 1.01. Short title.** This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

**Section 1.02. Definitions.** Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

*Article VII* means Article VII of Chapter 39 of the City's Code of Ordinances.

*Authorized Area* means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

*Director* means the director of the City's Administration and Regulatory Affairs Department or his designee.

*Effective Date* is defined in **Section 8.14**.

*Franchise* means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

*Grantee* means Anderson Pollution Control, Inc., a Texas Corporation.

*Gross Revenue* means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

## **ARTICLE II. GRANT OF AUTHORITY AND TERM**

**Section 2.01. Rights granted.** The applicable terms of **Article VII**, as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

**Section 2.02. Term.** The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

**Section 2.03. Specific limitations.** This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

**Section 2.04. Use of the public way by other persons.**

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

**Section 2.05. Additions to the authorized area by annexation or otherwise.** The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

**ARTICLE III.  
PAYMENTS TO CITY**

**Section 3.01. Amount and Time of Payment.**

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45<sup>th</sup> day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section, amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

#### **ARTICLE IV. RECORDS**

**Section 4.01. Record keeping.** In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

#### **Section 4.02. Confidential information.**

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

### **ARTICLE V. RELEASE, INDEMNIFICATION AND INSURANCE**

**SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

- (a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR
- (b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR
- (c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

**SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE,  
EXCLUSIVE OF COSTS OF DEFENDING THE CITY.**

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;
- b. The basis on which indemnification may be due; and
- c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 5.02. Insurance.**

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

## **ARTICLE VI. DEFAULT AND TERMINATION**

**Section 6.01. Defaults.** The occurrence of any of the following shall be an event of default under this Franchise:

- a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;
- b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;
- c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

**Section 6.02. Cure period.** If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

**Section 6.03. A. Termination.** The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

**B. City's Option to Maintain Franchise in Force.** In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

#### **SECTION 6.04. LIQUIDATED DAMAGES**

**A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:**

**1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE \$200.00 PER DAY.**

**3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF**

**AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.**

**C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.**

**ARTICLE VII.  
TRANSFER OF AUTHORITY**

**Section 7.01. Prohibition.** The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

**Section 7.02. Process.** Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

**Section 7.03. Scope of review.** In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

**Section 7.04. Assignments not requiring approval.** Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

**Section 7.05. Release.** Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.01. Notice.**

**a.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director	<i>and to</i>	City Attorney
Administration and Regulatory		City of Houston Legal Department
Affairs Department		P.O. Box 368
City of Houston		Houston, Texas 77001-0368
611 Walker, 13th Floor		City Hall Annex Fourth Floor
Houston, Texas 77002		900 Bagby, Houston, Texas 77002
Fax Number: 713-837-0631		Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director  
Anderson Pollution Control, Inc.  
1011 W. Lewis  
Conroe, TX 77301  
Facsimile Number: 713-947-3802

**b.** If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

**Section 8.02. Force Majeure.** Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

**Section 8.03. Controlling laws.** This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

**Section 8.04. Cumulative effect.** This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

**Section 8.05. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**Section 8.06. Entire agreement.** This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**Section 8.07. Captions.** Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

**Section 8.08. Acceptance and approval; consent.** An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

**Section 8.09. Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

**Section 8.10. Written amendment.** This Franchise may be amended only by an ordinance duly adopted by the City Council.

**Section 8.11. Publication.** The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

**Section 8.12. Acceptance.** No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

**Section 8.13. Representations and warranties.** In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

**a. Organization, standing and power.** The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

**b. Compliance with law.** The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

**c. Full disclosure.** Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

**d. Truthful statements.** The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

**e. Survival of representations and warranties.** All representations and warranties contained in this Franchise shall survive the term of this Franchise.

**Section 8.14. Effective Date.** This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31<sup>st</sup> day following its final passage by the City Council and approval by the Mayor.

**ACCEPTED AND AGREED TO ON BEHALF OF:**

ANDERSON POLLUTION CONTROL  
(Name of Grantee)

INC. TEXAS  
(Legal Identity and State of Formation)

By: Darwin M. Blazer  
(Signature of Officer or Authorized Person)

Title: President/COO  
(Capacity of Signer)

Dated this 20<sup>th</sup> day of November, 2013.

PASSED first reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED second reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED third reading this \_\_\_ day of \_\_\_\_\_, 2014.


APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Houston

*mc*

Prepared by Legal Dept.

YSC/nj 9/19/14

  
Sr. Assistant City Attorney

Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department

L.D. File No. 0371400151001

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Environmental Industrial - 3rd

Agenda Item#: 35.

