

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



**Monday, November 7, 2022  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 7, 2022 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 7, 2022, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)**

**A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 836 7630 8775, Passcode: 290013. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Pastor Adam McIntosh – St. David’s Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions: *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

*matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

E. Reports and Announcements

1. Announcements

- I. November 12, 2022 – **Depot Day – a National Model Railroad Month Event** – 10:00 a.m.-4:00 p.m.
- II. November 12, 2022 – **2<sup>nd</sup> Saturday at the Depot** – 5:45 p.m.-7:35 p.m.
- III. November 18, 2022 – **Light it Up! Tree Lighting – 7:00 p.m.-9:00 p.m.**, at the Depot
- IV. November 19, 2022 – **Holiday Parade** – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce; 2023 Miss Tomball Event in the Evening – 10:00 a.m.-Noon
- V. December 3, 2022 – **Deck the Depot** – Depot Plaza – 10:00 a.m.-2:00 p.m.
- VI. December 9-11, 2022 – **German Christmas Market** – Depot Plaza and Market Street

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

- I. Katherine Tapscott - Quarterly Investment Report for Period Ending September 30, 2022. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis. As of September 30, 2022, the City's cash and investment balances totaled \$67,314,441.
- II. Chrislord Templonuevo – Report on the Success of the **Spooktacular 2<sup>nd</sup> Saturday at the Depot**  
Sasha Smith – Report on the Success of the **Tomball Bluegrass Fall Fest 2022**

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2022-18, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
2. Adopt, on Second Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential -20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
3. Adopt, on Second Reading, Ordinance No. 2022-39, an ordinance of the City of Tomball, Texas, amending the City of Tomball's Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve the Minutes of the following Meetings:

  - \* October 17, 2022 Regular Tomball City Council Meeting
  - \* November 1, 2022 Special Tomball City Council Meeting

2. Approve the purchase of budget software from Questica Ltd. for a not-to-exceed amount of \$112,874.81 over a five (5) year term, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchase is included in the FY 2022-2023 Budget.
3. Approve the purchase of four (4) Ford F-150 Crew Cab Trucks from Silsbee Ford through the TIPS USA Automobiles Contract (Contract No. 210907) for a not-to-exceed amount of \$176,841.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.
4. Approve the purchase of one (1) Ford F-150 Crew Cab Truck and two (2) Ford Police Interceptors from Silsbee Ford through the TIPS USA (Contract No. 210907) for a not-to-exceed amount of \$130,945.50, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.
5. Approve the purchase of public safety uniforms from Impact Promotional Services, d.b.a Got You Covered Workwear and Uniforms through the BuyBoard Cooperative Purchasing Network (Contract #670-22) for a not-to-exceed amount of \$125,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2022-2023 Budget.
6. Approve Supplemental Number One to Gunda Corporation, LLC. for Project Number 2018-10041, Jerry Matheson Park Rebuild for an amount of \$113,530 (total not-to-exceed contract amount of \$147,630), approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
7. Approve a Professional Services Agreement with Oller Engineering, Inc. for Project Number 2023-10004, design of the Pine Street elevated storage tank rehabilitation for the City of Tomball, for the not-to-exceed amount of \$73,943, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
8. Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10010, East Water Plant design for the City of Tomball, for the not-to-exceed amount of \$2,606,076, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.



9. Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2019-10008, FM 2920 Lift Station Improvements for the City of Tomball, for the not-to-exceed amount of \$2,206,200, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
10. Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10003, the preliminary design of the South Wastewater Treatment Plant expansion and associated improvements to the South Wastewater Treatment Plant, for the not-to-exceed amount of \$506,085; approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
11. Approve a Professional Services Agreement with Gunda Corporation, Inc. for Project Number 2014-10031, FM 2920 Improvement Project for the City of Tomball, for the not-to-exceed amount of \$65,000, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
12. Approve an Interlocal Agreement with Harris County for Project Number 2023-10009, Telge Easement Acquisition, for a total amount of \$1,379,163.19, approve the expenditure of funds therefor, and authorize the Mayor to execute the agreement. This project was included in the FY 2022-2023 budget as part of the Certificate of Obligation issuance.
13. Repeal Administrative Policy No. 6, “Auctions Conducted to Dispose of City Property,” and Administrative Policy No. 16, “Master Service or Commodity Contracts, Professional Service Contracts, and Change Orders”

H. New Business

1. Approve amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts.
2. Approve amendments to Administrative Policy No. 24, Sports Court Reservation Policy
3. Accept Resignation of Becky Loving, Resident Member 1, of the Tourism Advisory Committee

4. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
  - Sec. 551.076 – Deliberation regarding Security Devices

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of November 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

November 12, 2022 – **Depot Day** – a *National Model Railroad Month Event* – 10:00 a.m.-4:00 p.m.

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>11-1-22</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

November 12, 2022 – 2<sup>nd</sup> Saturday at the Depot – 5:45 p.m.-7:35 p.m.

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

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Signed	<u>Doris Speer</u>	<u>11-1-22</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

November 18, 2022 – *Light it Up! Tree Lighting – 7:00 p.m.-9:00 p.m.*, at the Depot

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

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If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>9-28-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

November 19, 2022 – *Holiday Parade* – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce; 2023 Miss Tomball Event in the Evening – 10:00 a.m.-Noon

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>9-28-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

December 3, 2022 – *Deck the Depot* – Depot Plaza – 10:00 a.m.-2:00 p.m.

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>9-28-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

December 9-11, 2022 – **German Christmas Market** – Depot Plaza and Market Street

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

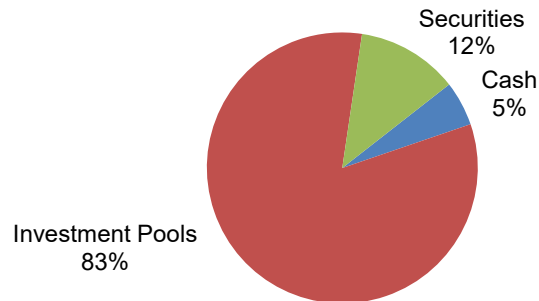
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>11-1-22</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# CITY OF TOMBALL QUARTERLY INVESTMENT REPORT September 30, 2022

	Market Value	
	6/30/2022	9/30/2022
Cash	\$ 2,790,280	\$ 3,578,598
Investment Pools	53,571,294	55,594,952
Securities	8,111,269	8,140,891
<b>Total Portfolio</b>	<b>\$ 64,472,843</b>	<b>\$ 67,314,441</b>

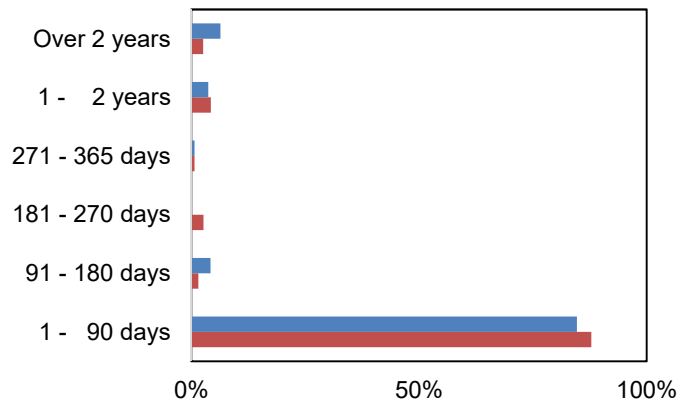
**Diversification by Type  
as of September 30, 2022**



Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 59,173,551	88%
91 - 180 days	1,081,778	2%
181 - 270 days	1,854,145	3%
271 - 365 days	495,830	1%
1 - 2 years	2,920,552	4%
Over 2 years	1,788,585	3%
<b>Total Portfolio</b>	<b>\$ 67,314,441</b>	

**Diversification by Maturity  
as of September 30, 2022**



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

*K. Tapscott*

Katherine Tapscott  
Finance Director

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO SUMMARY  
ACTIVITY FOR QUARTER ENDING  
September 30, 2022**

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
<b>Beginning of period</b>	<b>\$ 8,623,601</b>	<b>\$ 7,790,553</b>	<b>90.34%</b>	<b>3.256%</b>	<b>2.80%</b>
Purchases	500,000	495,830			
Maturities/Calls	(320,000)	(320,715)			
Change in Value	-	175,222			
<b>End of period</b>	<b>\$ 8,803,601</b>	<b>\$ 8,140,891</b>	<b>92.47%</b>	<b>3.256%</b>	<b>4.05%</b>

\*\*Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 457

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO  
September 30, 2022**

	SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/22	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1	Alvin TX ISD	022447S98	AAA	2/15/2023	5.000%	370,000	372,665	138	4.58%	6	N
2	Lubbock TX	549188UK4	AA+	2/15/2023	2.520%	500,000	497,256	138	6.11%	8	N
3	Texas St University System Revenue	88278PZR8	AA	3/15/2023	5.000%	210,000	211,857	166	2.60%	4	N
4	Texas A&M Revenue	88213AKA2	AAA	5/15/2023	2.349%	470,000	465,010	227	5.71%	13	N
5	Allen TX WTRWKS & SWR Revenue	018112SF0	AAA	6/1/2023	5.000%	400,000	404,916	244	4.97%	12	N
6	Federal Home Loan Bank	3130ASAP4	AAA	6/16/2023	2.250%	1,000,000	984,220	259	12.09%	31	Y
7	Farmer Mac	31422XE81	AAA	8/29/2023	3.360%	500,000	495,830	333	6.09%	20	N
8	Grand Parkway Trans	38611TCV7	AA	10/1/2023	1.608%	445,000	433,804	366	5.33%	20	Y
9	Texas ST REF TXBL	8827235H8	AAA	10/1/2023	4.000%	570,000	569,374	366	6.99%	26	N
10	Austin TX Elec Utility	052414PE3	AA-	11/15/2023	5.000%	875,000	890,745	411	10.94%	45	N
11	N Harris CNTY	65956NGL4	A+	12/15/2023	5.000%	270,000	275,619	441	3.39%	15	N
12	San Antonio Elec & Gas Rev	7962532J0	AA-	2/1/2024	5.250%	255,000	261,904	489	3.22%	16	Y
13	Amarillo TX Tax NTS	023015J35	AAA	2/15/2024	2.000%	500,000	489,107	503	6.01%	30	N
14	Nueces Co TXBL REF Ser B	670386ST9	AA	2/15/2025	0.864%	500,000	458,959	869	5.64%	49	N
15	Wisconsin ST GF Annual A TXBL	977100GX8	AA	5/1/2025	1.899%	450,000	420,861	944	5.17%	49	Y
16	Federal Home Loan Bank	3130AMTK8	AAA	6/30/2025	1.000%	1,000,000	908,765	1,004	11.16%	112	Y
<b>TOTAL</b>					<b>3.256%</b>	<b>\$ 8,315,000</b>	<b>\$ 8,140,891</b>	<b>431</b>	<b>100.00%</b>	<b>457</b>	

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Quarterly Investment Report for Period Ending September 30, 2022. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis. As of September 30, 2022, the City's cash and investment balances totaled \$67,314,441.

**Background:**

**Origination:** Finance Director

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, Finance Director

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Katherine Tapscott</u>	<u>10/27/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Chrislord Templonuevo – Report on the Success of the **Spooktacular 2<sup>nd</sup> Saturday at the Depot**  
Sasha Smith – Report on the Success of the **Tomball Bluegrass Fall Fest 2022**

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

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Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>11/1/22</u>	Approved by	_____	_____
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-18, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

City Staff recommends approval. Planning & Zoning Commission recommends APPROVED (3 Vote Aye, 1 Votes Nay)

**Origination:** Yuna Holdings, LLC

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.44 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 1, BLOCK 1 OF JTS SUBDIVISION FROM THE GENERAL RETAIL (GR) DISTRICT TO THE COMMERCIAL (C) DISTRICT, BEING LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MEDICAL COMPLEX DRIVE AND THE STATE HIGHWAY 249 FRONTAGE ROAD, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

\* \* \* \* \*

Whereas, Yuna Holdings, LLC has requested that approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision, located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas, (the “Property”), be rezoned; and

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17<sup>th</sup> DAY OF OCTOBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>ABSENT</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7<sup>th</sup> DAY OF NOVEMBER 2022.

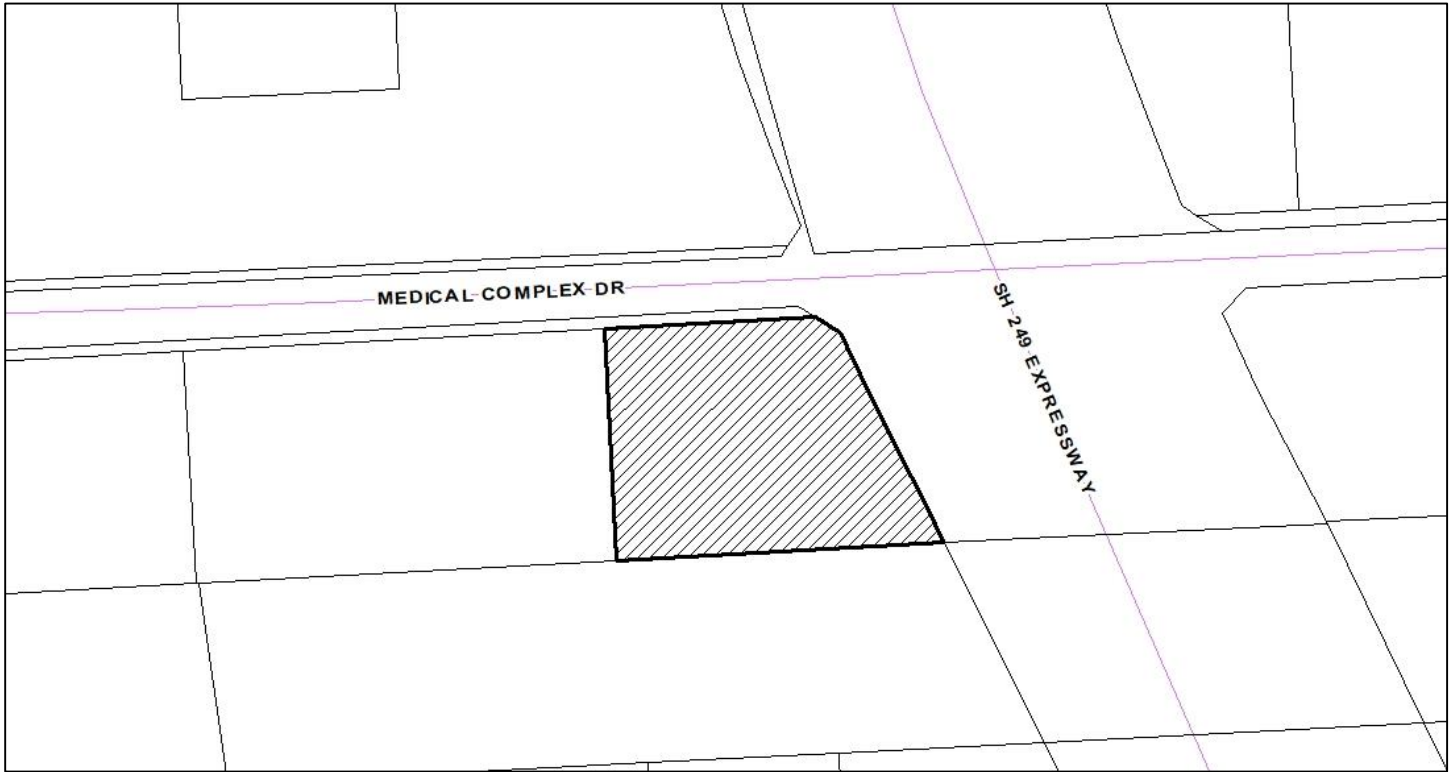
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

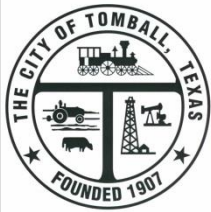
ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

Exhibit "A"



Location: Lot 1, Block 1, in JTS Subdivision



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: August 8, 2022  
City Council Public Hearing Date: August 15, 2022

**Rezoning Case:** P22-213  
**Property Owner(s):** Yuna Holdings, LLC  
**Applicant(s):** Yuna Holdings, LLC  
**Legal Description:** Lot 1, Block 1 of JTS Subdivision  
**Location:** Southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road. (Exhibit "A")  
**Area:** 1.44 acres  
**Comp Plan Designation:** Corridor Commercial (Exhibit "B")  
**Present Zoning and Use:** General Retail (GR) (Exhibit "C") / Vacant (Exhibit "D")  
**Request:** Rezone to the Commercial District  
**Adjacent Zoning & Land Uses:**  
**North:** General Retail/Vacant  
**South:** General Retail/Vacant  
**West:** General Retail with Conditional Use Permit/Hotel  
**East:** State Highway 249

**BACKGROUND**

The subject property was annexed in 1997 (Ordinance#1997-01) and remained vacant since that time. The property has been located within a General Retail zoning district since 2008 when the City of Tomball adopted zoning. According to information provided by the applicant, the zone change request is to allow the subject property to be developed as a pawn shop with an indoor gun range.

**ANALYSIS**

The subject property is approximately 1.44 acres, located at the southwest corner of the intersection of Medical Complex Drive and State Highway 249. Properties north and south of the subject site are within General Retail zoning districts and are presently vacant. The property west of the subject site is also located within General Retail zoning and is occupied by a hotel (Residence Inn). East of the subject property is State Highway 249.

**Comprehensive Plan Recommendation:**

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Corridor Commercial.” According to the Comprehensive Plan, the Corridor Commercial land use category is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. This land use category typically is comprised of varying lot sizes and intensities predominately serving the automobile.

The Comprehensive Plan identifies regional commercial, personal service offices, multi-family, retail, entertainment, dining, hotels, and brew pub/distilleries to be appropriate land uses within the Corridor Commercial land use.

According to the Comprehensive Plan, Office, General Retail, Commercial, Mixed Use, Multi-Family, and Planned Developments are considered appropriate zoning districts within the Corridor Commercial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage.”

**Staff Review Comments:**

The request to rezone the subject property to Commercial is in accordance with the Corridor Commercial land use identified on the Future Land Use Map. According to the Comprehensive Plan this land use category is intended for nonresidential uses along high-traffic, regionally serving thoroughfares. Further, the City of Tomball Code of Ordinance states that convenient access to major thoroughfares is a primary consideration for Commercial zoning districts. The subject site is located at the intersection of Medical Complex Drive (minor arterial) and State Highway 249 (expressway). Commercial land uses are often located at intersections such as this because they provide convenient access and exposure to higher volumes of traffic.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on July 25, 2022. Due to the tabling of the item, the Notice of Public Hearing was re-published in the local paper on September 28, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-213.

**P&Z RECOMMENDATION:**

Approval (3 Vote Aye, Vote Nay)

- Discussion Items:
  - Concerns about staff interpretation of indoor gun ranges being classified as “Amusement, Commercial (indoor)” within the Land Use Regulation Chart.

**EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo(s)
- E. Zoning District Permitted Use Chart Comparison
- F. Rezoning Application

**Exhibit "A"  
Aerial Map**





**Exhibit "B"**  
**Future Land Use Map**

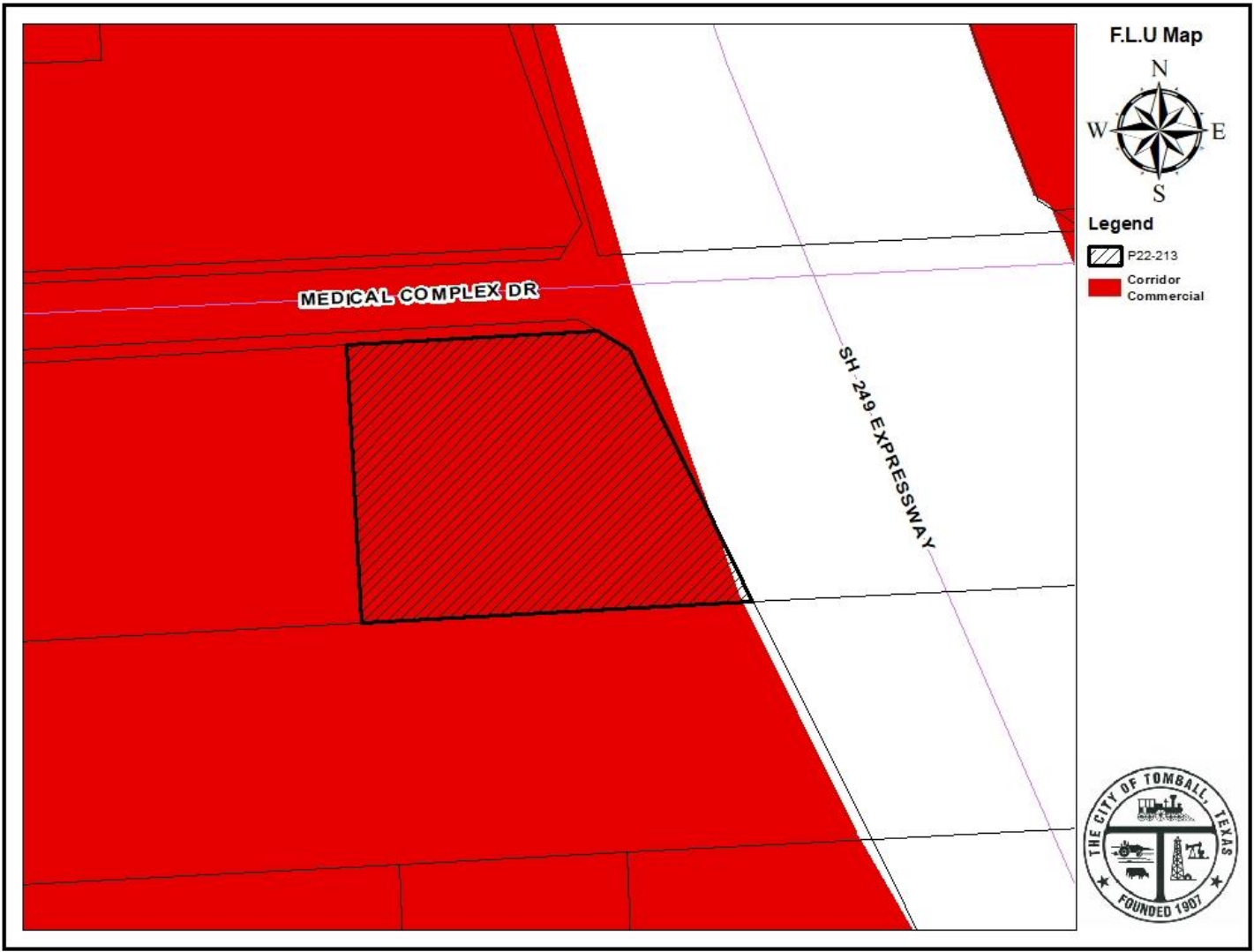
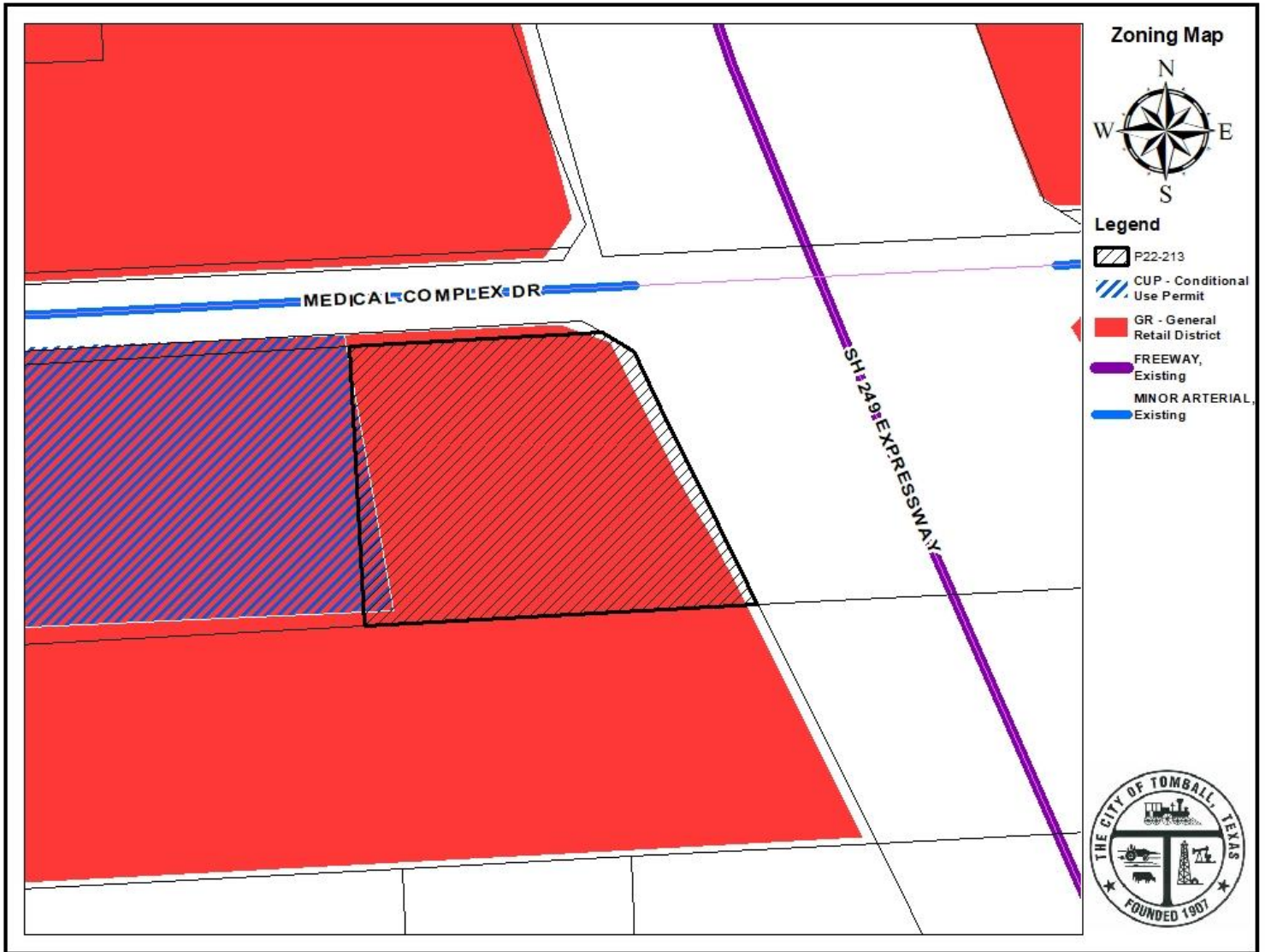