**Summary:**

ORDINANCE No. 2014-0911, passed first reading October 8, 2014

ORDINANCE granting to **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC, A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions

**THIRD AND FINAL READING**

**Background:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**Amount of Funding:**

n/a

**Contact Information:**

Lara Cottingham Phone: (832) 393- 8503

Naelah Yahya Phone: (832) 393- 8530

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
<input type="checkbox"/> 9.26.2014 ARA SW Franchise Captions	Backup Material
<input type="checkbox"/> Anderson Pollution Control - ORD	Signed Cover sheet


**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA #**

<b>SUBJECT:</b> Ordinances granting Commercial Solid Waste Operator Franchises	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item#</b>
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<b>FROM: (Department or other point of origin):</b> Tina Paez, Director Administration & Regulatory Affairs	<b>Origination Date</b> 9/26/2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council Districts affected:</b> ALL
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<b>For additional information contact:</b> Lara Cottingham <b>Phone:</b> (832) 393- 8503 Naelah Yahya <b>Phone:</b> (832) 393- 8530	<b>Date and identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**

Approve ordinances granting Commercial Solid Waste Operator Franchise

<b>Amount of Funding:</b> N/A	<b>FIN Budget:</b>
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**SOURCE OF FUNDING:**     General Fund     Grant Fund     Enterprise Fund     Other  
(Specify)                      N/A

**SPECIFIC EXPLANATION:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**REQUIRED AUTHORIZATION**

Finance Director:

**1. FCC ENVIRONMENTAL SERVICES, LLC**

**AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**2. BIG R TRUCKING, LLC**

**AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**3. ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

**AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**4. ANDERSON POLLUTION CONTROL, INC.**

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - \_\_\_\_\_

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

**WHEREAS**, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

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

**ARTICLE I.  
DEFINITIONS AND INTERPRETATIONS**

**Section 1.01. Short title.** This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

**Section 1.02. Definitions.** Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

*Article VII* means Article VII of Chapter 39 of the City's Code of Ordinances.

*Authorized Area* means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

*Director* means the director of the City's Administration and Regulatory Affairs Department or his designee.

*Effective Date* is defined in **Section 8.14**.

*Franchise* means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

*Grantee* means Anderson Pollution Control, Inc., a Texas Corporation.

*Gross Revenue* means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

## **ARTICLE II. GRANT OF AUTHORITY AND TERM**

**Section 2.01. Rights granted.** The applicable terms of **Article VII**, as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

**Section 2.02. Term.** The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

**Section 2.03. Specific limitations.** This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

**Section 2.04. Use of the public way by other persons.**

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

**Section 2.05. Additions to the authorized area by annexation or otherwise.** The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

**ARTICLE III.  
PAYMENTS TO CITY**

**Section 3.01. Amount and Time of Payment.**

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45<sup>th</sup> day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section, amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

#### **ARTICLE IV. RECORDS**

**Section 4.01. Record keeping.** In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

#### **Section 4.02. Confidential information.**

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

### **ARTICLE V. RELEASE, INDEMNIFICATION AND INSURANCE**

**SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

- (a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR
- (b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR
- (c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

**SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE,  
EXCLUSIVE OF COSTS OF DEFENDING THE CITY.**

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;
- b. The basis on which indemnification may be due; and
- c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 5.02. Insurance.**

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

## **ARTICLE VI. DEFAULT AND TERMINATION**

**Section 6.01. Defaults.** The occurrence of any of the following shall be an event of default under this Franchise:

- a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;
- b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;
- c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

**Section 6.02. Cure period.** If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

**Section 6.03. A. Termination.** The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

**B. City's Option to Maintain Franchise in Force.** In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

#### **SECTION 6.04. LIQUIDATED DAMAGES**

**A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:**

**1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE \$200.00 PER DAY.**

**3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF**

**AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.**

**C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.**

**ARTICLE VII.  
TRANSFER OF AUTHORITY**

**Section 7.01. Prohibition.** The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

**Section 7.02. Process.** Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

**Section 7.03. Scope of review.** In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

**Section 7.04. Assignments not requiring approval.** Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

**Section 7.05. Release.** Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.01. Notice.**

**a.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director	<i>and to</i>	City Attorney
Administration and Regulatory		City of Houston Legal Department
Affairs Department		P.O. Box 368
City of Houston		Houston, Texas 77001-0368
611 Walker, 13th Floor		City Hall Annex Fourth Floor
Houston, Texas 77002		900 Bagby, Houston, Texas 77002
Fax Number: 713-837-0631		Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director  
Anderson Pollution Control, Inc.  
1011 W. Lewis  
Conroe, TX 77301  
Facsimile Number: 713-947-3802

**b.** If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

**Section 8.02. Force Majeure.** Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

**Section 8.03. Controlling laws.** This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

**Section 8.04. Cumulative effect.** This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

**Section 8.05. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**Section 8.06. Entire agreement.** This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**Section 8.07. Captions.** Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

**Section 8.08. Acceptance and approval; consent.** An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

**Section 8.09. Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

**Section 8.10. Written amendment.** This Franchise may be amended only by an ordinance duly adopted by the City Council.

**Section 8.11. Publication.** The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

**Section 8.12. Acceptance.** No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

**Section 8.13. Representations and warranties.** In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

**a. Organization, standing and power.** The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

**b. Compliance with law.** The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

**c. Full disclosure.** Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

**d. Truthful statements.** The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

**e. Survival of representations and warranties.** All representations and warranties contained in this Franchise shall survive the term of this Franchise.

**Section 8.14. Effective Date.** This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31<sup>st</sup> day following its final passage by the City Council and approval by the Mayor.

**ACCEPTED AND AGREED TO ON BEHALF OF:**

ANDERSON POLLUTION CONTROL  
(Name of Grantee)

INC. TEXAS  
(Legal Identity and State of Formation)

By: Darwin M. Blazer  
(Signature of Officer or Authorized Person)

Title: President/COO  
(Capacity of Signer)

Dated this 20<sup>th</sup> day of November, 2013.

PASSED first reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED second reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED third reading this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Houston

*mc*

Prepared by Legal Dept.

YSC/nj 9/19/14

*Josh Chy*  
\_\_\_\_\_  
Sr. Assistant City Attorney

Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department

L.D. File No. 0371400151001

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Anderson Pollution - 3rd

Agenda Item#: 36.

**Summary:**

ORDINANCE No. 2014-0912, passed first reading October 8, 2014

ORDINANCE granting to **ANDERSON POLLUTION CONTROL, INC, A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions

**THIRD AND FINAL READING**

**Background:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

**Amount of Funding:**

n/a

**Contact Information:**

Lara Cottingham Phone: (832) 393- 8503

Naelah Yahya Phone: (832) 393- 8530

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
<input type="checkbox"/> 9.26.2014 ARA SW Franchise Captions	Backup Material
<input type="checkbox"/> Anderson Pollution Control - ORD	Signed Cover sheet


**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA #**

<b>SUBJECT:</b> Ordinances granting Commercial Solid Waste Operator Franchises	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item#</b>
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<b>FROM: (Department or other point of origin):</b> Tina Paez, Director Administration & Regulatory Affairs	<b>Origination Date</b> 9/26/2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council Districts affected:</b> ALL
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<b>For additional information contact:</b> Lara Cottingham <b>Phone:</b> (832) 393- 8503 Naelah Yahya <b>Phone:</b> (832) 393- 8530	<b>Date and identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**

Approve ordinances granting Commercial Solid Waste Operator Franchise

<b>Amount of Funding:</b> N/A	<b>FIN Budget:</b>
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**SOURCE OF FUNDING:**     General Fund     Grant Fund     Enterprise Fund     Other  
(Specify)                      N/A

**SPECIFIC EXPLANATION:**

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
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3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

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**REQUIRED AUTHORIZATION**

Finance Director:

**1. FCC ENVIRONMENTAL SERVICES, LLC**

**AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**2. BIG R TRUCKING, LLC**

**AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**3. ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

**AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**4. ANDERSON POLLUTION CONTROL, INC.**

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - \_\_\_\_\_

**AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

**WHEREAS**, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

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

**ARTICLE I.  
DEFINITIONS AND INTERPRETATIONS**

**Section 1.01. Short title.** This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

**Section 1.02. Definitions.** Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

*Article VII* means Article VII of Chapter 39 of the City's Code of Ordinances.

*Authorized Area* means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

*Director* means the director of the City's Administration and Regulatory Affairs Department or his designee.

*Effective Date* is defined in **Section 8.14**.

*Franchise* means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

*Grantee* means Anderson Pollution Control, Inc., a Texas Corporation.

*Gross Revenue* means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

## **ARTICLE II. GRANT OF AUTHORITY AND TERM**

**Section 2.01. Rights granted.** The applicable terms of **Article VII**, as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

**Section 2.02. Term.** The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

**Section 2.03. Specific limitations.** This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

**Section 2.04. Use of the public way by other persons.**

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

**Section 2.05. Additions to the authorized area by annexation or otherwise.** The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

**ARTICLE III.  
PAYMENTS TO CITY**

**Section 3.01. Amount and Time of Payment.**

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45<sup>th</sup> day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section, amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

#### **ARTICLE IV. RECORDS**

**Section 4.01. Record keeping.** In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

#### **Section 4.02. Confidential information.**

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

### **ARTICLE V. RELEASE, INDEMNIFICATION AND INSURANCE**

**SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

- (a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR
- (b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR
- (c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

**SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE,  
EXCLUSIVE OF COSTS OF DEFENDING THE CITY.**

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;
- b. The basis on which indemnification may be due; and
- c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 5.02. Insurance.**

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

## **ARTICLE VI. DEFAULT AND TERMINATION**

**Section 6.01. Defaults.** The occurrence of any of the following shall be an event of default under this Franchise:

- a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;
- b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;
- c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

**Section 6.02. Cure period.** If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

**Section 6.03. A. Termination.** The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

**B. City's Option to Maintain Franchise in Force.** In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

#### **SECTION 6.04. LIQUIDATED DAMAGES**

**A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:**

**1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE \$200.00 PER DAY.**

**3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE \$100.00 PER DAY.**

**B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF**

**AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.**

**C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.**

**ARTICLE VII.  
TRANSFER OF AUTHORITY**

**Section 7.01. Prohibition.** The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

**Section 7.02. Process.** Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

**Section 7.03. Scope of review.** In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

**Section 7.04. Assignments not requiring approval.** Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

**Section 7.05. Release.** Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.01. Notice.**

**a.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director Administration and Regulatory Affairs Department City of Houston 611 Walker, 13th Floor Houston, Texas 77002 Fax Number: 713-837-0631	<i>and to</i>	City Attorney City of Houston Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex Fourth Floor 900 Bagby, Houston, Texas 77002 Fax Number: 832.393.6259
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Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director  
Anderson Pollution Control, Inc.  
1011 W. Lewis  
Conroe, TX 77301  
Facsimile Number: 713-947-3802