Exhibit "C"  
Zoning Map



**Exhibit "D"**  
**Site Photo**



**Exhibit “E”  
Zoning District Permitted Use Chart Comparison**

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
<b>Agriculture</b>			
Bulk Grain and/or feed storage		C	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	None
Feed and grain store/farm supply store ‡	C	P	1 space per 500 square feet
Flour and other grain mills			1 space per 1,000 square feet
Livestock, wholesale/auction			None
Livestock sales/auction			None
Stable, commercial			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡			None
<b>Residential</b>			
Accessory building/structure (business or industry) ‡	P	P	None
Accessory building/structure (residential) ‡			None
Accessory dwelling			None
Garage/accessory dwelling ‡			None
Caretaker's, guard's residence ‡	P	P	1 space per caretaker/guard
Dwelling, four-family (quadraplex) (defined under Multiple-family dwelling) ‡			2 spaces per dwelling
Dwelling, HUD code-manufactured home ‡			2 spaces per dwelling
Dwelling, industrialized home ‡			2 spaces per dwelling
Dwelling, multiple-family ‡			2 spaces per dwelling
Dwelling, single-family attached ‡			2 spaces per dwelling
Dwelling—Single-family detached ‡			2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡			2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡			2 spaces per dwelling
Home occupation ‡	P	P	None
Residential use ‡	C	C	2 spaces per dwelling
Private street subdivision	C	C	None
<b>Office</b>			
Clinic, emergency care	P	P	1 space per 150 square feet
Clinic, medical and/or dental	P	P	1 space per 300 square feet
Credit agency	P	P	1 space per 300 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Bank, savings and loan, or credit union (no motor bank services)	P	P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	P	P	1 space per 300 square feet
Office, professional and general business ‡	P	P	1 space per 300 square feet
Office, parole-probation	P	P	1 space per 300 square feet
Office showroom/warehouse ‡	C	P	1 space per 300 square feet
Security monitoring company (no outside storage)	P	P	1 space per 300 square feet
Telemarketing agency	C	C	1 space per 250 square feet
Telephone exchange/switching station ‡	P	P	1 space per 500 square feet
Temporary real estate field office	P	P	4 spaces
Model home (including sales office)	P	C	2 spaces per model
<b>Personal and Business</b>			
Ambulance service	C	P	1 space per 500 square feet
Automobile driving school (including defensive driving)	P	P	1 space per classroom seat
Barber/beauty shop (no related school/college)	P	P	1 space per 200 square feet
Bed and breakfast inn ‡	P	P	2 spaces plus one per guest room
Check cashing service	C	C	1 space per 100 square feet
Dance hall/dancing facility ‡	C	C	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	P	P	1 space per 100 square feet
Fortunetelling and similar activities ‡			1 space per 300 square feet
Funeral home ‡	C	P	See Section 50-112
Greenhouse (non-retail/hobby)			None
Health club (indoor)	P	P	1 space per 300 square feet
Health club (outdoor)	P	P	1 space per 300 square feet
Hotel‡	P	P	See Section 50-112
Motel‡		C	See Section 50-112
Laundromat/washateria/self-service ‡	P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	P	P	1 space per 200 square feet
Loan service (payday/auto title)	C	C	1 space per 100 square feet
Mailing service (private)	P	P	1 space per 200 square feet



TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Pharmacy (retail only)	P	P	1 space per 200 square feet
Reception venue	P	P	1 space: 4 seats
Recreational vehicle park			
Rehabilitation care facility (halfway house) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	P	P	1 space per 200 square feet
Sexually oriented business			
Tattoo or body piercing studio ‡		C	1 space per 200 square feet
Wedding chapel	P	P	1 space per four seats
<b>Retail</b>			
Antique shop (no outside sales or storage) ‡	P	P	1 space per 500 square feet
Antique shop (with outside storage)	C	P	1 space per 500 square feet
Apparel shop	P	P	1 space per 200 square feet
Art gallery/museum/dealer ‡	P	P	1 space per 500 square feet
Artist or photography studio	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)	P	P	1 space per 200 square feet
Bakery (wholesale) ‡		P	1 space per 500 square feet
Bird and pet shops (retail only)	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡	P	P	1 space per 200 square feet
Brewpub	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	C	P	1 space per 1,000 square feet
Carpenter shop	C	P	1 space per 500 square feet
Catering service	P	P	1 space per 500 square feet
Consignment shop	C	P	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	P	P	See Section 50-112

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Copy shop ‡	P	P	1 space per 200 square feet
Drinking establishment	P	P	
Drug store (retail only)	P	P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	C	P	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	P	P	
Eating establishment (with drive-through service) ‡	C	P	
Electronic goods (retail only)	P	P	1 space per 200 square feet
Florist shop (retail only) ‡	P	P	1 space per 200 square feet
Food or grocery store	P	P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	P	P	1 space per 500 square feet
Furniture store (new and used) ‡	P	P	1 space per 200 square feet
General retail stores (no outside storage)	P	P	1 space per 200 square feet
Gift or card shop (retail only)	P	P	1 space per 200 square feet
Hardware store	P	P	1 space per 400 square feet
Hobby and crafts store (retail only)	P	P	1 space per 200 square feet
Home improvement center	P	P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	P	P	1 space per 200 square feet
Market, open air, flea		C	1 space per 200 square feet
Meat and fish market (retail only)	P	P	1 space per 200 square feet
Mobile Food Court ‡	C	C	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films	C	P	1 space per 300 square feet
Motion picture theater (indoors)	P	P	See Section 50-112
Nursery ‡	P	P	1 space per 1,000 square feet of sales area
Garden shop ‡	P	P	1 space per 200 square feet
Painting and refinishing shop	C	P	1 space per 500 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet



TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Taxi/limousine service	C	P	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡		P	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡		C	1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡		C	1 space per 500 square feet
Transit terminal ‡		P	See Section 50-112
Truck and bus leasing ‡		P	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡		P	1 space per 1,000 square feet
Truck stop ‡		C	1 space per 1,000 square feet
Truck terminal ‡		P	See Section 50-112
<b>Amusement and Recreation</b>			
Amusement, commercial (indoor) ‡	C	P	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	C	P	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡		C	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	C	P	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	C	P	1 space per 200 square feet
Bingo facility	C	P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	P	P	4 spaces per lane
Dinner theatre	P	P	1 space per three seats or bench seating space
Drive-in theater		C	1 space per speaker
Golf driving range	C	P	See Section 50-112
Golf course (private) ‡	C	C	6 spaces per hole
Golf course (publicly owned) ‡	P	P	6 spaces per hole
Playfield or stadium (private)	C	P	1 space per three seats
Recreational vehicle park/campground ‡		C	1.5 per RV pad
Skating rink	P	P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	1 space for each 100 square feet of gross water surface and deck area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Swimming pool, commercial ‡	P	P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	2 spaces per court
<b>Institutional/Governmental</b>			
Adult day care (business)			
Antenna (commercial)			
Antenna (noncommercial)			
Armed services recruiting center	P	P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡	P	P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house	C	P	1 space per 100 square feet
Broadcast station (with tower)			
Broadcast towers (commercial)			
Cellular communications tower/PCS			
Cemetery and/or mausoleum ‡	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡	P	P	1 space per three children
Church/temple/place of worship ‡	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	P	P	See Section 50-112
Community center (public)	P	P	See Section 50-112
Community home ‡			1 space per 300 square feet
Community or social buildings ‡	P	P	1 space per 300 square feet
Country club (private) ‡	C	C	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)			
Electric power plant		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	1 space per 1,000 square feet
Exhibition hall ‡	C	P	1 space per 100 square feet
Fair ground or rodeo ‡		C	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	1 space per 10 children plus 1 space per teacher

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Fraternal organization ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡	C	C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	P	P	1 space per 300 square feet
Heliport ‡	C	C	3 spaces
Helistop	C	C	3 spaces
Hospital ‡	P	P	1 space per bed
Household care facility ‡			1 space per 6 clients
Household care institution	P	P	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	C	C	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	P	P	1 space per 200 square feet
Municipal facility or use ‡	P	P	1 space per 300 square feet
Museum	P	P	See Section 50-112
Park and/or playground (private) ‡	P	P	
Park and/or playground (public, municipal) ‡	P	P	
Penal or correctional institutions		P	1 space per 500 square feet
Post office (governmental)	P	P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	P	P	1 space per 4 seats
Radio, television and communications towers			
Rectory/parsonage	P	P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡			
Riding academy	C	C	1 space per five stalls
Sanitary landfill (private)			1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	P	P	1 space per three students, based on design
School, college or university	P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	P	P	1 space per student
School, public or denominational ‡	P	P	See Section 50-112
School, other than public or denominational ‡	P	P	
Sheltered care facility ‡	C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡			

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Skilled nursing facility ‡	C	P	See Section 50-112
Studio for radio and/or television (no towers) ‡	P	P	1 space per 200 square feet
<b>Commercial and Wholesale Trade</b>			
Animal kennel (outdoor pens)		C	1 space per 500 square feet
Appliance repair	P	P	1 space per 500 square feet
Book binding		P	1 space per 500 square feet
Carpet and rug cleaning plant	C	P	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)			1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	C	P	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	P	P	1 space per 1,000 square feet
Construction contractor with storage yard		P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	P	P	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official)	P	P	None
Distribution center ‡		P	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	P	P	1 space per 1,000 square feet
Electronic assembly		P	1 space per 1,000 square feet
Electro-plating/electro-typing		P	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	P	P	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	C	P	1 space per 500 square feet
Fur/hide tanning and finishing			1 space per 1,000 square feet
Heating and air conditioning sales/services	C	P	1 space per 1,000 square feet
Iron works (ornamental)		C	1 space per 1,000 square feet
Lawnmower repair and/or sales	C	P	1 space per 500 square feet
Loading or storage tracks		P	None
Locksmith	P	P	1 space per 500 square feet
Machine shop		P	1 space per 1,000 square feet



TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Maintenance and repair service for buildings/janitorial	C	P	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡		C	1 space per 1,000 square feet
Mattress, making and renovating		P	1 space per 1,000 square feet
Milk depot, wholesale		P	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	C	P	See Section 50-112
Mortuary	C	P	See Section 50-112
Moving and storage company		P	1 space per 1,000 square feet
News printing		P	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	C	P	1 space per 5,000 square feet of land area
Pawn shop ‡		P	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	P	P	1 space per 200 square feet
Plumbing shop	C	P	1 space per 200 square feet
Printing equipment, supplies and repairs	C	P	1 space per 500 square feet
Propane sales filling (retail)	C	P	1 space per 200 square feet
Publishing and printing company	C	P	1 space per 500 square feet
Quick lube/oil change/minor inspection	P	P	1 space per 200 square feet
Salvage storage yard ‡			5 per acre
Scientific and industrial research laboratories (hazardous) ‡		C	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	C	P	1 space per 300 square feet
Scrap metal storage yard			5 space per acre
Security systems installation company	C	P	1 space per 300 square feet
Sheet metal shop		P	1 space per 1,000 square feet
Storage of cement, sands and gravel		C	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials		C	1 space per 5,000 square feet of storage area
Taxicab storage and repair		P	1 space per 500 square feet
Taxidermist	C	P	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	P	P	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Vacuum cleaner sales and repair ‡	P	P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P	P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡		C	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	C	P	1 space per 1,000 square feet
Welding shop	C	P	1 space per 1,000 square feet
Wholesale trade, nondurable goods	C	P	1 space per 1,000 square feet
Woodworking shops	C	P	1 space per 1,000 square feet
Wrecking materials yard ‡			1 space per 1,000 square feet
<b>Light and Heavy Manufacturing/Industrial</b>			
Acid manufacture			1 space per 1,000 square feet
Adhesives and sealants manufacture		C	1 space per 1,000 square feet
Aircraft parts manufacture			1 space per 1,000 square feet
Airplane repair and manufacturing			1 space per 1,000 square feet
Animal processing and slaughter		C	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law		C	1 space per 1,000 square feet
Artificial flower manufacture	C	P	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood		P	1 space per 1,000 square feet
Bag manufacturing		P	1 space per 1,000 square feet
Battery manufacture			1 space per 1,000 square feet
Bleaching/chorine powder manufacture			2 spaces per 1,000 square feet
Boiler manufacture and repair			1 space per 1,000 square feet
Bottling works		P	1 space per 1,000 square feet
Broom manufacture		P	1 space per 1,000 square feet
Candy and other confectionary products manufacture	C	P	1 space per 1,000 square feet
Canning and preserving factory		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Canvas and related products manufacture		P	1 space per 1,000 square feet
Casein manufacture			1 space per 1,000 square feet
Celluloid and similar cellulose manufacture			1 space per 1,000 square feet
Cement manufacture			1 space per 1,000 square feet
Ceramic products manufacture	C	P	1 space per 500 square feet
Chalk manufacture			1 space per 1,000 square feet
Chemicals (agricultural) manufacture			1 space per 1,000 square feet
Chemicals (industrial) manufacture			1 space per 1,000 square feet
Clothing manufacture		P	1 space per 500 square feet
Coffee roasting		C	
Coffin manufacture		C	1 space per 1,000 square feet
Cold storage plants/locker		P	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡			1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡	C	P	1 space per 5,000 square feet of land
Crematory			1 space per 1,000 square feet
Culvert manufacture			1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture		C	1 space per 1,000 square feet
Dairy products manufacture		C	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)			1 space per 1,000 square feet
Dye manufacture			1 space per 1,000 square feet
Dyeing plant		C	1 space per 1,000 square feet
Electric lamp manufacture		C	1 space per 1,000 square feet
Elevator manufacture			1 space per 1,000 square feet
Enameling and painting		C	1 space per 1,000 square feet
Engraving plant		P	1 space per 1,000 square feet
Envelope manufacture		P	1 space per 1,000 square feet



TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Farm/garden machinery and equipment manufacture		C	1 space per 1,000 square feet
Fats and oils (animal) manufacture			1 space per 1,000 square feet
Feed manufacture		C	1 space per 500 square feet
Felt manufacture			1 space per 1,000 square feet
Food processing ‡		C	1 space per 1,000 square feet
Footwear manufacture		C	1 space per 500 square feet
Foundry, all types			1 space per 1,000 square feet
Furnace manufacture			1 space per 1,000 square feet
Fixtures manufacture		C	1 space per 1,000 square feet
Furniture manufacture		C	1 space per 1,000 square feet
Gases (industrial) manufacture			1 space per 1,000 square feet
Glucose manufacture			1 space per 1,000 square feet
Hair products factory (other than human)			1 space per 1,000 square feet
Heavy machinery sales and storage ‡		C	1 space per 1,000 square feet
Ice cream/ice manufacture		P	1 space per 1,000 square feet
Kerosene manufacture or storage			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡			1 space per 1,000 square feet
Leather products manufacture		C	1 space per 1,000 square feet
Lumber mill/yard			1 space per 1,000 square feet
Machinery manufacture		C	1 space per 1,000 square feet
Marble working and finishing		C	1 space per 1,000 square feet
Meat packing plant			1 space per 1,000 square feet
Metal cans and shipping containers manufacture		C	1 space per 1,000 square feet
Metal products, stamping and manufacture		C	1 space per 1,000 square feet
Mirror resilvering		C	1 space per 200 square feet
Office equipment manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Oil compounding and barreling			1 space per 1,000 square feet
Oilcloth manufacture			1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture		P	1 space per 1,000 square feet
Paint manufacture and/or mixing		C	1 space per 1,000 square feet
Paper and paper pulp manufacture			1 space per 1,000 square feet
Paper products and paper box manufacture		P	1 space per 1,000 square feet
Pecan processing		C	1 space per 1,000 square feet
Petroleum and petroleum products refining			1 space per 1,000 square feet
Petroleum distribution/storage ‡		C	1 space per 1,000 square feet
Plastic products, molding, casting and shaping		P	1 space per 1,000 square feet
Poultry hatchery			1 space per 1,000 square feet
Poultry slaughtering and processing			1 space per 1,000 square feet
Printing ink manufacture			1 space per 1,000 square feet
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant			1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions			1 space per acre
Rug and carpet manufacture		C	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡		C	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture			1 space per 1,000 square feet
Sign manufacturing (no outside storage)		C	1 space per 1,000 square feet
Sign manufacturing (with outside storage)		C	1 space per 1,000 square feet
Snuff manufacture			1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture			1 space per 1,000 square feet
Starch manufacture			1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills			1 space per 1,000 square feet
Stone cutting or crushing			1 space per 5,000 square feet of land area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture			1 space per 1,000 square feet
Textile products manufacture		C	1 space per 1,000 square feet
Tire retreading and recapping		C	1 space per 1,000 square feet
Truck manufacture			1 space per 1,000 square feet
Waste paper products manufacture			1 space per 1,000 square feet
Water distillation		P	1 space per 1,000 square feet
White lead manufacture			1 space per 1,000 square feet
Wood container manufacture		C	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar			1 space per 1,000 square feet
Wood preserving manufacture and treatment			1 space per 1,000 square feet
Wood products manufacture		C	1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

**Exhibit "E"**  
**Rezoning Application**



RECEIVED (KC)  
06/23/2022

Revised: 4/13/2020  
P&Z #22-213

**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

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

**Applicant**

Name: YUNA HOLDINGS, LLC DBA TOMBALL PAWN Title: GENERAL MANAGER  
Mailing Address: 14011 FM 2920 RD City: TOMBALL State: TX  
Zip: 77377 Contact: JEFF YUNA  
Phone: (281) 351-2662 Email: JEFFYUNA@GMAIL.COM

**Owner**

Name: YUNA HOLDINGS, LLC Title: GENERAL MANAGER  
Mailing Address: 14011 FM 2920 RD City: TOMBALL State: TX  
Zip: 77377 Contact: JEFF YUNA  
Phone: (281) 351-2662 Email: JEFFYUNA@GMAIL.COM

**Engineer/Surveyor (if applicable)**

Name: N/A Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: ( ) Fax: ( ) Email: \_\_\_\_\_

**Description of Proposed Project:** RELOCATION OF TOMBALL PAWN & ADDITION OF INDOOR SHOOTING RANGE

Physical Location of Property: SW CORNER OF 249 & MEDICAL COMPLEX  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 1.448 ACRES (63,077 SQUARE FEET) LOT 1, BLOCK 1, JTS SUBDIVISION JM HOOPER SUREY, A-375, HARRIS COUNTY, TEXAS  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: RETAIL

Current Use of Property: VACANT

Proposed Zoning District: COMMERCIAL

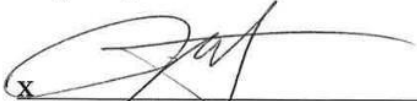



Proposed Use of Property: PAWN SHOP & INDOOR SHOOTING RANGE

HCAD Identification Number: 1368830010001 Acreage: 1.448

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

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

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

<input checked="" type="checkbox"/>		
	Signature of Applicant	Date
<input checked="" type="checkbox"/>		
	Signature of Owner	Date

## Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

**Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.**

- Completed application form
- \*Copy of Recorded/Final Plat
- Check for \$400.00 + \$10.00 per acre (Non-Refundable)
- Letter stating reason for request and issues relating to request
- Conceptual Site Plan (if applicable)
- Metes & Bounds of property
- Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

**The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.**

**\*Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

June 9, 2022

City of Tomball  
501 James St  
Tomball, Texas 77375

**RE: APPLICATION FOR REZONING**

To Whom It May Concern:

Tomball Pawn has done business at its current location since 1983. Yuna Holdings, LLC is the owner of the subject property of this application and the owner of Tomball Pawn. We are wanting to relocate our store to the property and add an indoor gun range.


The property is currently zoned retail. Per City Ordinance Pawn Shops must be in commercial zones. Likewise, though gun ranges are not explicitly mentioned in the zone ordinances, other "entertainment" venues require commercial zoning.

Additionally, the City has already granted a variance to the Residence Inn by Marriott. This property is adjacent to the subject property and shares the west boarder of the same.

We respectfully request review and approval of the attached Application for Re-zoning. In doing so Tomball Pawn will be able to grow thus adding additional sales tax revenues to the City.

Thank you for your time and consideration in this matter.

Sincerely,



Jeffrey M. Yuna  
General Manager



Yuna Holdings, LLC companies  
14011 FM 2920 Rd  
Tomball, TX 77377  
Cell: 713.726.6000

**FINAL PLAT OF  
JTS SUBDIVISION**

Being a subdivision of 6.411 acres of land situated in the Jack W. Hopper Survey, Acrement Number 375 of Harris County, Texas, and being out of and part of a certain 6.998 acres as described in C-262-P-286 Number 5020297 of the Final Property Record of Harris County, Texas.

3 LOTS, 1 BLOCK

Lot	Area	Block
Lot 1	1.480 Acres	Block 1
Lot 2	2.237 Acres	Block 1
Lot 3	2.237 Acres	Block 1
<b>Total</b>	<b>6.411 Acres</b>	

OWNER OF RECORD

THE CITY OF HOUSTON, TEXAS

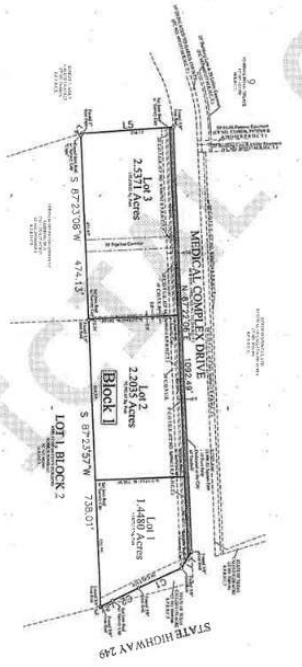
By: *[Signature]*  
City Clerk

By: *[Signature]*  
Surveyor

By: *[Signature]*  
City Engineer

By: *[Signature]*  
City Attorney

By: *[Signature]*  
City Manager



THE STATE OF TEXAS

By: *[Signature]*  
County Clerk

By: *[Signature]*  
Surveyor

By: *[Signature]*  
City Engineer

By: *[Signature]*  
City Attorney

By: *[Signature]*  
City Manager

Surveyor: **C & C Surveying, Inc.**  
7421M 1484 Sate A Margate, Texas 77554  
Phone: 281-585-5172 Fax: 281-585-9353

Order: **JTS DEVELOPMENT, LTD.**  
Spring, Texas 77381  
Phone: 713-899-4109

June 2015  
Sheet 1 of 1

City of Houston  
Harris County, Texas  
By: *[Signature]*  
City Clerk

By: *[Signature]*  
Surveyor

By: *[Signature]*  
City Engineer

By: *[Signature]*  
City Attorney

By: *[Signature]*  
City Manager



TAX CERTIFICATE



MIKE WELLYAN  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
301 WESTON AVE, SUITE 140  
HOUSTON, TEXAS 77064

Issued To:  
JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
3808 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

Legal Description:  
TRB 1B & 8F-1  
ABST 375 J M HOOPER

Parcel Address: 9 MEDICAL COMPLEX DR  
Legal Acres: 6.480

Account Number: 043-641-000-0205  
Certificate No: 1301071  
Certificate Fee: \$20.00

Paid Date: 06/24/2015  
Filed Date: 06/24/2015  
Operator ID: 07A30852

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 54B OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED UP TO AND INCLUDING THE YEAR 2014. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:  
JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
3808 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

Certified Tax Units:  
01 State County  
02 Harris County Precinct 024  
03 Port of Houston Authority  
04 Harris County Theatrical District  
05 Harris County Dept. of Education  
06 Lone Star College System  
07 City of Houston  
08 Emergency Services Dist. #9 (D.M.E.)

2014 Value: 705,193  
2014 Levy: 28,260.78  
2014 Levy Refund: \$0.00  
Prior Year Levy Refund: \$0.00  
Total Levy Due: \$0.00  
P&I + Amenity Fee: \$0.00  
Total Amount Due: \$0.00

OFFICE OF  
STAN STARABE  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MAP RECORDS OF COUNTY CLERK  
FILM CODE 675231  
JTS SUBDIVISION FINAL PLAT  
THIS IS PAGE 2 OF 2 PAGES  
SCANNER Control IC4400

Reference (C) No. 043-641-000-0205

Issued By:  
MIKE WELLYAN  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

Adjutant\_for\_pendhouse04/1/13

TAX CERTIFICATE FOR ACCOUNT: 043641000205  
AD NUMBER: 043641000205  
OF NUMBER:  
CERTIFICATE ID: 1301071  
COLLECTING AGENCY:  
Brian Ludwig  
PO Box 275  
Tomball, TX 77377-0275

DATE: 6/1/2015  
FEE: \$10.00  
PROPERTY DESCRIPTION:  
TRB 1B & 8F-1  
ABST 375 J M HOOPER

PAGE 1 OF 1

0303000 MEDICAL COMPLEX DR  
6.44 ACRES

ACQUIRED BY:  
CAC SURVEYING, INC  
7424 FM 1489 STE A  
MAGNOLIA, TX 77354

PROPERTY OWNER:  
JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
3808 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

CURRENT VALUES

LAND MCT VALUE	705,193	IMPROVEMENT	0
ADJ. LAND VALUE	0	DEF. FOLIAGE/ETC.	0
APPRAISED VALUE	705,193	LIMITED VALUE:	0
EXEMPTIONS:			
EXEMPTIONS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2014	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2014 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE #2015: \$ 0.00  
ISSUED TO: CAC SURVEYING, INC  
ACCOUNT NUMBER: 043641000205

CERTIFIED BY:   
TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2015 tax year have not been calculated as of the above date.

**METES AND BOUNDS DESCRIPTION**  
**1.4480 ACRES (63,077 SQUARE FEET)**  
**LOT 1, BLOCK 1, JTS SUBDIVISION**  
**J. M. HOOPER SURVEY, A-375**  
**HARRIS COUNTY, TEXAS**

All of that certain tract of land being 1.4480 acres (323,001 square feet) being Lot 1, Block 1 of the JTS Subdivision as recorded in Film Code No. 675230, Harris County Map Records (H.C.M.R) Harris County, Texas, said 1.4480 acre tract being more particularly described by metes and bounds as follows: (bearings are based the Texas State Plane Coordinate System South Central Zone No. 4204)

**BEGINNING** at a found 5/8 inch iron rod with cap lying on the South right-of-way line of Medical Complex Drive (80 feet wide) and being the Northeast corner of Lot 2, Block 1 of said JTS Subdivision, same being the Northwest corner of said Lot 1, Block 1 of JTS Subdivision and a Northwesterly corner of the herein described tract;

**THENCE** North 87°12'54" East, along said South R.O.W. line, in common with the North line of said Lot 1 and a Northerly line of the herein described tract a distance of 207.29 feet to a found 1/2 inch iron rod being the Northwesterly cut-back corner of said South R.O.W. line and the Westerly R.O.W. line of State Highway 249 (350 feet wide) and being a Northeasterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 58°28'55" East, along said R.O.W. cut-back line, in common with the Northeasterly line of said Lot 1 and of the herein described tract a distance of 31.80 feet to a found 1/2 inch iron rod being a Westerly R.O.W. corner of said 249, a Northeasterly corner of said Lot 1 and of the herein described tract and the beginning of a non-tangent curve to the left;

**THENCE** along said 249 R.O.W., in common with a Northeasterly line of said Lot 1 and of the herein described tract and along said curve to the left having a radius of 3,289.04 feet, an arc length of 121.24 feet, a chord bearing of South 25°19'17" East and a chord distance of 121.24 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract and marking the beginning of a reverse curve to the right;

**THENCE** continuing along said 249 R.O.W., in common with a Easterly line of said Lot 1 and of the herein described tract and along said curve to the right having a radius of 3,449.04 feet, an arc length of 74.96 feet, a chord bearing of South 26°22'22" East and a chord distance of 74.96 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 26°20'01" East, continuing along said R.O.W. line, in common with an Easterly line of said Lot 1 and of the herein described tract a distance of 33.74 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 15°31'47" West, continuing along said R.O.W. line, in common with an Easterly line of said Lot 1 and of the herein described tract a distance of 1.24 feet to a found 1/2 inch iron rod being an Southeast corner of said Lot 1, the Northeast corner of Lot 1, Block 2 of Replat of McCoy's Building Supply-Tomball as recorded in F.C. No. 662041, H.C.M.R., same being an Easterly corner of the herein described tract;

**THENCE** South 87°14'45" West, leaving said said R.O.W. line and along the North line of said McCoy's, in common with the South line of said Lot 1 and of the herein described tract a distance of 323.77 feet to a found 1/2 inch iron rod with cap being the Southeast corner of Lot 2 of said JTS and the Southwest corner of said Lot 1 and of the herein described tract;

**THENCE** North 02°47'06" West, leaving the North line of said Replat and along the East line of said Lot 2, in common with the West line of said Lot 1 and the Westerly line of the herein described tract a distance of 230.56 feet to the **POINT OF BEGINNING** and containing 1.4480 acres (63,077 square feet) of land.

This description is based on the Land Title Survey made by Chris J. Broussard, RPLS 6107 on July 23, 2021.

Chris J. Broussard R.P.L.S. #6107 Broussard Land Surveying, LLC  
17527 Hawkin Lane Tomball TX 77377 Job Number: BLS-0079

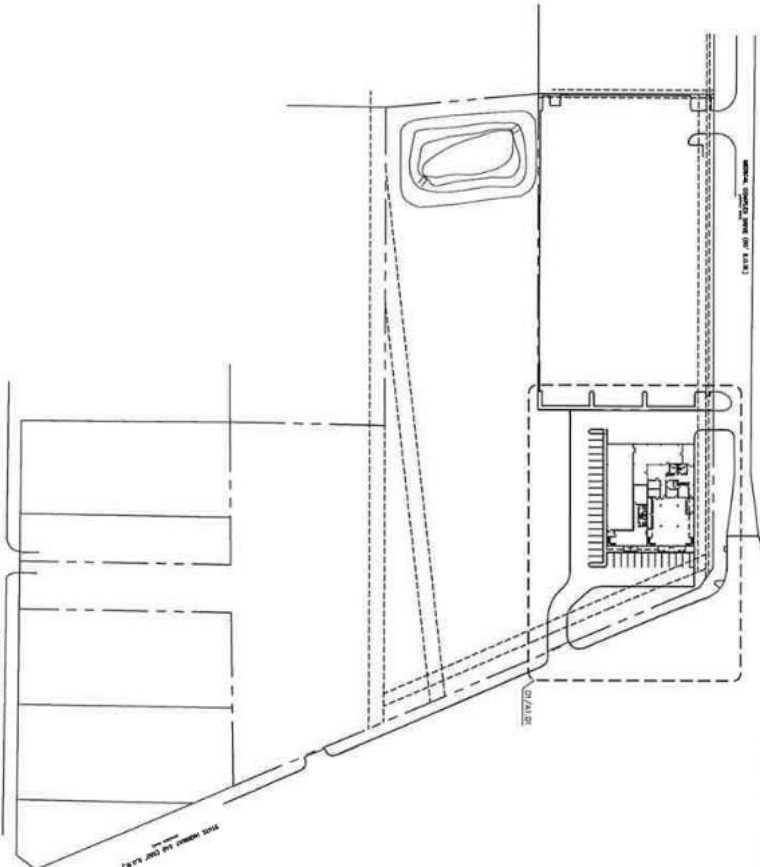


*Chris J. Broussard*  
7-23-21

# SCHEMATIC PRICING SET

## TOMBALL PAWN & JEWELRY & FREEDOM SHOOTING RANGE

### INTERSECTION OF MEDICAL COMPLEX DRIVE & INTERSTATE HIGHWAY 249 TOMBALL, TEXAS 77375



#### APPLICABLE CODES

**INTERNATIONAL RESIDENTIAL CODE**  
 2012 INTERNATIONAL RESIDENTIAL CODE  
**INTERNATIONAL CODE**  
 2012 INTERNATIONAL CODE  
**ELECTRICAL CODE**  
 2017 NATIONAL ELECTRIC CODE  
**MECHANICAL CODE**  
 2015 MECHANICAL CODE  
**PLUMBING CODE**  
 2015 PLUMBING CODE  
**CONSTRUCTION CODE**  
 2015 CONSTRUCTION CODE

#### SCOPE OF WORK

PREPARE SCHEMATIC PRICING SET FOR THE PROPOSED PROJECT.  
 THE SCOPE OF WORK SHALL BE: SITE PLAN, UTILITY, AND  
 CONSTRUCTION DETAILS FOR THE PROPOSED PROJECT.  
**CONSTRUCTION TYPE** 1B  
**CONSTRUCTION CODE** 2015 RESIDENTIAL CODE

#### DRAWING INDEX

A1.00 COVER SHEET, SITE PLAN, CODE ANALYSIS  
 B1.00 GENERAL NOTES  
 C1.00 SITE PLAN  
 D1.00 CONSTRUCTION DETAILS  
 E1.00 ELECTRICAL DETAILS  
 F1.00 MECHANICAL DETAILS  
 G1.00 PLUMBING DETAILS  
 H1.00 FINISHES  
 I1.00 SCHEDULES  
 J1.00 SPECIFICATIONS  
 K1.00 CONTRACT ADMINISTRATION  
 L1.00 PROJECT CLOSEOUT

#### VICINITY MAP

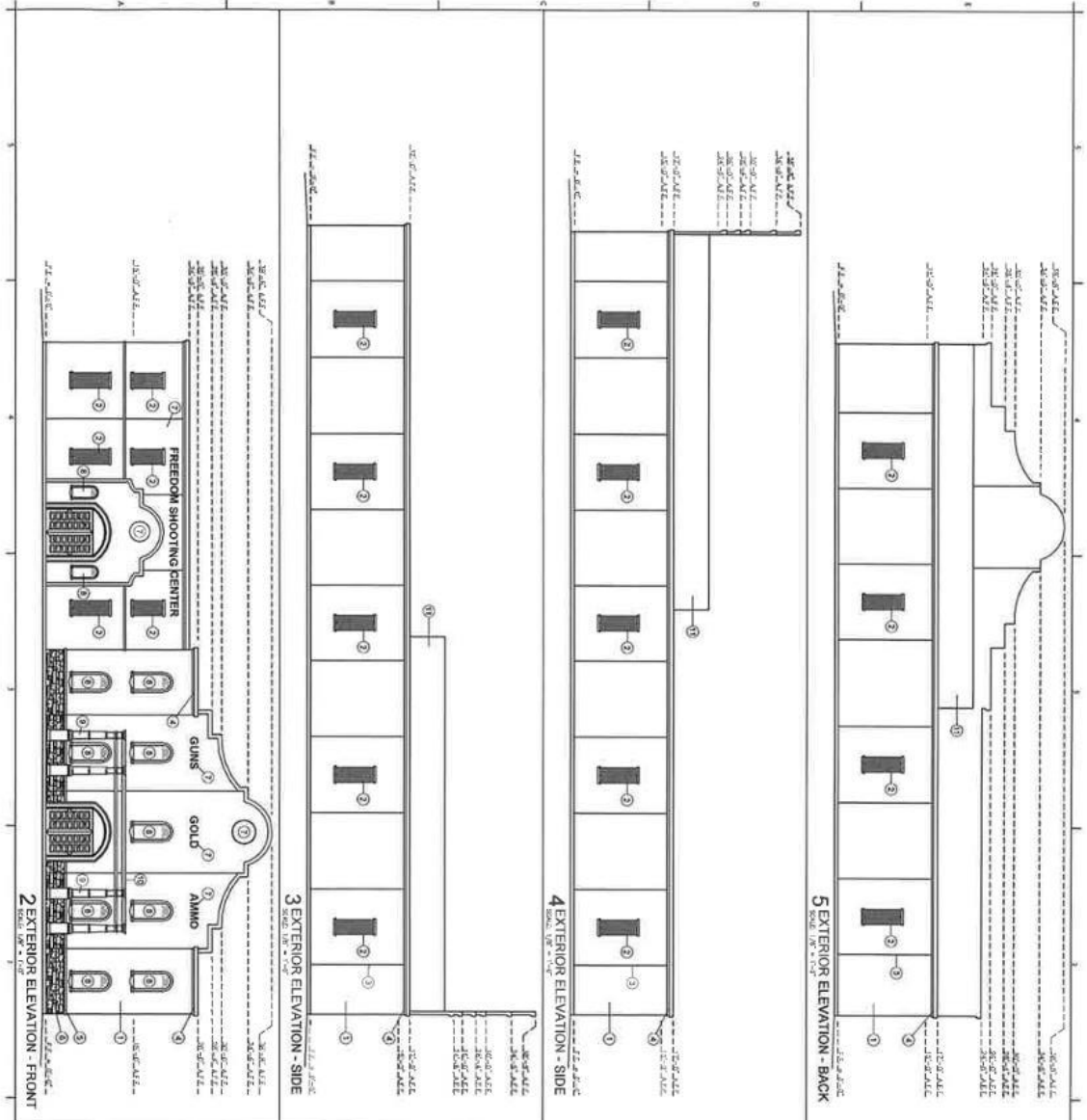
PROJECT TEAM  
 CLIENT: J.M. YUNA HOLDINGS, LLC  
 DESIGNER: J.M. YUNA HOLDINGS, LLC  
 ARCHITECTURE: ACS ARCHITECTURE  
 CIVIL ENGINEERING: T.A.B.  
 ELECTRICAL ENGINEERING: TROTTEN ENGINEERING  
 MECHANICAL ENGINEERING: TROTTEN ENGINEERING  
 PLUMBING ENGINEERING: TROTTEN ENGINEERING  
 STRUCTURAL ENGINEERING: STANTEC CONSULTING

**ACS architecture | interiors**  
 residential | commercial  
 14000 West Loop South  
 Suite 5-122  
 Houston, Texas 77060  
 Tel: 281.400.0000  
 Fax: 281.400.0000  
 Email: info@acsarch.com

**J.M. YUNA HOLDINGS, LLC**  
 TOMBALL PAWN & JEWELRY  
 TOMBALL GUN RANGE  
 ACS-00211201  
 14000 West Loop South  
 Suite 5-122  
 Houston, Texas 77060

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 PENALTIES AND DAMAGES PROVIDED IN THE  
 AGREEMENT OF ACS ARCHITECTURE, LLC.

**A1.00**  
 COVER SHEET  
 PROPOSED SITE PLAN  
 GENERAL INFORMATION  
 DRAWING INDEX  
 SCHEMATIC DESIGN: 04-15-2022

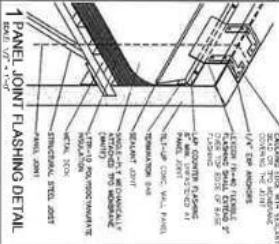


**GENERAL NOTES:**

1. CONSULTOR TO FIELD VERIFY ALL CANNOTING CONDITIONS AND VERIFY DIMENSIONS OF ALL COMPONENTS. (1) IS

**KEY NOTES:**

1. EXTERIOR WALL PANEL
2. PAVE WALKWAY WITH 2" CURBS
3. 1/2" x 1/4" PANEL, 200#
4. 1/2" x 1/4" PANEL, 200#
5. 1/2" x 1/4" PANEL, 200#
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98. 1/2" x 1/4" PANEL, 200#
99. 1/2" x 1/4" PANEL, 200#
100. 1/2" x 1/4" PANEL, 200#



**GENERAL INFORMATION**

**A4.01**

EXTERIOR ELEVATIONS

GENERAL INFORMATION

SCHEMATIC DESIGN: 04-15-2022

**J.M. YUNA HOLDINGS, LLC**

**TOMBALL PAWN & JEWELRY**

**TOMBALL GUN RANGE**

ACS, 2021.12.01

14011 FM 290

HOUSTON, TX 77057

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**ACS architecture | asbuilts**

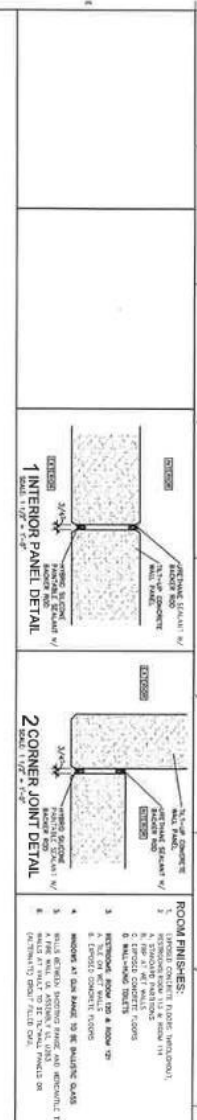
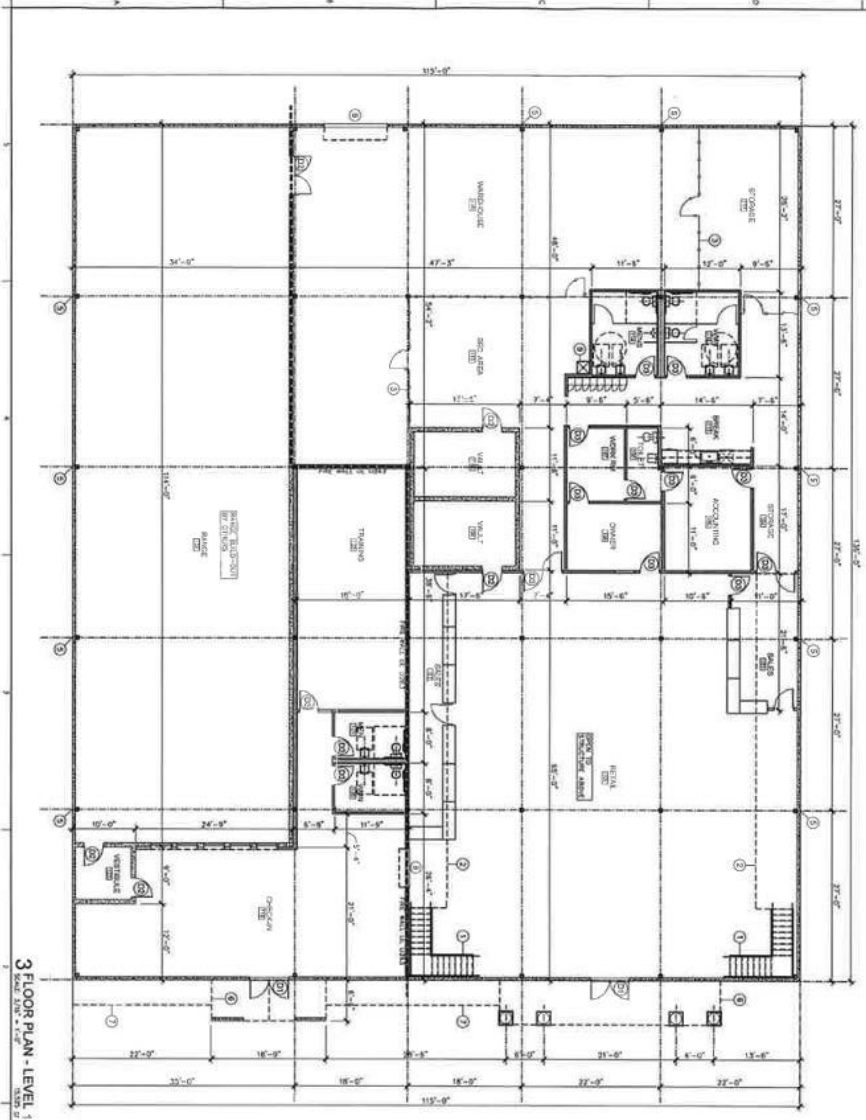
13022 Spoor Park Drive Houston, TX 77040

Phone: 281.777.8000

www.acsarch.com

Professional Registration No. 0029407





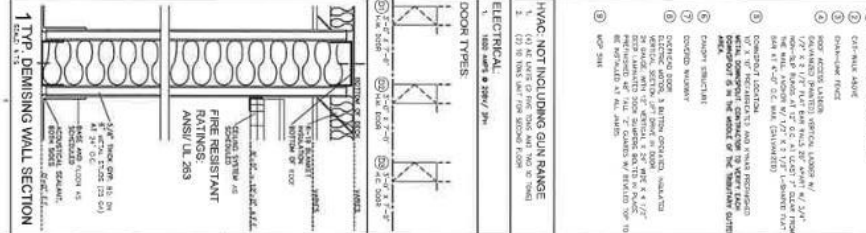
- ROOM FINISHES:**
- 1. UNPAVED CONCRETE FLOOR (UNPAVED)
  - 2. STAINLESS METAL FLOOR (STAINLESS)
  - 3. STAINLESS METAL FLOOR (STAINLESS)
  - 4. CERAMIC TILE FLOOR
  - 5. WALL-TONE TRAYS
  - 6. RECEPTION Kiosk TO A ROOM
  - 7. CERAMIC TILE FLOOR
  - 8. CERAMIC TILE FLOOR
  - 9. WALL GLASS (SHOWING RANGE AND RECEPTION) TO BE MADE AT THE 1/2\"/>

**GENERAL NOTES:**

1. CONNECTION TO FLOOR VENT AT EXISTING CONDITIONS TO BE VERIFY EXISTENCE OF AIR CONNECTION 5/12

**LEGEND:**

- 1. EXTERIOR WALL, MASONRY 8\"/>



**HVAC NOT INCLUDING GUN RANGE**

1. (1) 18\"/>

**ELECTRICAL:**

1. (1) 200 AMP 3\"/>

**DOOR TYPES:**

1. (1) 2\"/>

**KEY NOTES:**

1. RECEPTIONS WITH SMOKE
2. 1\"/>

**ACS architecture | asbuilt**  
 architecturally | residential | commercial  
 816-312-9818  
 Houston - Texas 77068  
 ACSArchitecture.com  
 201-377-2000  
 Firm Registration No. 0022307

**J.M. YUNA HOLDINGS, LLC**  
 TOMBALL PAWN & JEWELRY  
 TOMBALL GUN RANGE  
 ACS 2021.1101  
 TOMBALL, TEXAS 77377

**A2.01**  
 PROPOSED FLOOR PLAN  
 TYPICAL WALL SECTION  
 GENERAL INFORMATION

**SCHEMATIC DESIGN: 04-15-2022**

HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
**1368830010001**

Tax Year: 2021



Owner and Property Information										
Owner Name & Mailing Address:					Legal Description:					
<b>JTS DEVELOPMENT LTD                  C/O JEFF STALLONES                  12323 PINEY BEND DR                  TOMBALL TX 77375-7853</b>					<b>LT 1 BLK1                  JTS                  0 MEDICAL COMPLEX DR                  TOMBALL TX 77377</b>					
Property Address:										
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map <sup>1/2</sup>
C2 -- Real, Vacant Commercial	8003 -- Land Neighborhood Section 3		0	63,075 SF	0	0	9925.02	400 -- ISD 26 - Tomball ISD	4770A	288K