**b.** If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

**Section 8.02. Force Majeure.** Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

**Section 8.03. Controlling laws.** This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

**Section 8.04. Cumulative effect.** This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

**Section 8.05. Severability.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**Section 8.06. Entire agreement.** This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**Section 8.07. Captions.** Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

**Section 8.08. Acceptance and approval; consent.** An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

**Section 8.09. Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

**Section 8.10. Written amendment.** This Franchise may be amended only by an ordinance duly adopted by the City Council.

**Section 8.11. Publication.** The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

**Section 8.12. Acceptance.** No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

**Section 8.13. Representations and warranties.** In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

**a. Organization, standing and power.** The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

**b. Compliance with law.** The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

**c. Full disclosure.** Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

**d. Truthful statements.** The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

**e. Survival of representations and warranties.** All representations and warranties contained in this Franchise shall survive the term of this Franchise.

**Section 8.14. Effective Date.** This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31<sup>st</sup> day following its final passage by the City Council and approval by the Mayor.

**ACCEPTED AND AGREED TO ON BEHALF OF:**

ANDERSON POLLUTION CONTROL  
(Name of Grantee)

INC. TEXAS  
(Legal Identity and State of Formation)

By: Darwin M. Blazer  
(Signature of Officer or Authorized Person)

Title: President/COO  
(Capacity of Signer)

Dated this 20<sup>th</sup> day of November, 2013.

PASSED first reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED second reading this \_\_\_ day of \_\_\_\_\_, 2014.

PASSED third reading this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Houston

*mc*

Prepared by Legal Dept.

YSC/nj 9/19/14

*Josh Chy*  
Sr. Assistant City Attorney

Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department

L.D. File No. 0371400151001

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

NON CONSENT AGENDA

Agenda Item#:

**Summary:**

NON CONSENT AGENDA - NUMBER 37

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

Item Creation Date: 10/14/2014

MYR ~ 2014 TIRZ # 1 & St. George Place RA Request Nomination Memo 10-14-14

Agenda Item#: 37.

**Summary:**

MOTION to set a date not less than seven days from October 22, 2014, to receive nominations for appointments to Position 4, 6, 7, 8 & 9 of the **BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE (ST. GEORGE PLACE), CITY OF HOUSTON, TEXAS**, for the remainder of the designated two year term

**Background:**

**NON-CONSENT AGENDA**

**MISCELLANEOUS**

Motion to set a date not less than seven (7) days from October 22, 2014, to receive nominations for appointments to Position 4, 6, 7, 8, & 9 of the Board of Directors of Reinvestment Zone Number One (St. George Place), City of Houston, Texas for the remainder of the designated two-year term.

Position 4	Victoria Rockwell	Nominated by Council Member Pennington
Position 6	Gary Baumgartner	Nominated by Council Member Pennington
Position 7	J. David Enloe, Jr.	Nominated by Council Member Pennington
Position 8	Walter Goff	Nominated by Council Member Pennington
Position 9	William Hutz	Nominated by Council Member Pennington

**ATTACHMENTS:**

Description	Type
▣ 2014 TIRZ # 1 & St. George Place RA Request Nomination Memo 10-14-14	Signed Cover sheet

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District B

Item Creation Date: 10/7/2014

10213- Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department - Ordinance

Agenda Item#: 38.

**Summary:**

ORDINANCE appropriating \$2,500,000.00 out of Water & Sewer System Consolidated Construction Fund for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department

**TAGGED BY COUNCIL MEMBER GREEN**

This was Item 8 on Agenda of October 15, 2014

**Background:**

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of \$2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

**Amount of Funding:**

**\$2,500,000.00**

**Source of Funding:**

Other (Specify)

Water and Sewer System Consolidated Construction Fund (8500)

**Contact Information:**

David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Martin L. King, Sr. Staff Analyst	SPD	832-393-8705

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RCA for Appropriation	Signed Cover sheet
<input type="checkbox"/> Ordinance	Ordinance/Resolution/Motion
<input type="checkbox"/> Form A (Fair Campaign Ord)	Backup Material
<input type="checkbox"/> Form B	Backup Material
<input type="checkbox"/> Department Approval	Backup Material
<input type="checkbox"/> Tax Report	Backup Material

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 10213-2

Subject: Approve an Appropriation Ordinance WBS No.R-000019-0089-4	Category # 4	Page 1 of 1	Agenda Item
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<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Finance Department	<b>Origination Date</b>  September 08, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b> 	<b>Council District(s) affected</b> B
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<b>For additional information contact:</b> David Guernsey                      Phone: (832) 395-3640 Ray DuRousseau                      Phone: (832) 393-8726	<b>Date and Identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**  
 Approve an ordinance authorizing the appropriation of \$2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

Spending Authority: \$2,500,000.00	<b>Finance Budget</b> 
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\$2,500,000.00 - Water and Sewer System Consolidated Construction Fund (8500)

**SPECIFIC EXPLANATION:**  
 The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of \$2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

**REQUIRED AUTHORIZATION**

Finance Department:	Other Authorization:	Other Authorization:
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Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- ( ) Other - Grant Funds Available

Date: \_\_\_\_\_, 20\_\_ City Controller of the City of Houston, Texas

**FUND REF:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_ **ENCUMB. NO.** \_\_\_\_\_

City of Houston, Texas Ordinance No. \_\_\_\_\_

**AN ORDINANCE APPROPRIATING THE SUM OF \$2,500,000.00 OUT OF THE WATER AND SEWER SYSTEM CONSOLIDATED CONSTRUCTION FUND FOR EMERGENCY SANITARY SEWER LINE REPAIRS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

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

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: The sum of **\$2,500,000.00** out of the **Water and Sewer System Consolidated Construction Fund**.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

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

*Prepared by the Strategic Purchasing Division / FIN, Martin L. King at Extension 3-8705*

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

9-24-2014  
Date

D. Gray  
Legal Assistant

(Basic Form GMS159: AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 \_\_\_\_\_)

**Certificate of City Controller**

I, Ronald C. Green, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **\$2,500,000.00** required for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department do hereby certify as follows:

- (a) The sum of **\$2,500,000.00** will be funded from public improvement bond proceeds and/or public improvement commercial paper proceeds (first-in-first-out basis) pursuant to Ordinance No. 93-1409 authorizing the creation of the Water and Sewer System Consolidated Construction Fund (8500). To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.
  
- (b) To the extent that the **\$2,500,000.00** will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the Water and Sewer System Commercial Paper Ordinance, Ordinance No. 93-1209.

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City Controller

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District B

Item Creation Date: 10/7/2014

10213- Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department - Motion

Agenda Item#: 39.

**Summary:**

MOTION by Council Member Gonzalez/Seconded by Council Member Costello to adopt recommendation from Director of the Finance Department to award to **BRH-GARVER CONSTRUCTION, L.P.** for Emergency Sanitary Sewer Line Repairs for Department of Public Works & Engineering - Funding provided in Item 38 above

**This item should only be considered after passage of Item 38 above**

**TAGGED BY COUNCIL MEMBER GREEN**

This was Item 9 on Agenda of October 15, 2014

**Background:**

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve payment to BRH-Garver Construction, L.P. in an amount not to exceed \$2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department and that authorization be given to issue an automated (SAP) purchase order to BRH-Garver Construction, L.P. and allow progress payments without further Council action

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

The scope of work required the contractor to provide all labor, materials, equipment, permits, insurance, supervision and transportation necessary to immediately mobilize, provide traffic control and setup and maintain a bypass around the broken sewer line. The repair work, which began on June 9th, included, but was not limited to, plugging upstream of the repair location, dewatering the repair site, structural repair of two holes in the sanitary sewer line to prevent active infiltration, and internal point repair of 10 linear feet of pipe. Subsequent to the aforementioned, the contractor will properly remove, transport and dispose of the accumulated sewage and debris in compliance with the State of Texas environmental regulations. The contractor has completed 80% of the work and is scheduled to complete the entire project on or before October 15, 2014.

This recommendation is made pursuant to Chapter 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

**Amount of Funding:**

**\$2,500,000.00**

**Source of Funding:**

Other (Specify)

Water and Sewer System Consolidated Construction Fund (8500)

**Contact Information:**

David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Martin L. King, Sr. Staff Analyst	SPD	832-393-8705

**ATTACHMENTS:**

Description	Type
📁 RCA for motion	Signed Cover sheet
📁 Form A (Fair Campaign Ord)	Backup Material
📁 Form B	Backup Material
📁 Department Approval	Backup Material
📁 Tax Report	Backup Material
📁 Tagged Motin	Signed Cover sheet

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 10213

<b>Subject:</b> Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department S12-E25144	Category # 4	Page 1 of 1	Agenda Item
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<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Finance Department	<b>Origination Date</b>  September 08, 2014	<b>Agenda Date</b>
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<b>DIRECTOR'S SIGNATURE</b> 	<b>Council District(s) affected</b> B
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<b>For additional information contact:</b> David Guernsey                      Phone: (832) 395-3640 Ray DuRousseau                      Phone: (832) 393-8726	<b>Date and Identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**  
 Approve payment to BRH-Garver Construction, L.P. for a total amount not to exceed \$2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

Spending Authority: \$2,500,000.00	<b>Finance Budget</b> 
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\$2,500,000.00 - Water and Sewer System Consolidated Construction Fund (8500) WBS No.R-000019-0089-4

**SPECIFIC EXPLANATION:**  
 The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve payment to BRH-Garver Construction, L.P. in an amount not to exceed \$2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department and that authorization be given to issue an automated (SAP) purchase order to BRH-Garver Construction, L.P. and allow progress payments without further Council action.