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/02/2021	No

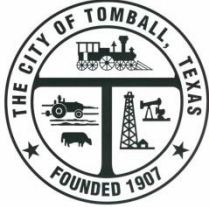
Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2020 Rate	2021 Rate
<b>None</b>	026	TOMBALL ISD		Name Change: 09/10/2021	1.290000	1.250000
	040	HARRIS COUNTY		Name Change: 09/10/2021	0.391160	
	041	HARRIS CO FLOOD CNTRL		Name Change: 09/10/2021	0.031420	
	042	PORT OF HOUSTON AUTHY		Name Change: 09/10/2021	0.009910	
	043	HARRIS CO HOSP DIST		Name Change: 09/10/2021	0.166710	
	044	HARRIS CO EDUC DEPT		Name Change: 09/10/2021	0.004993	
	045	LONE STAR COLLEGE SYS		Name Change: 09/10/2021	0.107800	0.107800
	083	CITY OF TOMBALL		Name Change: 09/10/2021	0.337862	0.333339
679	HC EMERG SERV DIST 8		Name Change: 09/10/2021	0.097000	0.094245	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations					
Value as of January 1, 2020			Value as of January 1, 2021		
	Market	Appraised		Market	Appraised
Land	504,600		Land	756,900	
Improvement	0		Improvement	0	
<b>Total</b>	<b>504,600</b>	<b>504,600</b>	<b>Total</b>	<b>756,900</b>	<b>756,900</b>

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4300	SF	63,075	1.00	1.00	1.20	--	1.20	10.00	12.00	756,900.00

**Building**  
 Vacant (No Building Data)



## Notice of Public Hearing

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

**CASE NUMBER:** P22-213

**APPLICANT/OWNER:** Yuna Holdings, LLC

**LOCATION:** The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District.

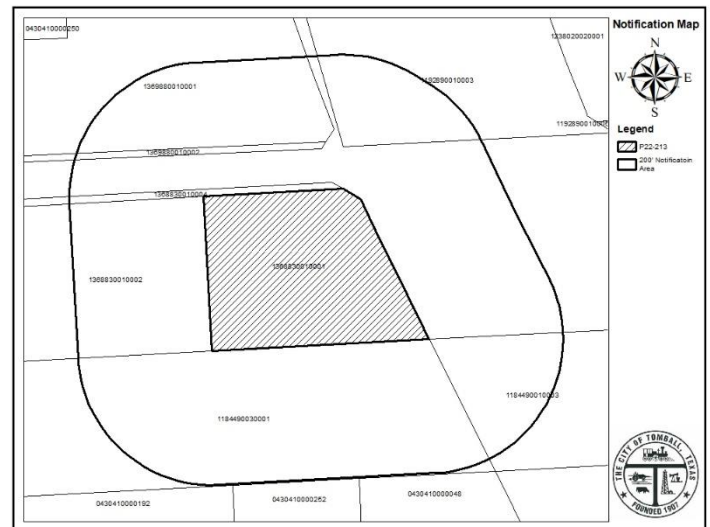
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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

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



**Planning & Zoning Commission  
Public Hearing:  
Monday, August 8, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, August 15, 2022 @ 6:00 PM**

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

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



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
CITY COUNCIL (CC)  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, October 17, 2022, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

**Zoning Case P22-213:** Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **14<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*  
\_\_\_\_\_  
Jared Smith  
City Planner

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential -20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

City Staff recommends approval. Planning & Zoning Commission recommends DENIAL (2 Vote Aye, 2 Votes Nay)

**Origination:** Tomball Economic Development Corporation and Tortuga Operating Company

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

\_\_\_\_\_

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

ORDINANCE NO. 2022-38

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 17.08 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOTS 1, 2, 3, AND 4 OF TOMBALL BUSINESS & TECHNOLOGY PARK FROM THE SINGLE FAMILY RESIDENTIAL - 20 (SF-20) DISTRICT TO THE LIHT INDUSTRIAL (LI) DISTRICT, BEING LOCATED WITHIN THE 1900 BLOCK OF S. PERSIMMON STREET (EAST AND WEST SIDE), PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**Whereas**, Tomball Economic Development Corporation and Tortuga Operating Company has requested that approximately 17.08 acres of land legally described as being Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2, located in the 1900 block of S. Persimmon Street, within the City of Tomball, Harris County, Texas, (the “Property”), be rezoned; and

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

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

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

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

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

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

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

**Section 2.** The zoning classification of the Property is hereby changed from the Single Family Residential - 20 District to the Light Industrial subject to the regulations, restrictions, and conditions hereafter set forth.

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1<sup>ST</sup> DAY OF NOVEMBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>ABSENT</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7<sup>th</sup> DAY OF NOVEMBER 2022.

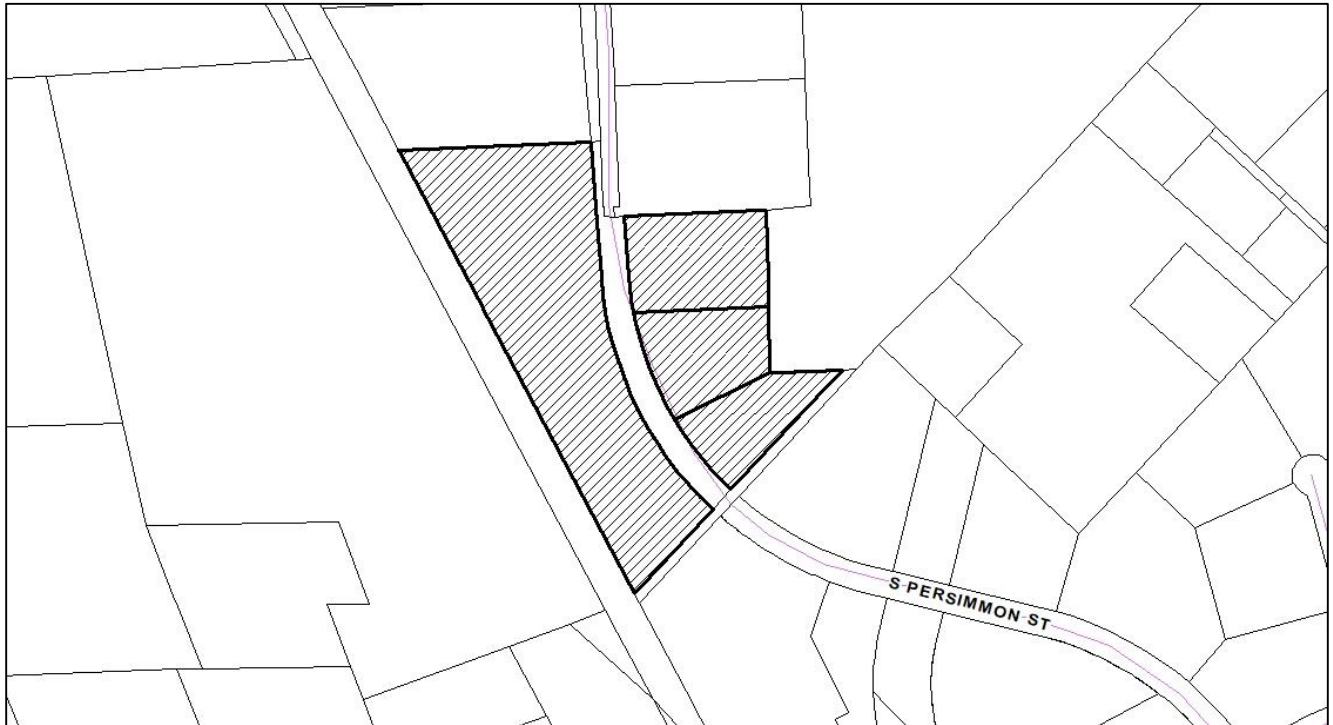
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

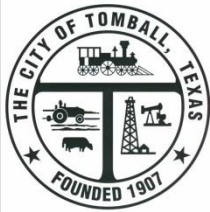
ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

**Exhibit "A"**



Location: Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 10, 2022  
City Council Public Hearing Date: October 17, 2022

**Rezoning Case:** P22-309  
**Property Owner(s):** Tomball Economic Development Corporation & Tortuga Operating Company  
**Applicant(s):** Tomball Economic Development Corporation  
**Legal Description:** Lots 1, 2, 3, and 4 in Tomball Business & Technology Park, Sec. 2  
**Location:** 1900 block of S. Persimmon St. (east & west side) (Exhibit “A”)  
**Area:** 17.08 acres  
**Comp Plan Designation:** Business Park and Industrial (Exhibit “B”)  
**Present Zoning and Use:** Single Family Residential – 20 (SF-20) (Exhibit “C”) / Vacant (Exhibit “D”)  
**Request:** Rezone to the Light Industrial (LI) District  
**Adjacent Zoning & Land Uses:**  
**North:** Single Family Residential - 20 / Vacant  
**South:** Light Industrial / Warehousing  
**West:** Single Family Residential - 20 / Vacant  
**East:** Single Family Residential – 20 / Vacant

**BACKGROUND**

The subject properties have been within the city limits since 1909. The properties have remained vacant since that time. The properties has been located within the Single Family Residential – 20 zoning district since 2008 when the City of Tomball adopted zoning. According to information provided by the applicant, the zone change request is to allow for additional expansion of the Tomball Business & Technology Park immediately south of the subject properties.

**ANALYSIS**

The subject properties comprise approximately 17.08 acres, located along S. Persimmon Street midway between Medical Complex Drive and Holderrieth Road. Properties north, east, and west of the subject site are within Single Family Residential – 20 zoning districts and are presently vacant. The properties south of the subject properties are within Light Industrial zoning and are currently utilized warehousing/distribution purposes.

**Comprehensive Plan Recommendation:**

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Business Park and Industrial.” According to the Comprehensive Plan, this Business Park and Industrial land use category is intended to create opportunities for employment, and should be located near or along adequate thoroughfares that provide convenient access for vehicular traffic including freight.

The Comprehensive Plan identifies office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses to be appropriate land uses within the Business Park and Industrial land use.

According to the Comprehensive Plan, Light Industrial, Commercial, Office, and Planned Developments are considered appropriate zoning districts within the Business Park and Industrial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “New development should include landscape buffers between any property that is zoned to a non-business park & industrial district. Outdoor storage should be designed in a manner that screens materials and equipment from public rights-of-way. New business park & industrial development should be designed in a manner which orients loading docks and bays away from the front property line or public rights-of-way.”

**Staff Review Comments:**

The request to rezone the subject property to Light Industrial is in accordance with the Business Park and Industrial land use identified on the Future Land Use Map. This zone change request will achieve the Comprehensive Plans goal of working with the Tomball Economic Development Corporation (TEDC) to support local businesses and increase employment opportunities. The Comprehensive Plan states that maintaining and encouraging the expansion of existing businesses is an essential component of economic development, and as such, should continue to be supported on an ongoing bases. The approval of this zone change request will promote the Comprehensive Plans goal of economic development, specifically by encouraging the continued growth of the Tomball Business and Technology Park. Lastly, according to the City of Tomball Code of Ordinance, Light Industrial zoning requires accessibility to major thoroughfares. The subject properties are located along a S. Persimmon Street (a minor arterial) with convenient access to two regionally serving major arterial streets (Medical Complex Drive and Holderrieth Road). Roadways such as these are designed to provide ample access to high volumes of traffic to include freight traffic.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on September 27, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-309.



**P&Z RECOMMENDATION:**

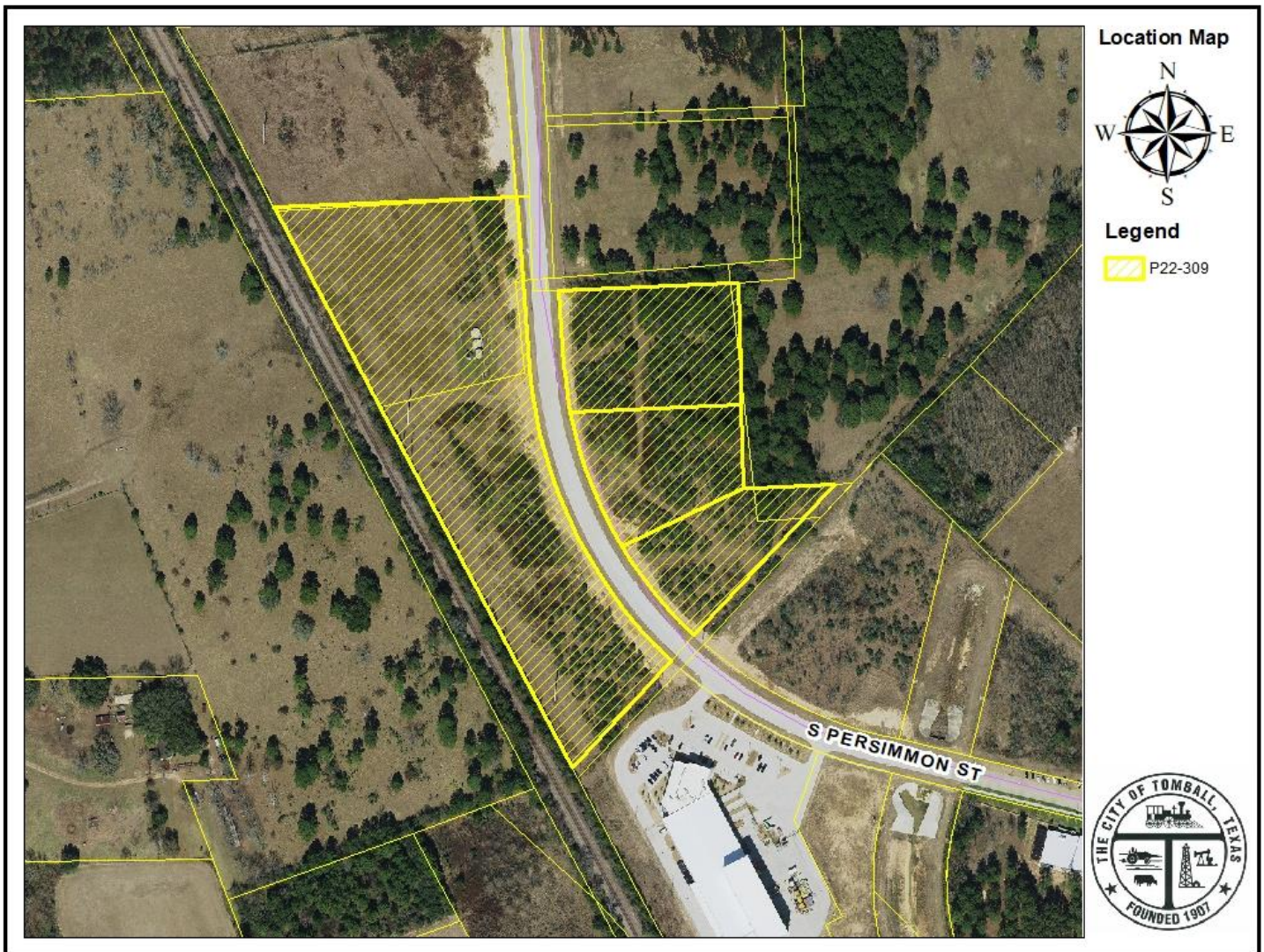
Denial (2 Vote Aye, 2 Vote Nay)

- Discussion Items:
  - Concerns about residential land use north of the subject site(s) on the east side of S. Persimmon St.

**EXHIBITS**

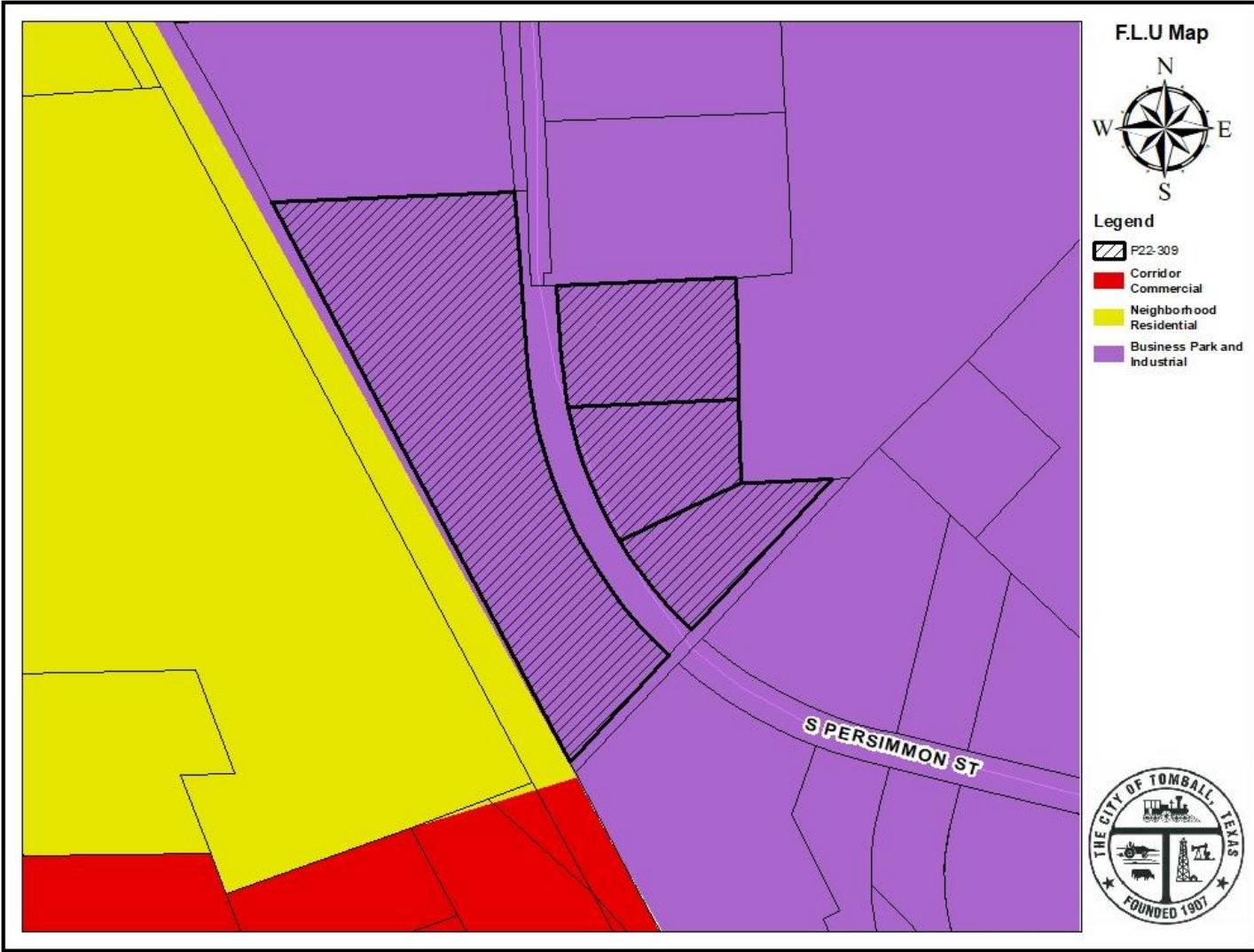
- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo(s)
- E. Light Industrial Permitted Use Chart
- F. Rezoning Application

**Exhibit "A"  
Aerial Map**

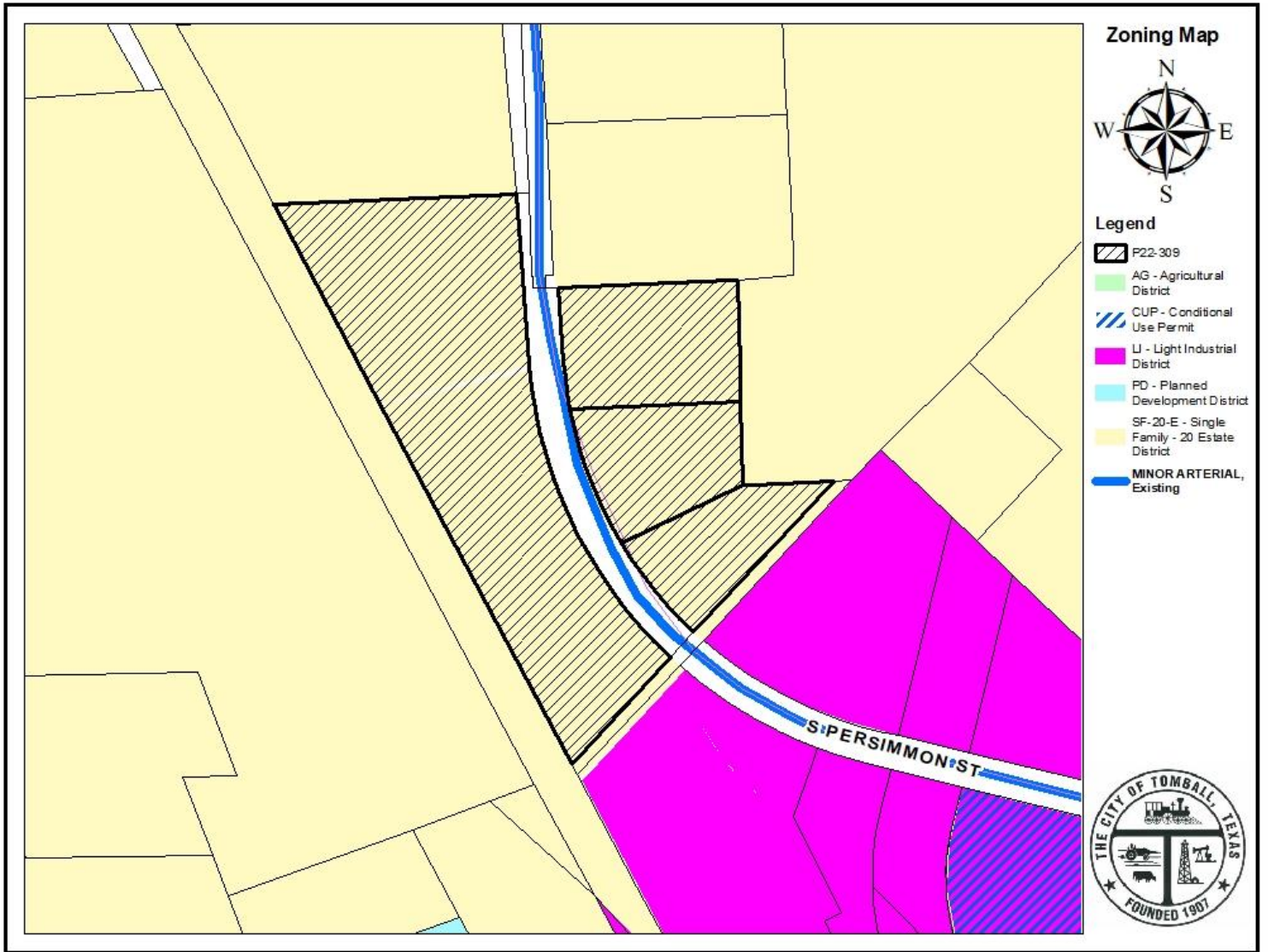




**Exhibit "B"**  
**Future Land Use Map**



# Exhibit "C" Zoning Map





**Exhibit “D”  
Site Photo**







**Exhibit “E”  
Light Industrial Permitted Use Chart**

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
<b>Agriculture</b>		
Bulk Grain and/or feed storage	CUP Required (Learn More)	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	Permitted	None
Feed and grain store/farm supply store ‡	Permitted	1 space per 500 square feet
Flour and other grain mills	Permitted	1 space per 1,000 square feet
Stable, commercial	CUP Required (Learn More)	1 space per 1,000 square feet
<b>Residential</b>		
Accessory building/structure (business or industry) ‡	Permitted	None
Caretaker's, guard's residence ‡	Permitted	1 space per caretaker/guard
Home occupation ‡	Permitted	None
<b>Office</b>		
Clinic, emergency care	Permitted	1 space per 150 square feet
Clinic, medical and/or dental	Permitted	1 space per 300 square feet
Credit agency	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	Permitted	1 space per 300 square feet
Office, professional and general business ‡	Permitted	1 space per 300 square feet
Office, parole-probation	Permitted	1 space per 300 square feet
Office showroom/warehouse ‡	Permitted	1 space per 300 square feet
Security monitoring company (no outside storage)	Permitted	1 space per 300 square feet
Telemarketing agency	Permitted	1 space per 250 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Telephone exchange/switching station ‡	Permitted	1 space per 500 square feet
Temporary real estate field office	Permitted	4 spaces
Model home (including sales office)	CUP Required (Learn More)	2 spaces per model
<b>Personal and Business</b>		
Ambulance service	Permitted	1 space per 500 square feet
Automobile driving school (including defensive driving)	Permitted	1 space per classroom seat
Barber/beauty shop (no related school/college)	Permitted	1 space per 200 square feet
Dance/drama/music schools (performing arts, martial arts)	Permitted	1 space per 100 square feet
Fortunetelling and similar activities ‡	CUP Required (Learn More)	1 space per 300 square feet
Funeral home ‡	Permitted	See Section 50-112
Health club (indoor)	Permitted	1 space per 300 square feet
Health club (outdoor)	Permitted	1 space per 300 square feet
Laundromat/washateria/self-service ‡	Permitted	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	Permitted	1 space per 200 square feet
Mailing service (private)	Permitted	1 space per 200 square feet
Pharmacy (retail only)	Permitted	1 space per 200 square feet
Reception venue	Permitted	1 space: 4 seats
Rehabilitation care facility (halfway house) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	Permitted	1 space per 200 square feet
Sexually oriented business	CUP Required (Learn More)	