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

The scope of work required the contractor to provide all labor, materials, equipment, permits, insurance, supervision and transportation necessary to immediately mobilize, provide traffic control and setup and maintain a bypass around the broken sewer line. The repair work, which began on June 9<sup>th</sup>, included, but was not limited to, plugging upstream of the repair location, dewatering the repair site, structural repair of two holes in the sanitary sewer line to prevent active infiltration, and internal point repair of 10 linear feet of pipe. Subsequent to the aforementioned, the contractor will properly remove, transport and dispose of the accumulated sewage and debris in compliance with the State of Texas environmental regulations. The contractor has completed 80% of the work and is scheduled to complete the entire project on or before October 15, 2014.

This recommendation is made pursuant to Chapter 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

Buyer: Martin L. King

**REQUIRED AUTHORIZATION**

Finance Department:	Other Authorization:	Other Authorization:
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39  
OCT 22 2014

MOTION NO. 2014

MOTION by Council Member Gonzalez that the recommendation of the Purchasing Agent. Relative to Emergency Sanitary Sewer Line Repairs for the Department of Public Works and Engineering, S12-E25144, be adopted, and authority is hereby given to issue an automated (SAP) purchase order to BRH-Garver Construction, L.P., and allow progress payments without further Council action in an amount not to exceed \$2,500,000.00, inasmuch as it is specifically found and determined by the City Council that an emergency existed and said services were necessary to preserve and protect the public health, safety and property of the citizens of the City of Houston.

Seconded by Council Member Costello

On 10/15/14 the above motion was tagged by Council Member Green.

cr

**CITY OF HOUSTON - CITY COUNCIL**

Meeting Date: 10/21/2014

District E

20RS141-Carollo Engineers, Inc. - Project Advisor/Technical Consultant - NE Water Purification Plant

Agenda Item#: 40.

**Summary:**

ORDINANCE appropriating \$5,500,000.00 out of Water & Sewer System Consolidated Construction Fund as the third additional appropriation to a Professional Engineering Services Contract between the City of Houston and **CAROLLO ENGINEERS, INC** for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant (Approved by Ordinance No. 2012-0121); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT E - MARTIN**

**TAGGED BY COUNCIL MEMBER GREEN**

This was Item 24 on Agenda of October 15, 2014

**Background:**

**PROJECT NOTICE/JUSTIFICATION:** These Services are to provide advisory and technical consulting assistance to the Department in executing the City's expansion of the Northeast Water Purification Plant. This expansion is required to meet future water demands, requirements of the Texas Commission on Environmental Quality regulations, and the Harris-Galveston Subsidence District Surface Water Conversion Plan.

All costs directly related to the expansion project will be shared by the City of Houston and four Regional Water Authorities. The City is currently negotiating a second supplement to the water supply contract with the Regional Water Authorities. All four Regional Water Authorities have committed to pay the City their share of the cost, that City has incurred or will incur under the appropriations to the professional engineering services contract with **CAROLLO ENGINEERS, INC.**, including this requested additional appropriation, via a letter of agreement authorized by their perspective boards. The City's share in this expansion project is approximately 16%, and the remaining 84% of the cost will be shared by all four Regional Water Authorities.

**DESCRIPTION/SCOPE:** The Project Advisor/Technical Consultant will support and augment the Department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The work to be performed shall consist of some or all of the following general activities to assist and support the Department and/or additional activities in concert with the overall purpose of the contract, as authorized by the Director:

- Perform raw water system planning and permitting assistance
- Perform US Corps 404 and environmental permitting
- Perform pilot operations (for the process development phase and performance validation phase)
- Perform Texas Commission on Environmental Quality coordination and reporting
- Perform special testing & monitoring (for example, conducting flavor profile analyses for taste & odor episodes)
- Provide project administrative, permitting, communications, and scheduling support
- Conduct supporting and special studies as necessary to support project management decision-making

**LOCATION:** This project is located on 12121 North Sam Houston Parkway East in Humble, key map grid 377W.

**PREVIOUS HISTORY and SCOPE:** City Council approved the original contract by Ordinance 2012-0121 on February 8, 2012, the First Amendment by Ordinance 2013-0155 on February 20, 2013, and the Second Amendment by Ordinance 2014-0160 on February 26, 2014. The scope of services under the original contract was to support and augment the department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The First Amendment authorized additional services to perform a process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit and validation, interim expansion planning; authority engagement; raw water cleaning and restoration evaluation; project delivery fact finding; project delivery approach evaluation and development of project staffing and controls plans. The consultant has been authorized \$3,307,216.00 out of the original, first and second amendment contract appropriations to date. The requested \$5,000,000.00 will be expended to continue the services as described in the scope of additional funding.

**SCOPE of this ADDITIONAL FUNDING and FEE:** The requested additional appropriation will be utilized to perform basic and additional services as defined by individual work orders. With the supplemental funding, the Project

Advisor/Technical consultant will perform treatment process pilot evaluations, raw water intake permitting and other additional services.