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Wedding chapel	Permitted	1 space per four seats
<b>Retail</b>		
Antique shop (no outside sales or storage) ‡	Permitted	1 space per 500 square feet
Antique shop (with outside storage)	Permitted	1 space per 500 square feet
Apparel shop	Permitted	1 space per 200 square feet
Art gallery/museum/dealer ‡	Permitted	1 space per 500 square feet
Artist or photography studio	Permitted	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	Permitted	1 space per 200 square feet
Bakery, retail (with drive-through)	Permitted	1 space per 200 square feet
Bakery (wholesale) ‡	Permitted	1 space per 500 square feet
Bird and pet shops (retail only)	Permitted	1 space per 200 square feet
Book/stationery shop (retail only) ‡	Permitted	1 space per 200 square feet
Brewpub	Permitted	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	Permitted	1 space per 1,000 square feet
Carpenter shop	Permitted	1 space per 500 square feet
Catering service	Permitted	1 space per 500 square feet
Consignment shop	Permitted	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	Permitted	See Section 50-112
Copy shop ‡	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Drinking establishment	Permitted	
Drug store (retail only)	Permitted	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	Permitted	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	Permitted	
Eating establishment (with drive-through service) ‡	Permitted	
Electronic goods (retail only)	Permitted	1 space per 200 square feet
Florist shop (retail only) ‡	Permitted	1 space per 200 square feet
Food or grocery store	Permitted	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	Permitted	1 space per 500 square feet
Furniture store (new and used) ‡	Permitted	1 space per 200 square feet
General retail stores (no outside storage)	Permitted	1 space per 200 square feet
Gift or card shop (retail only)	Permitted	1 space per 200 square feet
Hardware store	Permitted	1 space per 400 square feet
Hobby and crafts store (retail only)	Permitted	1 space per 200 square feet
Home improvement center	Permitted	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	Permitted	1 space per 200 square feet
Market, open air, flea	Permitted	1 space per 200 square feet
Meat and fish market (retail only)	Permitted	1 space per 200 square feet
Mobile Food Court ‡	<a href="#">CUP Required (Learn More)</a>	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Motion picture studios, commercial films	Permitted	1 space per 300 square feet
Motion picture theater (indoors)	Permitted	See Section 50-112
Nursery ‡	Permitted	1 space per 1,000 square feet of sales area
Garden shop ‡	Permitted	1 space per 200 square feet
Painting and refinishing shop	Permitted	1 space per 500 square feet
Piano and musical instruments (retail only)	Permitted	1 space per 200 square feet
Shoe repair shop (retail only)	Permitted	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)	Permitted	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	Permitted	1 space per 500 square feet
Upholstery shop (nonauto)	Permitted	1 space per 200 square feet
Used merchandise	Permitted	1 space per 200 square feet
Video rental/sales	Permitted	1 space per 200 square feet
<b>Transportation and Auto Services</b>		
Airport or landing field ‡	CUP Required ( <a href="#">Learn More</a> )	1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
Auto accessories (retail sales only)	Permitted	1 space per 200 square feet
Auto body repair/painting	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	Permitted	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Auto glass repair/tinting	Permitted	1 space per 200 square feet
Auto interior shop/upholstery	Permitted	1 space per 200 square feet
Auto muffler shop	Permitted	1 space per 200 square feet
Auto paint shop	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	Permitted	1 space per 200 square feet
Auto rental	Permitted	1 space per 200 square feet
Auto repair (major) ‡	Permitted	1 space per 200 square feet
Auto repair (minor) ‡	Permitted	1 space per 200 square feet
Auto storage or auto auction ‡	Permitted	1 space per 1,000 square feet
Auto tire sales (indoor)	Permitted	1 space per 200 square feet
Auto wrecker service	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Automobile assembly	Permitted	1 space per 1,000 square feet
Automobile parts manufacturing	Permitted	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	Permitted	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	Permitted	3 spaces per washing capacity of module
Bike sales and/or repair	Permitted	1 space per 500 square feet
Bus or truck storage	Permitted	1 space per 1,000 square feet
Gasoline station	Permitted	See Section 50-112
Motor freight transportation, storage, and terminal	Permitted	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	Permitted	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	Permitted	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Railroad team tracks, unloading docks, and spurs	Permitted	None
Railroad yards, round house or shop	Permitted	1 space per 1,000 square feet
Taxi/limousine service	Permitted	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡	Permitted	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Transfer station (refuse/pick-up) ‡	<a href="#">CUP Required (Learn More)</a>	1 space per 500 square feet
Transit terminal ‡	Permitted	See Section 50-112
Truck and bus leasing ‡	Permitted	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡	Permitted	1 space per 1,000 square feet
Truck stop ‡	Permitted	1 space per 1,000 square feet
Truck terminal ‡	Permitted	See Section 50-112
<b>Amusement and Recreation</b>		
Amusement, commercial (indoor) ‡	Permitted	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	Permitted	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡	Permitted	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	Permitted	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	Permitted	1 space per 200 square feet
Bingo facility	Permitted	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	Permitted	4 spaces per lane
Dinner theatre	Permitted	1 space per three seats or bench seating space
Drive-in theater	<a href="#">CUP Required (Learn More)</a>	1 space per speaker
Golf driving range	Permitted	See Section 50-112
Golf course (private) ‡	<a href="#">CUP Required (Learn More)</a>	6 spaces per hole
Golf course (publicly owned) ‡	Permitted	6 spaces per hole
Playfield or stadium (private)	Permitted	1 space per three seats
Recreational vehicle park/campground ‡	Permitted	1.5 per RV pad

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Skating rink	Permitted	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	Permitted	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡	Permitted	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	Permitted	2 spaces per court
Tennis court (private/lighted)	CUP Required (Learn More)	2 spaces per court
<b>Institutional/Governmental</b>		
Adult day care (business)	<a href="#">See Section 50-116</a>	
Antenna (commercial)	<a href="#">See Section 50-116</a>	
Antenna (noncommercial)	<a href="#">See Section 50-116</a>	
Armed services recruiting center	Permitted	1 space per 300 square feet
Auction house	Permitted	1 space per 100 square feet
Broadcast station (with tower)	<a href="#">See Section 50-116</a>	
Broadcast towers (commercial)	<a href="#">See Section 50-116</a>	
Cellular communications tower/PCS	<a href="#">See Section 50-116</a>	
Cemetery and/or mausoleum ‡	CUP Required (Learn More)	1 space per 5,000 square feet of land
Church/temple/place of worship ‡	Permitted	1 space per four seats in sanctuary
Civic center (municipal) ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	Permitted	See Section 50-112
Community center (public)	Permitted	See Section 50-112
Community or social buildings ‡	Permitted	1 space per 300 square feet
Country club (private) ‡	CUP Required (Learn More)	10 spaces plus 1 per 300 square feet above 2,000 square feet



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Earth satellite dish (private, less than 3 feet in diameter)	<a href="#">See Section 50-116</a>	
Electric power plant	Permitted	1 space per 1,000 square feet
Electrical substation ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Exhibition hall ‡	Permitted	1 space per 100 square feet
Fair ground or rodeo ‡	CUP Required (Learn More)	1 space per 1,000 square feet of land area
Fraternal organization ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Governmental building or use (county, state or federal) ‡	Permitted	1 space per 300 square feet
Heliport ‡	CUP Required (Learn More)	3 spaces
Helistop	CUP Required (Learn More)	3 spaces
Hospital ‡	Permitted	1 space per bed
Household care institution	Permitted	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	Permitted	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	Permitted	1 space per 200 square feet
Municipal facility or use ‡	Permitted	1 space per 300 square feet
Museum	Permitted	See Section 50-112
Park and/or playground (private) ‡	Permitted	
Park and/or playground (public, municipal) ‡	Permitted	
Penal or correctional institutions	Permitted	1 space per 500 square feet
Post office (governmental)	Permitted	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	Permitted	1 space per 4 seats
Radio, television and communications towers	<a href="#">See Section 50-116</a>	

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Rectory/parsonage	Permitted	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See assisted living facility	
Riding academy	Permitted	1 space per five stalls
Sanitary landfill (private)	CUP Required (Learn More)	1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	Permitted	1 space per three students, based on design
School, college or university	Permitted	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	Permitted	1 space per student
School, public or denominational ‡	Permitted	See Section 50-112
School, other than public or denominational ‡	Permitted	
Sheltered care facility ‡	CUP Required (Learn More)	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	<a href="#">See Ch. 34 of this Code</a>	
Studio for radio and/or television (no towers) ‡	Permitted	1 space per 200 square feet
<b>Commercial and Wholesale Trade</b>		
Animal kennel (outdoor pens)	Permitted	1 space per 500 square feet
Appliance repair	Permitted	1 space per 500 square feet
Book binding	Permitted	1 space per 500 square feet
Carpet and rug cleaning plant	Permitted	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	CUP Required (Learn More)	1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	Permitted	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	Permitted	1 space per 1,000 square feet



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Construction contractor with storage yard	Permitted	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	Permitted	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official.)	Permitted	None
Distribution center ‡	Permitted	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	Permitted	1 space per 1,000 square feet
Electronic assembly	Permitted	1 space per 1,000 square feet
Electro-plating/electro-typing	Permitted	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	Permitted	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	Permitted	1 space per 500 square feet
Fur/hide tanning and finishing	<a href="#">CUP Required (Learn More)</a>	1 space per 1,000 square feet
Heating and air conditioning sales/services	Permitted	1 space per 1,000 square feet
Iron works (ornamental)	Permitted	1 space per 1,000 square feet
Lawnmower repair and/or sales	Permitted	1 space per 500 square feet
Loading or storage tracks	Permitted	None
Locksmith	Permitted	1 space per 500 square feet
Machine shop	Permitted	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial	Permitted	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡	Permitted	1 space per 1,000 square feet
Mattress, making and renovating	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Milk depot, wholesale	Permitted	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	Permitted	See Section 50-112
Mortuary	Permitted	See Section 50-112
Moving and storage company	Permitted	1 space per 1,000 square feet
News printing	Permitted	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	Permitted	1 space per 5,000 square feet of land area
Pawn shop ‡	Permitted	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	Permitted	1 space per 200 square feet
Plumbing shop	Permitted	1 space per 200 square feet
Printing equipment, supplies and repairs	Permitted	1 space per 500 square feet
Propane sales filling (retail)	Permitted	1 space per 200 square feet
Publishing and printing company	Permitted	1 space per 500 square feet
Quick lube/oil change/minor inspection	Permitted	1 space per 200 square feet
Salvage storage yard ‡	<a href="#">CUP Required (Learn More)</a>	5 per acre
Scientific and industrial research laboratories (hazardous) ‡	Permitted	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	Permitted	1 space per 300 square feet
Scrap metal storage yard	<a href="#">CUP Required (Learn More)</a>	5 space per acre
Security systems installation company	Permitted	1 space per 300 square feet
Sheet metal shop	Permitted	1 space per 1,000 square feet
Storage of cement, sands and gravel	Permitted	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials	Permitted	1 space per 5,000 square feet of storage area

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Taxicab storage and repair	Permitted	1 space per 500 square feet
Taxidermist	Permitted	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	Permitted	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	Permitted	1 space per 200 square feet
Vacuum cleaner sales and repair ‡	Permitted	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	Permitted	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	Permitted	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	Permitted	1 space per 1,000 square feet
Welding shop	Permitted	1 space per 1,000 square feet
Wholesale trade, nondurable goods	Permitted	1 space per 1,000 square feet
Woodworking shops	Permitted	1 space per 1,000 square feet
Wrecking materials yard ‡	CUP Required (Learn More)	1 space per 1,000 square feet
<b>Light and Heavy Manufacturing/Industrial</b>		
Acid manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Adhesives and sealants manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Aircraft parts manufacture	Permitted	1 space per 1,000 square feet
Airplane repair and manufacturing	Permitted	1 space per 1,000 square feet
Animal processing and slaughter	CUP Required (Learn More)	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law	CUP Required (Learn More)	1 space per 1,000 square feet
Artificial flower manufacture	Permitted	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture	CUP Required (Learn More)	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Awning manufacture, cloth, metal and wood	Permitted	1 space per 1,000 square feet
Bag manufacturing	Permitted	1 space per 1,000 square feet
Battery manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Bleaching/chorine powder manufacture	CUP Required (Learn More)	2 spaces per 1,000 square feet
Boiler manufacture and repair	Permitted	1 space per 1,000 square feet
Bottling works	Permitted	1 space per 1,000 square feet
Broom manufacture	Permitted	1 space per 1,000 square feet
Candy and other confectionary products manufacture	Permitted	1 space per 1,000 square feet
Canning and preserving factory	Permitted	1 space per 1,000 square feet
Canvas and related products manufacture	Permitted	1 space per 1,000 square feet
Casein manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Cement manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Ceramic products manufacture	Permitted	1 space per 500 square feet
Chalk manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Chemicals (agricultural) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Chemicals (industrial) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Clothing manufacture	Permitted	1 space per 500 square feet
Coffee roasting	Permitted	
Coffin manufacture	Permitted	1 space per 1,000 square feet
Cold storage plants/locker	Permitted	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡	CUP Required (Learn More)	1 space per 5,000 square feet of land



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Concrete or asphalt mixing/batching plant (temporary) ‡	Permitted	1 space per 5,000 square feet of land
Crematory	CUP Required (Learn More)	1 space per 1,000 square feet
Culvert manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture	Permitted	1 space per 1,000 square feet
Dairy products manufacture	Permitted	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)	CUP Required (Learn More)	1 space per 1,000 square feet
Dye manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Dyeing plant	Permitted	1 space per 1,000 square feet
Electric lamp manufacture	Permitted	1 space per 1,000 square feet
Elevator manufacture	Permitted	1 space per 1,000 square feet
Enameling and painting	Permitted	1 space per 1,000 square feet
Engraving plant	Permitted	1 space per 1,000 square feet
Envelope manufacture	Permitted	1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture	Permitted	1 space per 1,000 square feet
Feed manufacture	CUP Required (Learn More)	1 space per 500 square feet
Felt manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Food processing ‡	Permitted	1 space per 1,000 square feet
Footwear manufacture	Permitted	1 space per 500 square feet
Furnace manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Fixtures manufacture	Permitted	1 space per 1,000 square feet
Furniture manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Gases (industrial) manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Glucose manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Hair products factory (other than human)	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Heavy machinery sales and storage ‡	Permitted	1 space per 1,000 square feet
Ice cream/ice manufacture	Permitted	1 space per 1,000 square feet
Kerosene manufacture or storage	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Laboratory equipment manufacturing ‡	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Leather products manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Lumber mill/yard	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Machinery manufacture	Permitted	1 space per 1,000 square feet
Marble working and finishing	Permitted	1 space per 1,000 square feet
Meat packing plant	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Metal cans and shipping containers manufacture	Permitted	1 space per 1,000 square feet
Metal products, stamping and manufacture	Permitted	1 space per 1,000 square feet
Mirror resilvering	Permitted	1 space per 200 square feet
Office equipment manufacture	Permitted	1 space per 1,000 square feet
Oil compounding and barreling	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Oilcloth manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture	Permitted	1 space per 1,000 square feet
Paint manufacture and/or mixing	Permitted	1 space per 1,000 square feet
Paper and paper pulp manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Paper products and paper box manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Pecan processing	Permitted	1 space per 1,000 square feet
Petroleum distribution/storage ‡	Permitted	1 space per 1,000 square feet
Plastic products, molding, casting and shaping	Permitted	1 space per 1,000 square feet
Printing ink manufacture	Permitted	1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions	CUP Required (Learn More)	1 space per acre
Rug and carpet manufacture	Permitted	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡	Permitted	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Sign manufacturing (no outside storage)	Permitted	1 space per 1,000 square feet
Sign manufacturing (with outside storage)	Permitted	1 space per 1,000 square feet
Snuff manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Starch manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills	CUP Required (Learn More)	1 space per 1,000 square feet
Stone cutting or crushing	CUP Required (Learn More)	1 space per 5,000 square feet of land area
Stone, clay, glass and concrete Products (other than handicrafts) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Textile products manufacture	Permitted	1 space per 1,000 square feet
Tire retreading and recapping	Permitted	1 space per 1,000 square feet
Truck manufacture	Permitted	1 space per 1,000 square feet
Waste paper products manufacture	Permitted	1 space per 1,000 square feet



TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Water distillation	Permitted	1 space per 1,000 square feet
White lead manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Wood container manufacture	Permitted	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar)	CUP Required (Learn More)	1 space per 1,000 square feet
Wood preserving manufacture and treatment	CUP Required (Learn More)	1 space per 1,000 square feet
Wood products manufacture	Permitted	1 space per 1,000 square feet

; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

**Exhibit "E"**  
**Rezoning Application**

RECEIVED (KC)  
08/31/2022

Revised: 4/13/2020  
P&Z #22-309



**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

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

**Applicant**

Name: Tomball Economic Development Corporation Title: Owner  
Mailing Address: 29201 Quinn Rd., Suite B City: Tomball State: TX  
Zip: 77375 Contact: Kelly Violette, Executive Director  
Phone: (281) 401-4086 Email: kviolette@tomballtxedc.org

**Owner** Tomball Economic Development Corporation - Same Info as Applicant  
Name: & Tortuga Operating Company Title: Owner

Mailing Address: 7412 Shady Villa Lane City: Houston State: TX  
Zip: 77055 Contact: Peter Turbett, President  
Phone: (713) 401-4086 Email: tortugaturbett@comcast.net

**Engineer/Surveyor (if applicable)**

Name: Gunda Corporation (Ardurra) Title: North Branch Manager  
Mailing Address: 32731 Egypt Lane, Suite 501 City: Magnolia State: TX  
Zip: 77354 Contact: Kyle Bertrand  
Phone: (281) 680-3600 Fax: ( ) Email: KBertrand@ardurra.com

Description of Proposed Project: Tomball Business and Technology Park Sec. 2, Lots 1-4

Physical Location of Property: S. Persimmon Street, North of Spell Rd Intersection  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Tomball Business and Technology Park Sec. 2, Lots 1-4  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20-E, Single-Family 20 Estate District

Current Use of Property: Undeveloped and existing wells

Proposed Zoning District: LI - Light Industrial District

Proposed Use of Property: Proposed to be consistent with uses in Tomball Business and Technology Park Sec 1.

HCAD Identification Number:	<u>1452440010004</u>	Acres:	<u>10.4422 acres</u>
	<u>1452440010003</u>		<u>1.7911 acres</u>
City of Tomball, Texas	501 James Street, Tomball, Texas 77375	Phone: 281-290-1405	www.tomballtx.gov
	<u>1452440010002</u>		<u>2.1790 acres</u>
	<u>1452440010001</u>		<u>2.6727 acres</u>

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

Kelly Violette Digitally signed by Kelly Violette  
Date: 2022.08.30 12:41:03  
-0500' August 29, 2022  
Signature of Applicant Kelly Violette, Executive Director - TEDC Date

Kelly Violette Digitally signed by Kelly Violette  
Date: 2022.08.30 12:41:12  
-0500' August 29, 2022  
Signature of Owner Kelly Violette, Executive Director - TEDC Date

Peter Turbett Digitally signed by Peter Turbett  
Date: 2022.08.29 14:52:14  
-0500' August 29, 2022  
Signature of Owner Peter Turbett, President  
Tortuga Operating Company Date



August 29, 2022

Mr. Nathan Dietrich  
Community Development Director  
City of Tomball - Community Development Department  
501 James Street  
Tomball, TX 77375

RE: Rezoning request for approximately 17.09 acres of land described as Lots 1-4 of the Tomball Business and Technology Park Section 2 Replat

Dear Mr. Dietrich,

For the second consecutive year, the Tomball Business & Technology Park was named a top industrial park in the United States by Business Facilities. The publication ranked the Tomball Business & Technology Park the 10th best industrial park in the country in its 18th Annual Rankings Report.

Operated by the Tomball Economic Development Corporation (TEDC), the 99.5-acre Tomball Business & Technology Park is lauded for its location, amenities, and infrastructure. The success of the Park is evidenced by the demand for business creation and relocation. As of August 2022, more than 551,701 square-feet has been constructed in the Park, generating over \$47 million in private capital investment and bringing over 575 jobs to Tomball.

In order to meet the demand, the TEDC works closely with its partners to manage infrastructure in and around the Park. The TEDC and the City of Tomball partnered together to extend South Persimmon Street from FM 2920 through the Park. Additionally, we partnered to extend Medical Complex Drive from South Persimmon to Hufsmith-Kohrville Road.

As part of the South Persimmon extension project the TEDC purchased 18.9 acres immediately north of the Tomball Business and Technology Park. We dedicated the right-of-way and easements necessary for the road to be constructed and coordinated the relocation of pipelines and easements with two pipeline companies. The resulting Replat created 4 Lots; two of which are currently owned by the TEDC (Lots 1 and 3) and two are owned by Tortuga Operating Company (Lots 2 and 4).

The requested rezoning is consistent with the Future Land Use Plan Map designation of Business Park and Industrial and will provide consistency with the remainder of the Business & Technology Park property.

Please don't hesitate to contact me at (281) 401-4086 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kelly Violette". The signature is fluid and cursive.

Kelly Violette  
Executive Director

281.401.4086 ★ fax 281.351.7223 ★ PO Box 820 ★ Tomball, Texas 77377-0820 ★ [www.TomballTXedc.org](http://www.TomballTXedc.org)

STATE OF TEXAS

80-221-69883  
1/14/2011 COUNTY CLERK  
11/18/2011 FILED  
1:39 PM  
COUNTY CLERK

THE TOWN OF PERSIMMON, TEXAS, HAS ADOPTED THE FOLLOWING RESOLUTION:  
RESOLUTION NO. 2011-0001, ADOPTED MAY 2, 2011  
AT A REGULAR MEETING OF THE BOARD OF CITY COUNCIL, HELD AT THE CITY CLERK'S OFFICE, 100 SOUTH PERSIMMON STREET, PERSIMMON, TEXAS, ON MAY 2, 2011.  
WHEREAS, the Board of City Council has received a request from the Board of Directors of the Persimmon Residential Community, Inc. for a plat of subdivision of the property located at the intersection of South Persimmon Street and Persimmon Road, and  
WHEREAS, the Board of City Council has reviewed the plat and the application therefor, and has determined that the plat complies with the requirements of the Texas Subdivision Act, Chapter 252, of the Texas Government Code, and  
WHEREAS, the Board of City Council has determined that the plat is in the best interests of the City of Persimmon, Texas, and  
NOW, THEREFORE, the Board of City Council hereby resolves that it is the policy of the City of Persimmon, Texas, to approve the plat of subdivision of the property located at the intersection of South Persimmon Street and Persimmon Road, and that the plat be recorded in the public records of the County of Harris, Texas.

FOR THE BOARD OF CITY COUNCIL:  
Mayor: [Signature]  
City Clerk: [Signature]

FOR THE BOARD OF DIRECTORS:  
President: [Signature]  
Secretary: [Signature]

FOR THE COUNTY CLERK:  
County Clerk: [Signature]

FOR THE COUNTY CLERK:  
County Clerk: [Signature]

FOR THE COUNTY CLERK:  
County Clerk: [Signature]

Table with 2 columns: LINE, LINE TYPE, LINE NUMBER. Lists various line types and their corresponding numbers.