The budgeted amount for this amendment is \$5,500,000.00 to be appropriated as follows: \$5,000,000.00 for Contract Services and \$500,000.00 for CIP Cost Recovery.

**PAY or PLAY PROGRAM:**

The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides health benefits to eligible employees in compliance with City policy.

**M/WBE INFORMATION:** The M/WBE goal for the contract is 24%. The original contract and previous additional appropriations amount is \$4,004,305.00. The engineer has been authorized to perform services up to the contract amount of \$3,307,216.00. The engineer has been paid \$2,718,370.00 (82.20%) to date. Of this amount, \$540,100.00 (19.87%) has been paid to M/WBE sub-consultants to date. The engineer proposes the following plan to meet the M/WBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
Pair Prior M/WBE Commitment		\$540,099.56	6.00%
Unpaid Prior M/WBE Commitment		\$253,700.00	2.82%
ESPA CORP, Inc.	Civil Engineering Services	\$301,700.00	3.35%
Gupta & Associates, Inc.	Electrical Instrumentation Design	\$78,000.00	0.87%
Kuo & Associates, Inc.	Engineering Support Services	\$624,000.00	6.93%
M/WBE Firm TBD	Various Services	\$363,000.00	4.03%
	<b>TOTAL</b>	<b>\$2,160,499.56</b>	<b>24.00%</b>

**NON-M/WBE INFORMATION:** Additional Firms to be used but not included in the M/WBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
Pair Non-M/WBE Firms	Engineering Support Services	\$383,006.94	4.25%
CP&Y	Engineering Support Services	\$530,000.00	5.89%
RPS Espey, Inc.	Engineering Support Services	\$50,000.00	0.56%
Consulting Firm TBD	Permitting Support Services	\$150,000.00	1.67%
	<b>TOTAL</b>	<b>\$1,113,006.94</b>	<b>12.37%</b>

**Prior Council Action:**

Ordinance Number 2012-0121 February 8, 2012  
 Ordinance Number 2013-0155 February 20, 2013  
 Ordinance Number 2014-0160 February 26, 2014

**Amount of Funding:**

\$5,500,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.  
Original contract appropriation of \$977,500.00 from Water and Sewer Consolidated Construction Fund No. 8500.  
First Amendment and additional appropriation of \$2,541,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500. Second amendment and additional appropriation of \$1,100,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.

**Source of Funding:**

Enterprise Fund




**Contact Information:**

Kavi Kaleyatodi, P.E. CPM

Senior Assistant Director

**Phone:** (832) 395-2326

**ATTACHMENTS:**

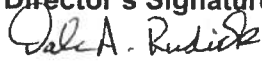
Description	Type
 20RS141-Carollo Engineers, Inc. - NE Water Purification Plant - RCA	Signed Cover sheet
 20RS141-Carollo Engineers, Inc. - NE Water Purification Plant ORD	Ordinance/Resolution/Motion
 20RS141-Carollo Engineers, Inc. - NE Water Purification Plant - financial information	Financial Information


TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Third Additional Appropriation to Professional Engineering Services Contract between the City and Carollo Engineers, Inc. for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant. WBS No. S-000066-0011-3	<b>Page</b> 1 of 3	<b>Agenda Item #</b>
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<b>From: (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>	<b>Agenda Date</b>
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<b>Director's Signature:</b>  Dale A. Rudick, P.E., Director	<b>Council District affected:</b>  E
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<b>For additional information contact:</b>  Ravi Kaleyatodi, P.E., CPM Phone: (832) 395-2326 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b> Ordinance Number 2012-0121 February 8, 2012 Ordinance Number 2013-0155 February 20, 2013 Ordinance Number 2014-0160 February 26, 2014
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**Recommendation: (Summary)**  
 Approve Third Additional Appropriation to the Professional Engineering Services Contract with Carollo Engineers, Inc. and appropriate funds.

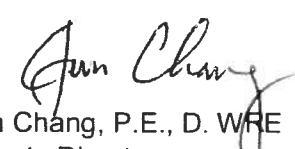

**Amount and Source of Funding:** \$5,500,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.  
 Original contract appropriation of \$977,500.00 from Water and Sewer System Consolidated Construction Fund No. 8500. First amendment and additional appropriation of \$2,541,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500. Second amendment and additional appropriation of \$1,100,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.

**PROJECT NOTICE/JUSTIFICATION:** These services are to provide advisory and technical consulting assistance to the Department in executing the City's expansion of the Northeast Water Purification Plant. This expansion is required to meet future water demands, requirements of the Texas Commission on Environmental Quality regulations, and the Harris-Galveston Subsidence District Surface Water Conversion Plan.

All costs directly related to the expansion project will be shared by the City of Houston and four Regional Water Authorities. The City is currently negotiating a second supplement to the water supply contract with the Regional Water Authorities. All four Regional Water Authorities have committed to pay the City their share of the cost, that City has incurred or will incur under the appropriations to the professional engineering services contract with Carollo Engineers, Inc., including this requested additional appropriation, via a letter of agreement authorized by their perspective boards. The City's share in this expansion project is approximately 16%, and the remaining 84% of the cost will be shared by all four Regional Water Authorities.