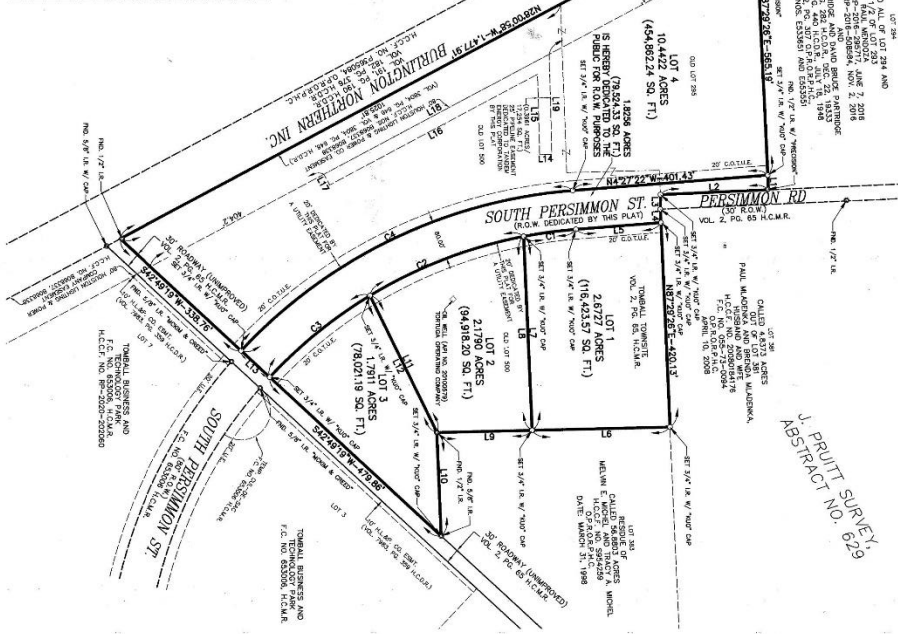


Table with 2 columns: LINE, LINE TYPE, LINE NUMBER. Lists various line types and their corresponding numbers.

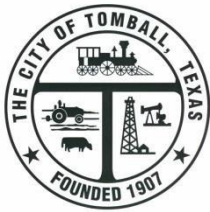
SECTION 1. The Board of City Council has received a request from the Board of Directors of the Persimmon Residential Community, Inc. for a plat of subdivision of the property located at the intersection of South Persimmon Street and Persimmon Road, and has determined that the plat complies with the requirements of the Texas Subdivision Act, Chapter 252, of the Texas Government Code, and that the plat is in the best interests of the City of Persimmon, Texas.

SECTION 2. The Board of City Council has determined that the plat is in the best interests of the City of Persimmon, Texas, and that the plat be recorded in the public records of the County of Harris, Texas.

NOTES:  
1. Public records located on this plat are hereby dedicated to the public use of the City of Persimmon, Texas. Any public utility, including but not limited to electric, gas, water, sewer, or telephone, shall be installed, maintained, and operated in accordance with the rules and regulations of the City of Persimmon, Texas. The City of Persimmon, Texas, shall be responsible for the maintenance and operation of any public utility located on this plat.  
2. All of the poles and appurtenances with overhead lines, including but not limited to electric, gas, water, sewer, or telephone, shall be installed, maintained, and operated in accordance with the rules and regulations of the City of Persimmon, Texas. The City of Persimmon, Texas, shall be responsible for the maintenance and operation of any public utility located on this plat.  
3. All of the poles and appurtenances with overhead lines, including but not limited to electric, gas, water, sewer, or telephone, shall be installed, maintained, and operated in accordance with the rules and regulations of the City of Persimmon, Texas. The City of Persimmon, Texas, shall be responsible for the maintenance and operation of any public utility located on this plat.  
4. All of the poles and appurtenances with overhead lines, including but not limited to electric, gas, water, sewer, or telephone, shall be installed, maintained, and operated in accordance with the rules and regulations of the City of Persimmon, Texas. The City of Persimmon, Texas, shall be responsible for the maintenance and operation of any public utility located on this plat.  
5. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
6. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
7. A lot shall not be used for any purpose other than that for which it is zoned, and the City of Persimmon, Texas, shall be responsible for enforcing the zoning ordinance of the City of Persimmon, Texas.  
8. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
9. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
10. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
11. All plat 5/4 inch two inch or less stamped 'VOID'.  
12. This Project: Plat is subject to the following comments which are indicated on the plat:  
1. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
2. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
3. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
4. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
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11. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.  
12. The plat does not constitute a warranty of any kind, and the City of Persimmon, Texas, shall not be liable for any damages, including but not limited to personal injury, property damage, or economic loss, arising out of the use of this plat.

FOR THE COUNTY CLERK:  
County Clerk: [Signature]





## Notice of Public Hearing

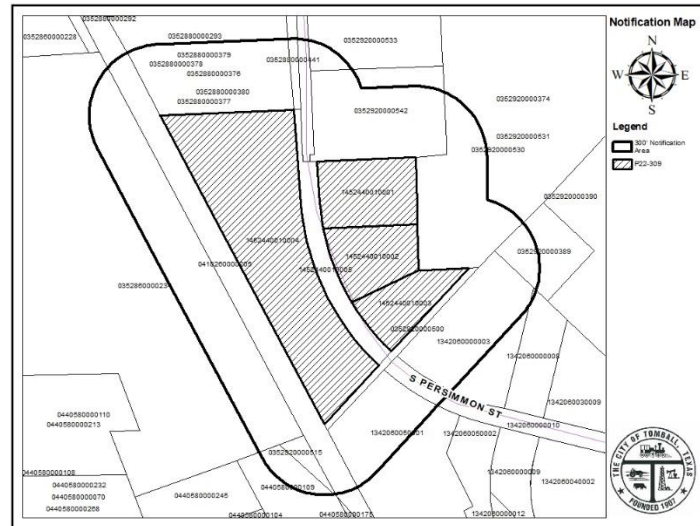
**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-309

**APPLICANT/OWNER:** Tomball Economic Development Corporation & Tortuga Operating Company

**LOCATION:** The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI).



**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**

**Planning & Zoning Commission**

**Public Hearing:**

**Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:**

**\*Monday, October 17, 2022 @ 6:00 PM**

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

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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 10, 2022  
&  
CITY COUNCIL  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 10, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 17, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case P22-309:** Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**Case P22-310:** Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

---



Jared Smith  
City Planner

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-39, an ordinance of the City of Tomball, Texas, amending the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

City Staff recommends denial. Planning & Zoning Commission recommends DENIAL (0 Vote Aye, 4 Votes Nay)

**Origination:** 28121 Calvert LLC.

**Recommendation:**

Denial

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director  
\_\_\_\_\_

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

ORDINANCE NO. 2022-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL COMPREHENSIVE PLAN BY CHANGING THE MAJOR THOROUGHFARE PLAN MAP BY REMOVING THE PROPOSED MINOR ARTERIAL EXTENSION OF MEDICAL COMPLEX DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

\* \* \* \* \*

Whereas, the 28121 Calvert LLC desires to amend the Major Thoroughfare Plan Map of the Tomball Comprehensive Plan (Plan); and

Whereas, the Planning and Zoning Commission and the City Council of the City of Tomball, Texas have published notices and conducted public hearings regarding the amendments to the Plan and all persons were given the opportunity to present verbal and written testimony; and

Whereas, the Planning and Zoning Commission has evaluated such amendments and has recommended approval to the City Council; and

Whereas, the City Council deems it appropriate to approve the amendments to the Major Thoroughfare Plan Map in the Plan.

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

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

**Section 2.** The Plan is intended to provide long-range guidance relative to thoroughfare construction.

**Section 3.** The Major Thoroughfare Plan Map is hereby amended by the City Council as indicated on Exhibit "A", being attached hereto and made a part hereof for all purposes.

**Section 4.** The City Council reserves the right to amend the Plan by adding or removing components or by amending in part or in whole any components of the Plan.

**Section 5.** Pursuant to the authority provided in the charter and ordinances of the City, the Planning and Zoning Commission shall periodically review the projection assumptions, changing growth patterns, and planning guidelines that provide the foundation for the policies contained in the Plan and shall recommend such amendments as it deems appropriate for the purpose of keeping the Plan relevant and useful as a guide for growth, revitalization and renewal of the City.

**Section 6.** The amendment to the Major Thoroughfare Plan Map is depicted in Exhibit "A", is attached hereto and made a part of hereof for all purposes.

**Section 7.** All ordinances or portions thereof, of the City of Tomball, in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

**Section 8.** All references to the Tomball Comprehensive Plan Major Thoroughfare Plan Map shall henceforth refer to such as are here adopted.

**Section 9.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17<sup>TH</sup> DAY OF OCTOBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>ABSENT</u>
COUNCILMAN DUNAGIN	<u>NAY</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7<sup>TH</sup> DAY OF NOVEMBER 2022.

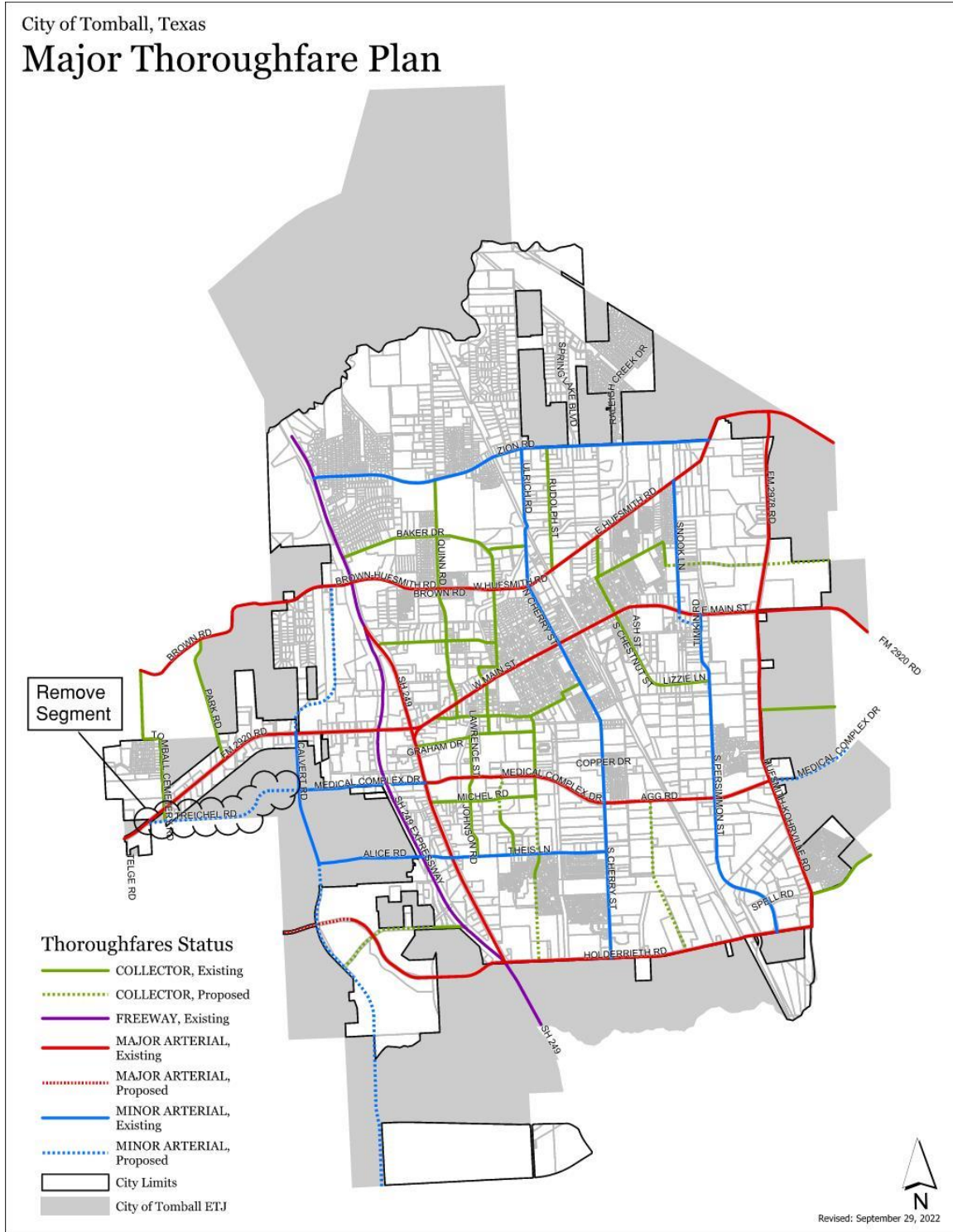
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

Exhibit "A"





## Comprehensive Plan Amendment Staff Report

Planning and Zoning Commission Hearing Date: October 10, 2022  
City Council Public Hearing Date: October 17, 2022

**Case:** P22-310

**Applicant(s):** Louis Smith

**Request:** To amend the Major Thoroughfare Plan by removing the proposed minor arterial east/west segment of Medical Complex Drive, being described as the 1.05-mile segment planned to extend between the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road.

### **BACKGROUND**

In 2008 the Houston-Galveston Area Council conducted the FM 2920 Access Management Study, as well as the Livable Centers Downtown Plan for the City of Tomball. Within the context of these studies, there is reference to the need to improve parallel east-west facilities to provide alternative connections to FM 2920. The study specifically identifies Medical Complex Drive as one potential alternative connection. According to the study, Medical Complex Drive could improve local traffic circulation within Tomball as well as alleviate congestion along FM 2920. In 2009 the City of Tomball adopted a Comprehensive Plan that builds on the concept of providing an alternative east-west connection for FM 2920. This Comprehensive Plan mentions the east-west connection of Medical Complex Drive as a potential roadway for said east-west alternative route. In 2019, construction was completed on a section of SH 249 (Tomball Tollway) immediately west of Tomball. This construction did not account for an underpass or fly-over at the intersection of Medical Complex Drive. This effectively cut off the western connection of Medical Complex Drive to FM 2920. In 2021, the City Council approved an ordinance that downgraded the subject portion of Medical Complex Drive from a major arterial to a minor arterial between Business State Highway 249 and FM 2920. In May 2022, a request was presented to the Planning & Zoning Commission & City Council to remove the easternmost segment of Medical Complex Drive planned to be a major arterial extending between Hufsmith-Kohrville and Mahaffey Road, this request was denied, and rather than removing the segment it was downgraded from a major arterial to a minor arterial in July of 2022. The applicant is requesting to remove the subject segment of Medical Complex Drive altogether. According to the applicant, the subject segment of Medical Complex Drive that intersects their property, which is located at the southwest corner of Calvert Road and the intersection of the planned minor arterial extension is a hindrance on the development of their lot for Multi-Family Apartments.

### **ANALYSIS**

**Comprehensive Plan Recommendation:** The current Comprehensive Plan, adopted in 2019, identifies the need to promote east-west connections through the city including, alternatives to FM 2920. However, due to the construction of SH 249 without an underpass for Medical Complex Drive, the current Comprehensive Plan acknowledges that the previous plan to utilize Medical Complex Drive as an east-west bypass from FM 2920 around Old Town Tomball is limited.



Subsequently, the Comprehensive Plan suggests reviewing Medical Complex Drives street classification.

**Staff Review Comments:**

Although Medical Complex Drive may no longer have the potential to function as a true east-west bypass for FM 2920, it may provide an alternative east-west route to destinations within the City of Tomball which will likely alleviate traffic congestion along FM 2920. Further, according to the major thoroughfare report that was conducted in 2009 for the City of Tomball by Schaumburg & Polk, Inc., minor arterial streets are intended to distribute traffic from state highways, farm-to-market roadways, and major arterials to adjacent land uses. These minor arterial streets are often best suited in areas that are likely to experience high traffic volumes such as industrial parks, retail centers, etc. Although the subject segment of Medical Complex Drive falls almost entirely outside the city limits, the Future Land Use Plan adopted by City Council identifies this planned major thoroughfare as running parallel to the Corridor Commercial land use category. Suggesting that this segment of Medical Complex, if brought into the City of Tomball would likely receive commercial zoning. As previously stated, minor arterial streets are ideally suited for carrying high volumes of traffic as well as distributing traffic from State Highways and Farm to Market Roads such as SH 249 and FM 2920.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on September 27, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on findings outlined in the analysis section of this staff report, City staff recommends denial of Case P22-310.

**P&Z RECOMMENDATION:**

Denial (0 Vote Aye, 4 Vote Nay)

- Discussion Items:
  - Clarification on the request to remove the proposed segment.
  - Clarification of the public responses actually in favor of the request to remove the proposed segment. Although responses stated they were against it.

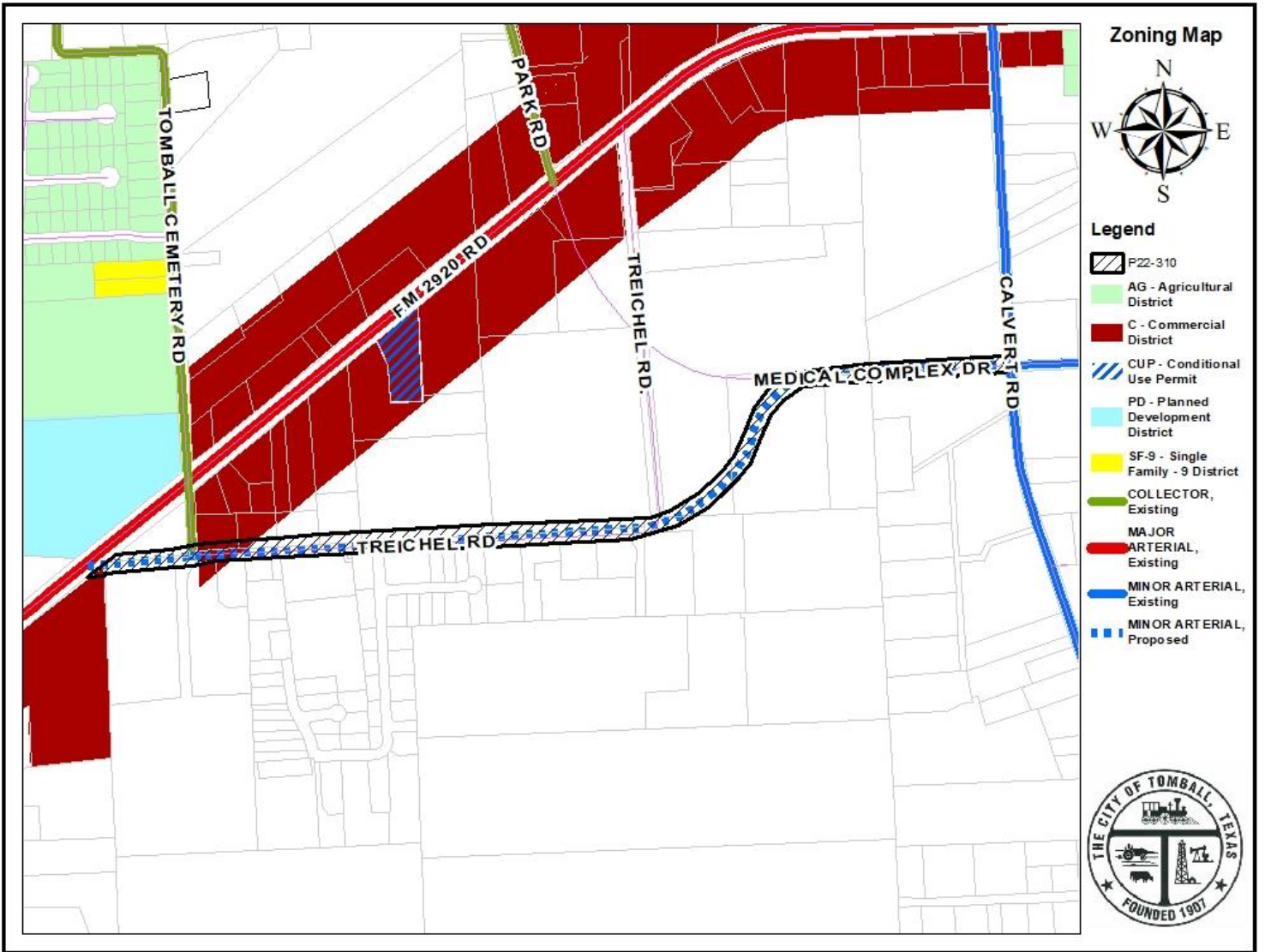
**EXHIBITS**

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Major Thoroughfare Plan
- E. Site Photos
- F. Application

**EXHIBIT "A"**  
**Aerial Location Map**

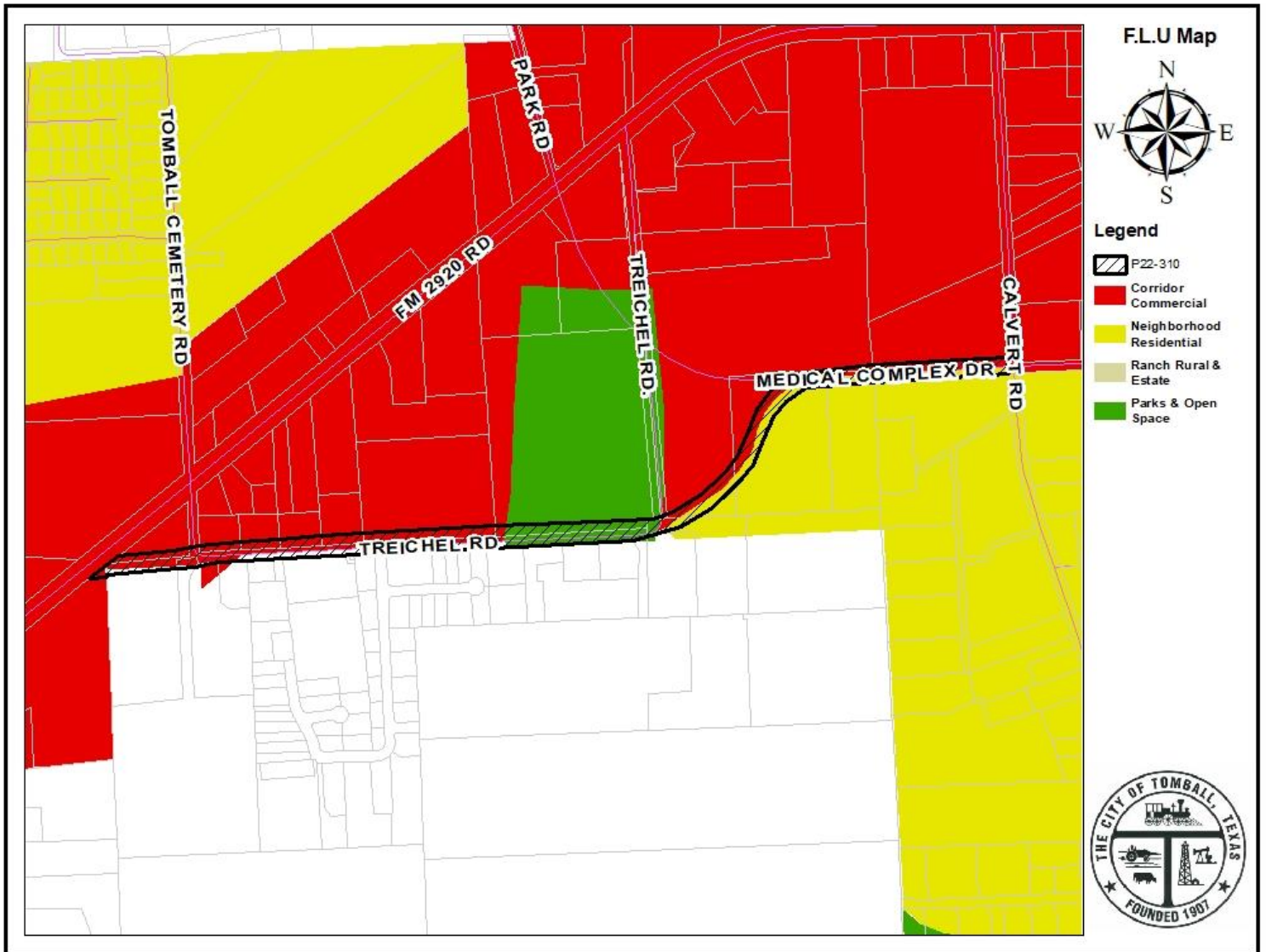


**EXHIBIT "B"**  
**Zoning Map**





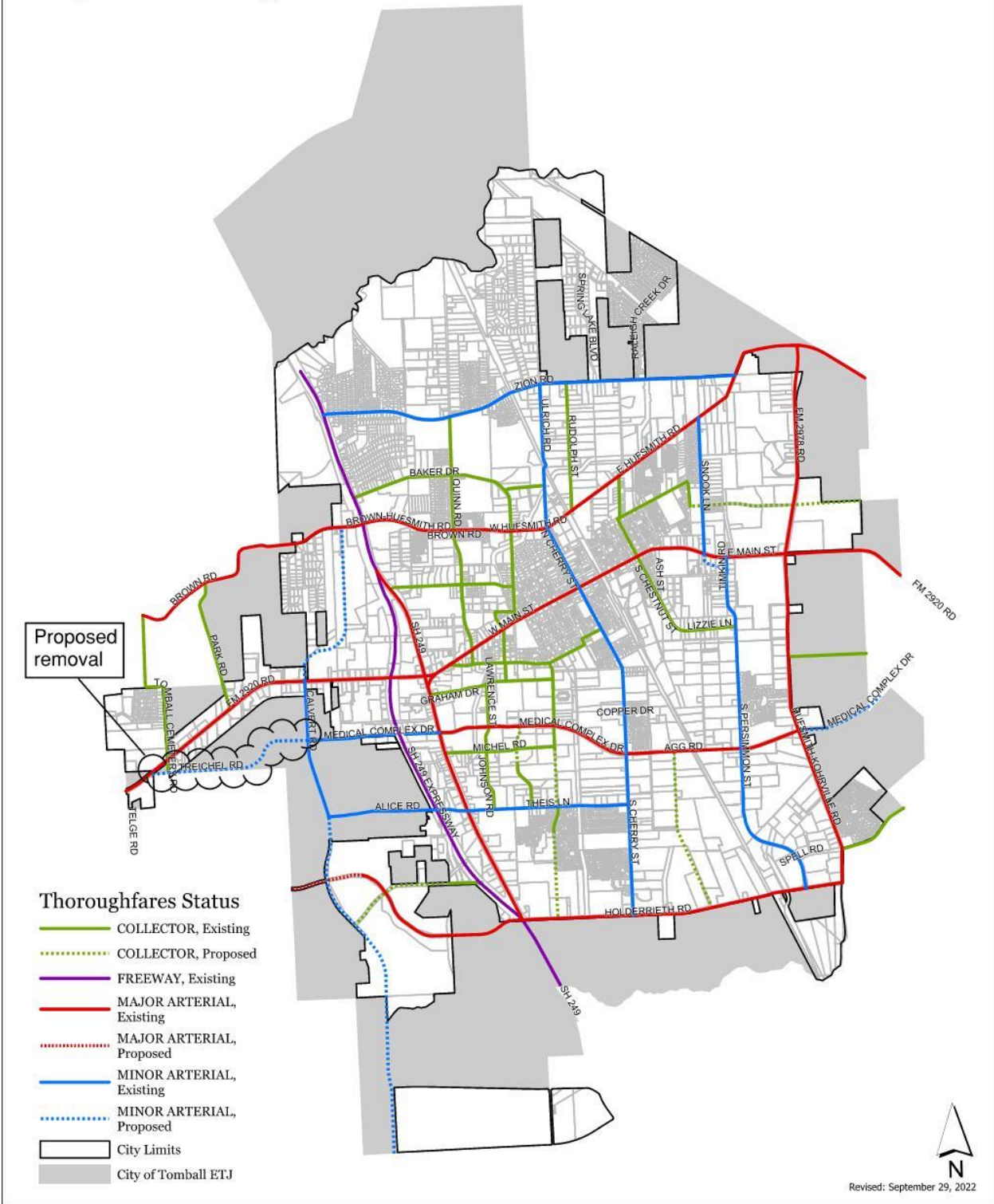
**EXHIBIT "C"**  
**Future Land Use Map**



**EXHIBIT "D"**

City of Tomball, Texas

# Major Thoroughfare Plan





**EXHIBIT "E"**



Existing segment of Medical Complex Between Calvert and SH 249



Proposed Alignment of Medical Complex West of Calvert



Proposed Alignment of Medical Complex tie in to Triechel Rd.



Existing Triechel Road West View







Existing Triechel Road East View



Proposed Alignment of Medical Complex/Triechel Rd (western extent)





**EXHIBIT "F"**

Revised 5/19/2015

P&Z #22-310



RECEIVED (KC)  
08/31/2022

**COMPREHENSIVE PLAN  
AMENDMENT APPLICATION**  
Community Development Department  
Planning Division

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

**CONTACT INFORMATION:**

**Applicant**

Name: Louis Smith Title: Manager  
Mailing Address: 800 Wilcrest Dr., Suite 245 City: Houston State: TX  
Zip: 77042  
Phone: ( 832 ) 444-6777 Fax: (        )                       
Email: louis@src-properties.com

**Property Owner**

Name: 28121 Calvert, LLC Title:                       
Mailing Address: 800 Wilcrest Dr., Suite 245 City: Houston State: TX  
Zip: 77042  
Phone: ( 832 ) 444-6777 Fax: (        )                       
Email: louis@src-properties.com

**COMPREHENSIVE PLAN AMENDMENT REQUEST:**

Amendment Type (check all that apply): Text  Map

Text Amendment(s)

Text to be modified:

This is a request to modify the major thoroughfare plan eliminating the extension of Medical Complex Road through the subject property since it is no longer practical or necessary due to changed circumstances and land uses and allow the 14.45 acre tract to be developed with a multi-family residential development.

Proposed Text Amendment (exact wording):

Questions to be answered in Comprehensive Plan Amendment Request Letter:

- Will the proposed text amendment enhance the City economically?
- Will the proposed text amendment enhance the City aesthetically?
- Is the proposed text amendment consistent with the City's Goals, Objectives, and Actions?
- Does the proposed text amendment encourage a better use of land/property, both for the owner/developer and the City, than that currently recommended by the Plan?
- Will the proposed text amendment impact adjacent residential areas in a positive or negative manner?
- How will the proposed text amendment impact vehicular and pedestrian access, roadway capacity, ingress and egress, and traffic?
- Will the proposed text amendment encourage land use compatibility?
- Does the proposed text amendment present a significant benefit to the public health, safety and welfare of the community?

Map Amendment(s)

Current Comprehensive Plan Designation: Corridor Commercial

Proposed Comprehensive Plan Designation: Multi-Family Residential

Proposed Use of Property: Multi-family Residential

Physical Location of Property: 28121 Calvert Road - Calvert Road at Medical Complex Rd  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 14.45 ac  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Unzoned

Current Use of Property: Vacant Ag/Timber

HCAD Identification Number: 0430410000010

Property Acreage: 14.45 ac total

Questions to be answered in Comprehensive Plan Amendment Request Letter:

- Will the proposed map amendment enhance the City economically?
- Will the proposed map amendment enhance the City aesthetically?
- Is the proposed map amendment consistent with the City's Goals, Objectives, and Actions?



- Is the proposed map amendment a better use of land/property, both for the owner/developer and the City, than that recommended by the Plan?
- Will the proposed map amendment impact adjacent residential areas in a positive or negative manner?
- Will the proposed map amendment have adequate access; have considerations been made for roadway capacity, ingress and egress, traffic impact?
- Are uses adjacent to the proposed map amendment similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
- Does the proposed map amendment present a significant benefit to the public health, safety and welfare of the community?

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

X  \_\_\_\_\_ 8-31-22 \_\_\_\_\_  
Signature of Applicant Date

X \_\_\_\_\_ \_\_\_\_\_  
Signature of Owner Date

**From:** [noreply@tomballtx.gov](mailto:noreply@tomballtx.gov)  
**To:** [Kimberly Chandler](#)  
**Subject:** Receipt #R01332315  
**Date:** Thursday, September 1, 2022 11:16:54 AM

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401 Market Street  
401 Market Street  
Tomball, TX 77375  
(281) 351-5484

-----  
DATE : 9/1/2022 11:15 AM  
OPER : RP  
TKBY : 8  
TERM : 2  
REC# : R01332315  
130.0000 PLANNING AND ZONING  
comp plan amemdment louis smith 500.00

Paid By:comp plan amemdment louis smith  
2-CK 500.00 REF:w 1036

## **Submittal Requirements**

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Tomball Comprehensive Plan, Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date. The following information should be provided in the application package:

- Completed application form
- Comprehensive Plan Amendment request letter
- Plat or survey of property (if applicable)
- Check for \$500.00 (Non-Refundable)
- Conceptual site plan (if applicable)
- Payment of all indebtedness attributed to subject property must be paid with application

The City's staff may require other information and data for specific required plans.

## APPLICATION PROCESS

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. For map amendments, property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing. For text amendments, legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing. If a Comprehensive Plan amendment application is received for both a text and map amendment, property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be scheduled before the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

**FAILURE TO APPEAR:** It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council without approved delay by the City Manager, or his/her designee, could constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

August 31, 2022

Community Development Department  
Planning Division  
City of Tomball, Texas

Re: Proposed Amendment to Major Thoroughfare Map; Medical Complex Road Extension west from Calvert Road through 14.45 acre tract owned by 2821 Calvert, LLC; Annexation into City of Tomball and Approval of zoning for multi-family residential development;

The current major thoroughfare plan should be revised to eliminate the proposed extension of Medical Complex Road west of Calvert Road. Medical Complex Road was designed to be a bypass loop from east of Tomball to west of Tomball to alleviate congestion on Main Street (FM 2920). The construction of Tomball Parkway (State Highway 249) did not include an overpass at Calvert Road for Medical Complex Road to connect from the east to the west side of the freeway, thus eliminating completion of the Medical Complex bypass. It is not economically feasible or physically practical to construct an over pass or underpass across State Highway 249. Medical Complex Road is a two lane street extending one block between SH 249 and Calvert Road, with a very low traffic count and nothing in the foreseeable future to change that (see Major Thoroughfare Plan). Widening Medical Complex between SH 249 Bypass and Business State Highway 249 to accommodate an overpass is probably not physically possible from an engineering standpoint, due to the short distance, and even if possible would damage the existing hotel, bank, and shopping centers, due to the required right-of-way widening necessary.

Harris County Flood Control District is constructing a major regional storm water detention project extending from State Highway 249 south across FM 2920 to a massive storm water detention basin at Holdereith Road. A large detention basin is being constructed on Calvert Road at FM 2920 with a wide drainage corridor including detention ponds which would require bridging the drainage facility. If Medical Complex was to be extended to the west (see HCFCD M124 plan). The cost to build the Medical Complex extension along with the right-of way cost makes this extension impractical, almost physically impossible, and not economically feasible.

A loop already exists to eliminate traffic around the intersections of FM 2920, State Highway 249 bypass and Business State Highway 249. It's Calvert Road to Alice Road which has an overpass over State Highway 249 connecting the east and west sides of State Highway 249, to Business State Highway 249 and to the eastern part of Tomball (see Major Thoroughfare Plan). Based on the existing circumstances it would make a lot more sense to place Calvert Road on the major thoroughfare plan connecting to Holderith Road; and Alice Road (Theiss Lane) under State Highway 249 Bypass.

The subject property is on the Future Land Use Plan as Corridor Commercial which is no longer possible because Harris County Flood Control District condemned the north 20.51 acres of the



Community Development Department  
Planning Division  
August 31, 2022  
Page Two

parent tract and the FM 2920 frontage. The 20.51 needs to be changed to parks and open space. The 14.45 acre tract can no longer be Corridor Commercial since it is no longer adjacent to the FM 2920 corridor and will be a less intense use (see Future Land Use Plan).

The 14.45 acre tract has been identified by several multi-family residential as ideal for multi-family development. We currently have offers to purchase the site for multi-family development. Kittle Property Group has proposed a 240-260 unit development with 1, 2 & 3 bedroom units (see attached brochure).

The proposed change to the major thoroughfare plan, the annexation, and multi-family zoning would facilitate new multi-family development, providing new needed modern housing, and have a large economic impact on the community providing increased sales to all local businesses. It will increase the property tax base by \$35-\$50 million, allowing the city to increase infrastructure spending and city services.

It will increase the City aesthetically and bring new growth and development to the neighborhood, encourage better uses of the surrounding land and use.

Calvert Road and Medical Complex Road are currently a low traffic count thoroughfares and the proposed development will have minimum impact on roadway capacity, ingress and egress and traffic flow.

This development will be a significant benefit to overall welfare of the community.

Respectfully Submitted,



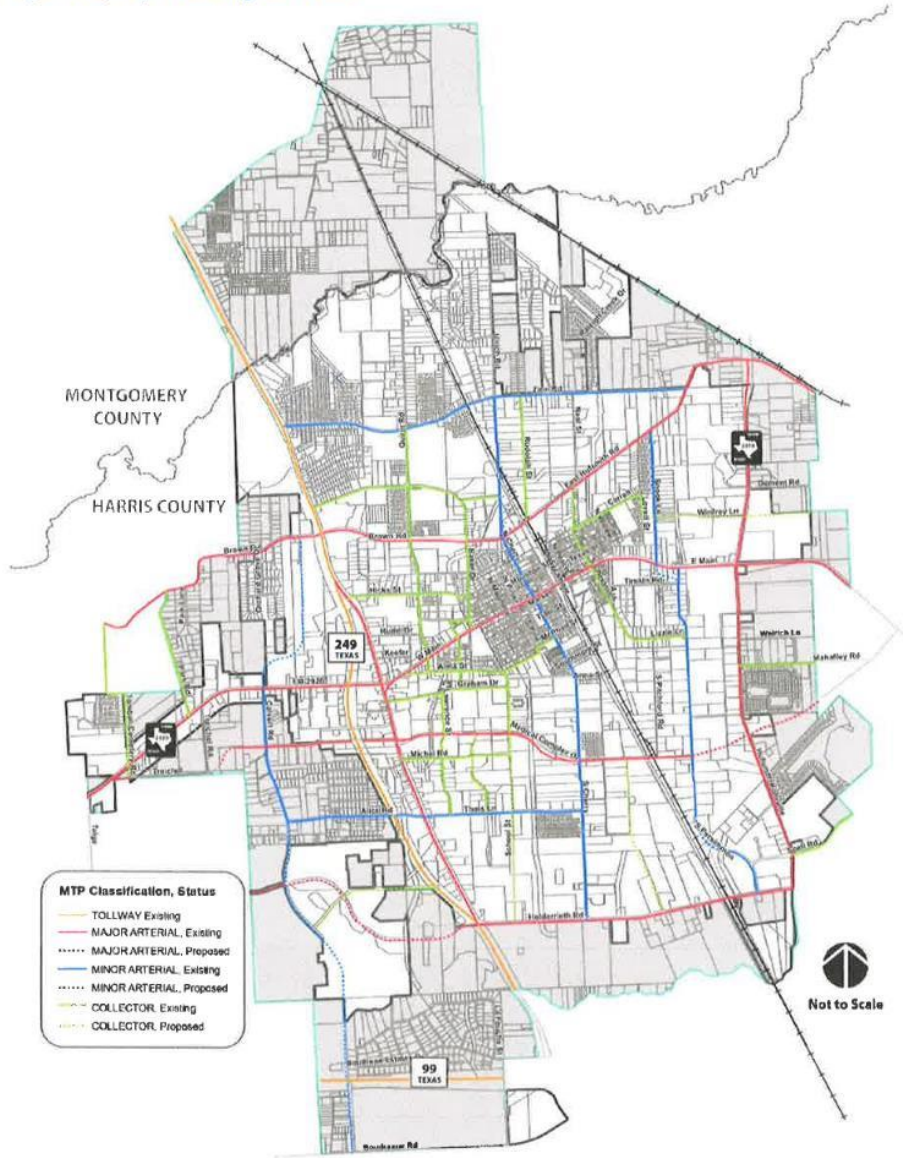
S. Louis Smith

Enclosures  
Aerial of Subject Property  
Major Thoroughfare Plan  
Photo of Medical Complex Road & SH 249 & Calvert Road & Medical Complex  
Harris County Flood Control District M124 Schematic  
Future Land Use Plan  
Kittle Property Group Brochure

**SUBJECT 14.45 ACRES & 20.51 ACRES HCFC D TRACT**



Figure 4.6, Major Thoroughfare Plan



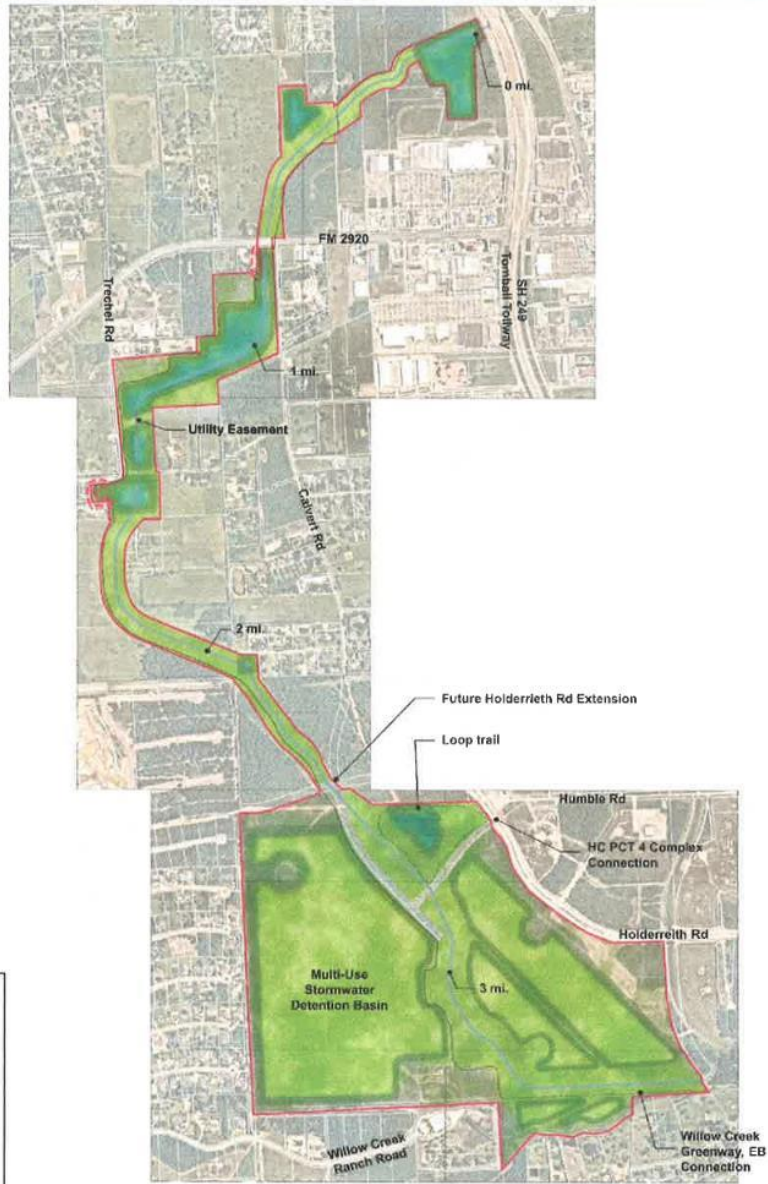




MEDICAL COMPLEX ROAD FACING EAST TERMINATING INTO STATE HIGHWAY 249, ELEVATED MAIN LANES. NO OVERPASS AND NO WAY TO CROSS.



MEDICAL COMPLEX ROAD FACING WEST AT CALVERT ROAD. SUBJECT IN BACKGROUND ON FAR SIDE OF CALVERT ROAD.



**LEGEND**

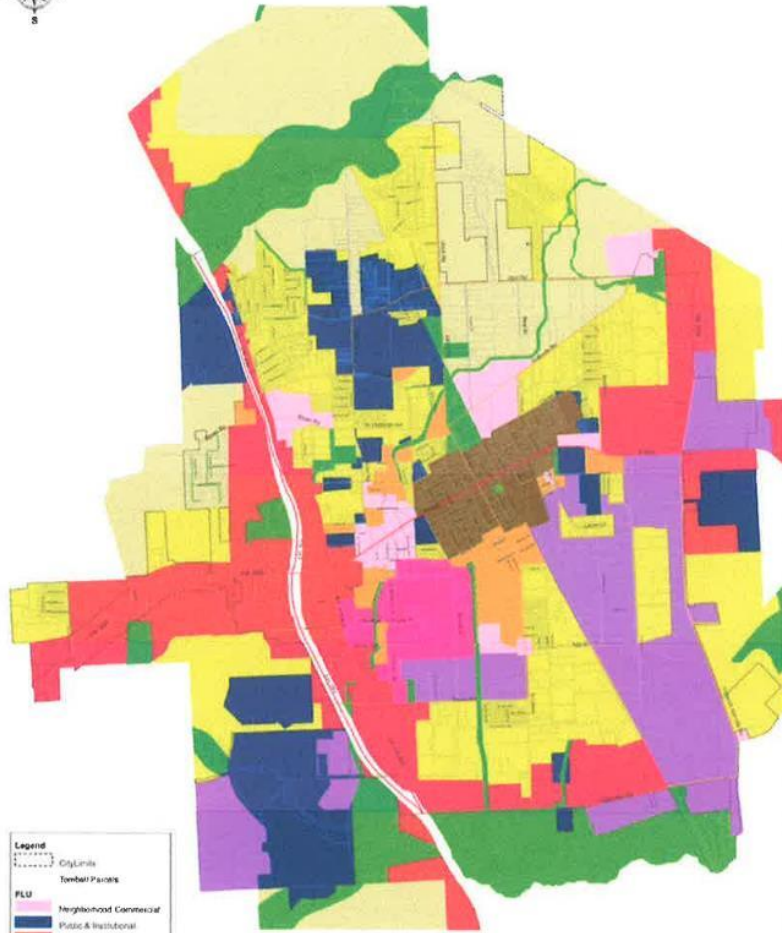
- Proposed Project Boundary
- Potential Multi-use Hike and Bike Trail
- Potential Connection
- Potential Landscape
- Constrained Corridor

North

0 250 500 1000



City of Tomball, Texas  
**Future Land Use**  
Revised November 4, 2019



- Legend**
- City Limits (dashed line)
  - Tomball Parcels (dotted line)
- FLU**
- Neighborhood Commercial (pink)
  - Public & Institutional (dark blue)
  - Corridor Commercial (red)
  - Old Town (brown)
  - Neighborhood Residential (yellow)
  - Medical District (light pink)
  - Transitional Residential (orange)
  - Ranch Rural & Estate (light green)
  - Parks & Open Space (green)
  - Business Park and Industrial (purple)





**About Us**

Kittle Property Group, Inc. (KPG) is the successor to companies that have been around since 1948 and has developed and managed multifamily homes for over 70 years. We develop, build, manage and own multifamily rental housing and self-storage facilities throughout the United States. Our most valuable asset, our team, has extensive experience in property development, real estate finance, multifamily housing construction, property management and compliance. Our vertically integrated structure means we have the experience and the expertise on hand to successfully offer partners the services and products that will complete a project from beginning to end.