**DESCRIPTION/SCOPE:** The Project Advisor/Technical Consultant will support and augment the Department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The work to be performed shall consist of some or all of the following general activities to assist and support the Department and/or additional activities in concert with the overall purpose of the contract, as authorized by the Director:

LTS No.13029 CUIC ID #20RS141

<b>Finance Department:</b>	<b>Other Authorization:</b>  Jun Chang, P.E., D. WRE Deputy Director Public Utilities Division	<b>Other Authorization:</b>  Daniel R. Menendez, P.E. Deputy Director Engineering and Construction Division
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**SUBJECT:** Third Additional Appropriation to Professional Engineering Services Contract between the City and Carollo Engineers, Inc. for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant. WBS No. S-000066-0011-3

**Originator's  
Initials**

**Page  
2 of 3**

- Provide raw water system planning and permitting assistance
- Perform US Corps 404 and environmental permitting
- Perform pilot operations (for the process development phase and performance validation phase)
- Perform Texas Commission on Environmental Quality coordination and reporting
- Perform special testing & monitoring (for example, conducting flavor profile analyses for taste & odor episodes)
- Provide project administrative, permitting, communications, and scheduling support
- Conduct supporting and special studies as necessary to support project management decision-making

**LOCATION:** This project is located on 12121 North Sam Houston Parkway East in Humble, key map grid 377W.

**PREVIOUS HISTORY AND SCOPE:** City Council approved the original contract by Ordinance 2012-0121 on February 8, 2012, the First Amendment by Ordinance 2013-0155 on February 20, 2013, and the Second Amendment by Ordinance 2014-0160 on February 26, 2014. The scope of services under the original contract was to support and augment the department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The First Amendment authorized additional services to perform a process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit & validation, and interim expansion planning. The Second Amendment authorized legal and contracting support and development of project staffing and controls plans.

Under this contract the Project Advisor/Technical Consultant has accomplished the primary objectives of Work Orders 1 through 5C that consisted of: project framework development, treatment concept development, delivery alternative development, project approach alternative assessment, conceptual project schedule; technical support to the City to maintain operations at the North East Water Purification Plant following storm events in February and July, 2012; process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit and validation, interim expansion planning; authority engagement; raw water cleaning and restoration evaluation; project delivery fact finding; project delivery approach evaluation and development of project staffing and controls plans. The consultant has been authorized \$3,307,216.00 out of the original, first and second amendment contract appropriations to date. The requested \$5,000,000.00 will be expended to continue the services as described in the scope of additional funding.

**SCOPE OF THIS ADDITIONAL FUNDING AND FEE:** The requested additional appropriation will be utilized to perform basic and additional services as defined by individual work orders. With the supplemental funding, the Project Advisor/Technical Consultant will perform treatment process pilot evaluations, raw water intake permitting and other additional services.

The budgeted amount for this amendment is \$5,500,000.00 to be appropriated as follows: \$5,000,000.00 for Contract Services and \$500,000.00 for CIP Cost Recovery.

**PAY OR PLAY PROGRAM:**

The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides health benefits to eligible employees in compliance with City policy.

**SUBJECT:** Third Additional Appropriation to Professional Engineering Services Contract between the City and Carollo Engineers, Inc. for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant. WBS No. S-000066-0011-3

**Originator's Initials**

**Page 3 of 3**

**M/WBE INFORMATION:** The M/WBE goal for the contract is 24%. The original contract and previous additional appropriations amount is \$4,004,305.00. The engineer has been authorized to perform services up to the contract amount of \$3,307,216.00. The engineer has been paid \$2,718,370.00 (82.20%) to date. Of this amount, \$540,100.00 (19.87%) has been paid to M/WBE sub-consultants to date. The engineer proposes the following plan to meet the MWBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
1. Paid Prior M/WBE Commitment		\$540,099.56	6.00%
2. Unpaid Prior M/WBE Commitment		\$253,700.00	2.82%
3. ESPA CORP, Inc.	Civil Engineering Services	\$301,700.00	3.35%
4. Gupta & Associates, Inc.	Electrical Instrumentation Design	\$78,000.00	0.87%
5. Kuo & Associates, Inc.	Engineering Support Services	\$624,000.00	6.93%
6. M/WBE Firm TBD	Various Services	<u>\$363,000.00</u>	<u>4.03%</u>
<b>TOTAL</b>		<b>\$2,160,499.56</b>	<b>24.00%</b>

**NON-M/WBE INFORMATION:** Additional Firms to be used but not included in the M/WBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
1. Paid Non-M/WBE Firms	Engineering Support Services	\$383,006.94	4.25%
2. CP&Y	Engineering Support Services	\$530,000.00	5.89%
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4. Consulting Firm TBD	Permitting Support Services	<u>\$150,000.00</u>	<u>1.67%</u>
<b>TOTAL</b>		<b>\$1,113,006.94</b>	<b>12.37%</b>

*Handwritten initials: DR, RK, HH, SD, RS*

DAR:DRM:RK:HH:SD:RS

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File: S-000066-0011-3 (1.2)