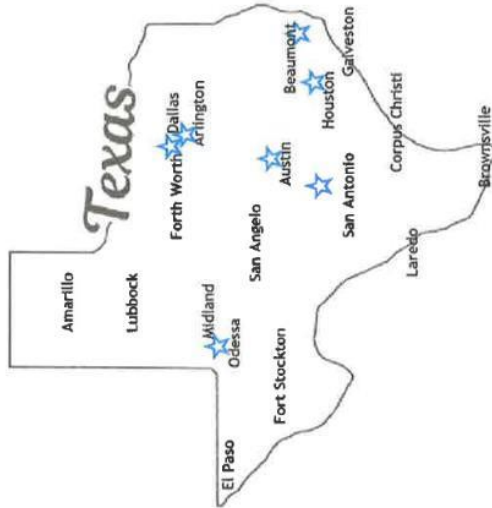
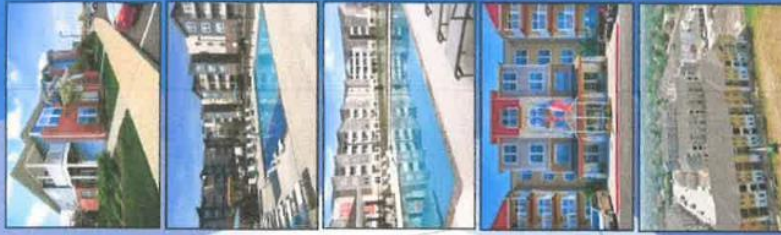
**Fifteen communities in Texas since 2011 (and growing..)**

- ▶ Taylor – Main Street Commons
- ▶ McGregor – Rache' Commons
- ▶ New Braunfels – Residences of Solina Village
- ▶ Justin – Bishop Gardens
- ▶ Odessa – Tre Grove
- ▶ Beaumont – Cypress Place
- ▶ Beaumont – C'ia Daviken Cottages
- ▶ Beaumont – Promenade\*
- ▶ Beaumont – Laurel Vista
- ▶ Winnie – Marjorie Station
- ▶ Allen – Chaparral Townhomes
- ▶ Houston – Tre Vico
- ▶ Houston – Estates at Ellington
- ▶ San Antonio – The Marriage\*
- ▶ Austin – Agave East\*

\*Under Construction

Carly Gast, Development Director – Kittle Property Group, Inc. – 641-832-9088 – [cgast@kittleproperties.com](mailto:cgast@kittleproperties.com)

- A. Casey Acres - Westfield, IN
- B. Ashford Park - Columbus, IN
- C. The Promenade - Beaumont, TX
- D. Main Street Commons - Taylor, TX
- E. The Marriage - San Antonio, TX (under construction)



▶ **Typical community size:** 200-300 units

▶ **Building types:**

- ▶ General population: 2-3 story garden style, breezeway buildings
  - ▶ 1-, 2-, 3-, & up to 4-bedroom units
- ▶ Senior: 3-4 story interior corridor/elevator served buildings and/or 1 story "cottage" (duplex) style buildings
  - ▶ 1- & 2-bedroom units

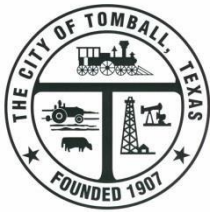
**Typical Community Amenities:**

- Onsite management/leasing office
- Community room
- Fitness center
- Business center with computers
- Activity room
- Game room
- Swimming pool
- BBQ grill/picnic area
- Playground
- Dog park

**Typical Resident Services:**

- Onsite Food Pantry
- Annual Health Fair
- Partnership with local law enforcement and/or first responders for on-site social events intended to foster relationships with residents
- Annual Income Tax Preparation
- Twice monthly arts, crafts, and recreational activities
- Twice monthly onsite social events





## Notice of Public Hearing

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

**CASE NUMBER:** P22-310

**APPLICANT/OWNER:** Louis Smith

**LOCATION:** 1.05 mile segment of Medical Complex Drive extending east-west from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920

**PROPOSAL:** Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

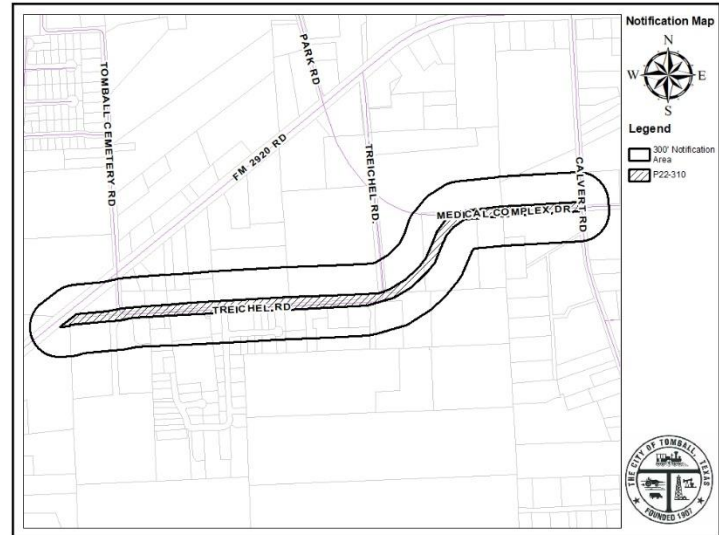
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**



**Planning & Zoning Commission  
Public Hearing:**

**Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:**

**\*Monday, October 17, 2022 @ 6:00 PM**

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

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

## Jared Smith

---

**From:** Dennis Pierce <dlpierce11923@gmail.com>  
**Sent:** Friday, October 7, 2022 8:56 AM  
**To:** Jared Smith  
**Cc:** My Lovely Wife  
**Subject:** Planning case P223-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Smith,

My name is Dennis Pierce and I am responding to the notice I received on proposed planning change extending Medical Complex Dr West of Calvert down Triechel Rd. (Case #P22-310).

The proposal is to remove this project from the plan. I am FOR the zoning request for the removal.

My reasons for approval are as follows

1. Without access to both sides of 249 any perceived relief would not alleviate traffic on the 2920 corridor.
2. The cost of the project and infrastructure would be budgeted wisely on projects that have moved to front of the list due to growth in other areas.
3. I believe it will also increase the flooding issues and water drainage in the area, as well as extensive planning on the pinch area at the curve on Triechel. This would include extensive gas pipelines, HCFC M124 and city infrastructure.

If you need further clarification please let me know at this email address or phone number 281-851-8371.

Thank you,

Dennis Pierce  
15141 Triechel Rd  
Tomball, TX 77377

Mailing Address  
PO Box 1783  
Tomball, TX 77377



## Jared Smith

---

**From:** Caitlin Craig <ccraig@devasco.com>  
**Sent:** Wednesday, October 5, 2022 4:09 PM  
**To:** Jared Smith  
**Subject:** Re: CASE P22-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jared,

Okay I'm a little confused and I'm sorry for my ignorance on this. I must have read this completely wrong then. I was reading as in this proposal of extension of medical complex was moving forward, I remember years past hearing about this and then it went silent and we all thought it must've just gone away to never be heard of again and then when this popped up I guess I just read as in y'all were moving forward with bringing medical complex down treichel. So yes I am for removing the plan to being medical complex down treichel. That would ruin it here. Nobody on our street wants this I went to multiple neighbors yesterday and everyone was very upset at this resurfacing.

My address 15632 treichel rd

How many people need to actually show up or agree to have this proposal that REMOVES medical complex from coming down treichel, to actually make a difference?

Thank you for explaining this further to me and helping me understand, I appreciate that.

Caitlin

Sent from my iPhone

On Oct 5, 2022, at 12:47 PM, Jared Smith <jasmith@tomballtx.gov> wrote:

Hello Caitlin,

The proposal that you are responding to is a request from a property owner wishing to construct multi-family apartments. They are requesting to remove the segment of the Medical Complex Drive's proposed extension that is illustrated in the notice letter. This planned roadway was adopted by the City of Tomball with the Comprehensive Plan in 2009 and has remained in our plans since that time.

Could you please provide your address so that we can document your response appropriately? Based on the email, it appears that you are **in favor** of the request to remove the segment of Medical Complex that is currently proposed in our existing plans.

Thank you,

## Jared Smith

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**From:** Caitlin Craig <ccraig@devasco.com>  
**Sent:** Tuesday, October 4, 2022 12:53 PM  
**To:** Jared Smith  
**Subject:** CASE P22-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I AM ABSOLUTEY AGAINST THIS REZONING. THIS EFFECTS NOT ONLY OUR LAND, AS IM SURE THERE WILL BE WIDENING OF THE ROAD, BUT ALSO MY FAMILIES SAFETY. MY CHILD PLAYS OUTSIDE IN OUR YARD, WE RIDE OUR BIKES DOWN THE **QUIET AND SAFE** STREET WE CHOSE TO LIVE ON. BY CHOOSING TO MAKE THIS MOVE YOU PLACE MY FAMILIES SAFETY IN JEORPADY BY ADDING TRAFFIC COMING DOWN OUR ROAD, NOT TO MENTION IM SURE THEY WILL BE FLYING DOWN OUR STREET. I WORKED ON CHERRY STREET FOR 6 YEARS AND TOOK THE OTHER SIDE OF MEDICAL COMPLEX EVERY MORNING AND WATCHED CARS FLY 50 MPH DOWN THERE WITH NO REGARD FOR HUMAN OR ANIMAL LIFE. NOW YOURE TELLING ME THIS WILL BE BROUGHT TO MY STREET? I AM COMPLELTLY BESIDE MYSELF OVER THIS AND CANT FATHOM HOW **NEGATIVILTY** THIS WILL EFFECT MY FAMILY. THEN NO TELLING WHAT THIS WILL DO TO OUR PROPERTY VALUE, RAISE IT GREAT RAISES MY DANG TAXES, LOWERS IS GREAT SCREWS ME LATER ON IF I EVER CHOOSE TO SELL. EITHER WAY DOES NO GOOD FOR US. THEN IF YOU LOOK AT THIS DIAGRAM WHERE YOU ARE PLANNING ON TAKING THIS OUT TO 2920 YOURE GOING RIGHT THROUGH 2 PEOPLES PROPERTIES, RIGHT THROUGH COLEENS DRIVEWAY AND BEHIND THE SMALL ENGINE REPAIR DRIVEWAY, WHAT WILL THAT TO DO THEIR WAY OF LIFE EVERYDAY? THE FACT THAT THIS IS BEING PROPOSED IS JUST FLABBERGASTING. THIS IS A ESTABLISHED ROAD WITH FAMILIES WHO LIVE HERE, UPROOTING AND DISRUBTING THAT WAY OF LIFE FOR WHAT? A SHORT CUT ROAD? I DON'T SEE ANY POSITIVES THAT CAN COME FROM THIS? IF THE REASONING IS TO SPEED UP EMERGENCY VEHICLES GETTING TO THE ER, AT WHAT COST? RUIN PEOPLES WAY OF LIVING AND THEIR PROPERTY AND THEIR SENSE OF SAFETY ON THE QUIET STREET WE CHOOSE TO LIVE.... I DON'T SEE THAT BEING FAIR. AT ALL. I HOPE THIS LETTER IS ACTUALLY READ AND CONSIDERED WITH HEART AND HEARD UPON REASONING EARS. PLEASE DO NOT DO THIS.

WE WILL BE AT BOTH MEETINGS TO SPEAK IN PERSON AND LET OUR VOICES BE HEARD. THIS IS OUR PROPERTY AND WAY OF LIFE YOURE PUTTING AT RISK HERE.

CAITLIN CRAIG

**From:** [Jared Smith](#)  
**To:** [Kimberly Chandler](#)  
**Subject:** FW: Medical Complex Dr Extension  
**Date:** Monday, October 10, 2022 8:38:52 AM

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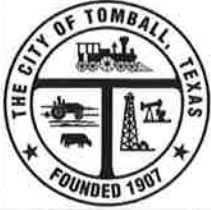
**From:** erick m. <erick11553@gmail.com>  
**Sent:** Monday, October 10, 2022 1:02 AM  
**To:** Jared Smith <jasmith@tomballtx.gov>  
**Subject:** Medical Complex Dr Extension

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a current living resident of Champagne Circle which resides on Treichel Road. I am typing this email to inform that I am AGAINST Case #P22-310. I understand that Tomball needs to expand more, but the expansion of Medical Complex Dr., is not one which we residents of Champagne Circle are in favor of at all. During the past 20 years of residency here, we HIGHLY value our privacy and we feel that the expansion of Medical Complex Dr. directly interferes with the privacy of a PRIVATE NEIGHBORHOOD. As the days have gone by, the residents of Champagne Circle have had a growing voice that is against this expansion. Not only would it interfere with our privacy, it would also create more unnecessary traffic that does NOT belong in a private neighborhood. This creates an intrusive environment which is not healthy for the well being of our residents. The government of Tomball should be able to prioritize, respect, and accept the decision of the residents of Treichel and Champagne Circle, who have seen the city of Tomball prosper and grow in the right areas. By allowing Case #P22-310 to happen it would be such a big let down for true Tomball residents who uphold the best values of the city.

Thank you,  
Erick Martinez



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Paul & Tina Case

(please print)

Address:

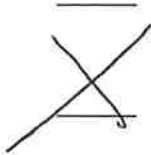
15633 Treichel Rd  
Tomball TX, 77377

Signature:

*Tina Case*

Date:

10/2/2022



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310**. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

## COMMENTS:

I Am Absolutely **AGAINST** this! This is where we live, my grandchildren play on these roads and in the yard, bringing traffic to our **QUIET** street is more a risk of horrible things to happen. Not to mention what this will do to our property value, raise or lower is not good. We live on a quiet road, we do not want to become a traffic short cut road.

You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.





# Notice of Public Hearing

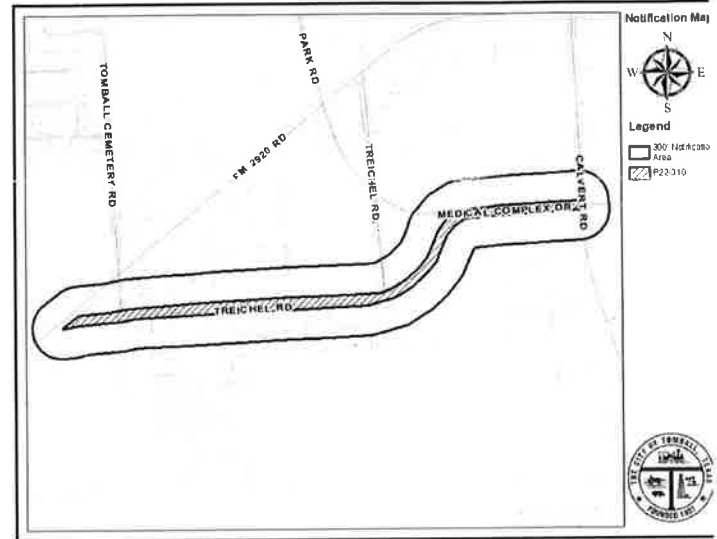
**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-310

**APPLICANT/OWNER:** Louis Smith

**LOCATION:** 1.05 mile segment of Medical Complex Drive extending east-west from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920

**PROPOSAL:** Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.



**CONTACT:** Jared Smith, City Planner  
**PHONE:** (281) 290-1491  
**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

**Planning & Zoning Commission  
Public Hearing:  
Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, October 17, 2022 @ 6:00 PM**

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

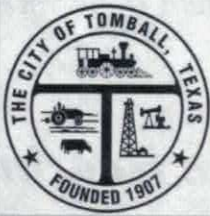
Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department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

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**

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

Also with this will probably come road widening, which will take out the front of my drive. Also the families properties besides mine that will be effected. This Move is completely unacceptable and we are beside ourselves at this proposal. Please do NOT Do this





# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:  
City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Louis Smith

(please print)

Address:

800 Wilcrest Dr. Ste 245

Houston, TX 77042

Signature:

[Handwritten Signature]

Date:

10-10-22

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

### COMMENTS:

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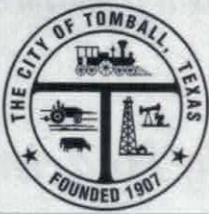
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You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Louis Smith

(please print)

Address:

800 Wilcrest Dr. Ste 245

Houston, TX 77042

Signature:

*[Handwritten Signature]*

Date:

10/10/22

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

### COMMENTS:

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You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 10, 2022  
&  
CITY COUNCIL  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 10, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 17, 2022 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case P22-309:** Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**Case P22-310:** Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

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Jared Smith  
City Planner

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve the Minutes of the following Meetings:

- October 17, 2022 Regular Tomball City Council Meeting
- November 1, 2022 Special Tomball City Council Meeting

**Background:**

**Origination:** City Secretary

**Recommendation:**

Approve

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Doris Speer 11-1-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



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



**Monday, October 17, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 17, 2022, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via personal attendance and video/telephone conference.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 6:00 p.m.

**PRESENT**

Council 1 John Ford  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**ABSENT**

Council 2 Mark Stoll

**OTHERS PRESENT**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Tapscott  
Marketing Manager – Sasha Smith  
Fire Chief – Joe Sykora  
Sr. Administrative Assistant-CSO – Sasha Luna  
Police Captain-Investigations – Ricky Doerre  
IT Manager – Doug Tippey  
Court Administrator – Maria Morris  
Assistant Court Clerk – Carlos Vera  
Project Manager - Meagan Mageo  
Community Center Manager – Rosalie Dillon  
Executive Director-TEDC – Kelly Violette

B. Invocation - Led by Pastor Greg Sipe, Church 1:37

C. Pledges to U.S. and Texas Flags – Led by Latrell Shannon.

D. The following public comments were received:

- |  |   |  |
|--|---|--|
| Tom Weatherford<br>20203 Mahogany Ridge Dr., 77355 | - | Expressed his opinions regarding the new pickleball reservation requirements               |
| Michael Pierce<br>13607 Arcott Bend, 77375         | - | Expressed his opinions regarding an outdoor art market                                     |
| Sharon Finger<br>13215 Lost Creek, 77375           | - | Expressed her opinions regarding the new pickleball reservation requirements               |
| Colleen Pye<br>207 Florence, 77375                 | - | Expressed her opinions regarding an outdoor art market                                     |
| Molly Middlebrook<br>619 N. Hickory, 77375 (email) | - | Requested that her opinions regarding the new pickleball reservation requirements be read. |
| Toni Fletcher<br>200 Fannin, 77375                 | - | Expressed her opinions regarding an outdoor art market                                     |

E. Presentations

1. Mayor Klein Quinn presented the following Proclamation – October 2022 is ***“Chiropractic Health Month”*** to Dr. Pettit
2. Tomball Regional Health Foundation presented a Grant Check, in the Amount of \$19,902.38, to Joe Sykora and Ricky Doerre, on behalf of the Tomball Fire Department and the Tomball Police Department, to Purchase Go-Bags Containing Emergency Medical Supplies

F. Reports and Announcements

1. Announcements
  - I. October 22, 2022 – ***Bluegrass and Fall Festival*** at the Depot – 11:00 a.m.-6 p.m.
  - II. November 18, 2022 – ***Light it Up! Tree Lighting – 6:30 p.m.-8:30 p.m.,*** at the Depot

- III. November 19, 2022 – **Holiday Parade** – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce
  - IV. December 3, 2022 – **Deck the Depot** – Depot Plaza
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- I. Doug Tippey and Maria Morris introduced Assistant Court Clerk Carlos Vera of the Tomball Municipal Court, who has completed all the requirements for Level 1 of the Texas Court Clerk Certification program, awarded on 7/11/2022.
  - II. Ricky Doerre and Joe Sykora reported on the Success of the **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection.**
  - III. Councilman Townsend requested that City Staff look at pickleball as amenities in future PIDs

G. Approval of Minutes

- 1. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to approve the Minutes of the following Meetings:
  - \* October 3, 2022 Tomball City Council Meeting – 4 p.m.
  - \* October 3, 2022 Tomball City Council Meeting – 5 p.m.
  - \* October 3, 2022 Regular Tomball City Council Meeting

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

H. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

- 1. Adopt, on Second Reading, Ordinance No. 2022-30, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.287248/\$100 Value Assessed for the Year 2022 on All Taxable Real and Personal Property Located in the City of

Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

2. Adopt, on Second Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters
3. Adopt, on Second Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin, to approve Items H.1, H.2, and H.3, Old Business Consent Agenda.  
Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- I. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

Items I.1, I.2 and I.5 were removed from approval under the New Business Consent Agenda at the request of Council.

3. Approve the purchase of one (1) PC35MR-5 Excavator and associated attachments from Waukesha-Pearce Industries, LLC through the Houston-Galveston Area Council Cooperative Purchasing Contract (Contract No. EM06-19) for a not-to-exceed amount of \$60,100.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase is included in the FY 2022-2023 Budget.
4. Approve the purchase of one (1) Vermeer BC1000XL Chipper from Vermeer Texas-Louisiana through the BuyBoard Contract (Contract No. 597-19) for a not-to-exceed amount of \$54,303.00, approve the expenditure of funds therefor, and

authorize the City Manager to execute any and all documents related to the purchase. This purchase is included in the FY 2022-2023 Budget.

6. Approve the purchase of two (2) F-250 Crew Cab Trucks from Chastang Ford through the BuyBoard purchasing contract (Contract No. 601-19) for a not-to-exceed amount of \$117,204, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to approve Items I.3, I.4 and I.6.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion to approve Items I.3, I.4 and I.6 carried unanimously.

#### J. New Business

- NBCA1. Motion made by Council 5 Parr, Seconded by Council 3 Dunagin, to approve the Purchase of the Verity Voting 2.5 System election equipment from Hart Intercivic through the Buyboard Purchasing Cooperative (Contract No. 622-20) for a not to exceed amount of \$63,543.09, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase was included in the FY 2022-2023 Budget.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- NBCA2. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Resolution No. 2022-49, a Resolution and Order of the City Council of the City of Tomball, Texas, Approving the Hart Intercivic Verity Voting 2.5 System Equipment for Elections Held by the City of Tomball; and Providing for an Effective Date. This item is budgeted in FY 2022-23.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.



NBCA5. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to approve the purchase of one (1) John Deere 6105E Cab Tractor from Brookside Equipment Sales through the Sourcewell Ag Tractors Contract (Contract No. 110719-JDC PG 1P CG 70) for a total amount of \$72,899.20. This purchase is included in the FY 2022-2023 Budget.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve Request from Concordia Lutheran High School for City Support and In-Kind Services for the *Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball, on Saturday, February 11th, 2023

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

2. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Resolution Number 2022-47, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Winfrey Estates Public Improvement District Number 12

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

3. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to approve Resolution Number 2022-48, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Seven Oaks Public Improvement District Number 14

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

4. Consideration to Approve Zoning Case P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by

rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

\* Conduct Public Hearing on **Zoning Case P22-213**

Mayor Klein Quinn called the Public Hearing to order at 6:52 p.m.

The following public comment was received:

Jeff Yuna - Expressed his support for the zoning  
37123 Chris Court, 77355 change

Receiving no additional public comments, Mayor Klein Quinn closed the Public Hearing at 6:55 p.m.

\* Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to read Ordinance No. 2022-18 by caption only on first reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to adopt, on First Reading, Ordinance No. 2022-18, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

5. Consideration to Approve Zoning Case P22-309: Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

\* Conduct Public Hearing on **Zoning Case P22-309**

Mayor Klein Quinn called the Public Hearing to order at 7:06 p.m.

The following public comments were received:

- |   |   |  |
|---|---|--|
| Paul Mladenka<br>1631 S. Persimmon, 77375   | - | Expressed his opposition to the zoning change  |
| Kelly Violette<br>29201 Quinn Road, Suite B | - | Expressed TEDC's support for the zoning change |
| Tom Condon<br>31903 Debbie Lane, 77355      | - | Expressed his support for the zoning change.   |

Receiving no additional public comments, Mayor Klein Quinn closed the Public Hearing at 7:30 p.m.

- \* Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to read Ordinance No. 2022-38 by caption only on first reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Council took no action regarding consideration to adopt, on First Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential -20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of

violation of any provision hereof, making findings of fact; and providing for other related matters

No action taken.

6. Consideration to Approve Zoning Case P22-310: Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball's Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the **proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.**

- \* Conduct Public Hearing on **Zoning Case P22-310**

Mayor Klein Quinn called the Public Hearing to order at 8:16 p.m.

The following public comments were received:

Caitlin Craig 15633 Treichel Rd, 77375	-	Expressed her support for the zoning change
Louis Smith 22316 Kobs Rd, 77377	-	Expressed his support for the zoning change.

Receiving no additional public comments, Mayor Klein Quinn closed the Public Hearing at 8:30 p.m.

- \* Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to read Ordinance No. 2022-39 by caption only on first reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- \* Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to adopt, on First Reading, Ordinance No. 2022-39, an ordinance of the City of Tomball, Texas, amending the City of Tomball's Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being

the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 4 Townsend, Sr., Council 5 Parr  
Voting Nay: Council 3 Dunagin

Motion carried, 3 votes Yea, 1 vote Nay.

7. Confirm/Appoint/Reappoint Member to Director Position 7 for the 2022 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws

No action taken.

8. Discussion and Possible Action regarding Developing a Project for a Future Downtown Tomball Advisory Committee

No action taken.

- K. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adjourn.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned at 8:53 p.m.

PASSED AND APPROVED this the 7<sup>th</sup> day of November 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Lori Klein Quinn  
Mayor



**MINUTES OF SPECIAL JOINT COUNCIL & TEDC MEETING  
CITY OF TOMBALL, TEXAS**



**Tuesday, November 1, 2022  
5:00 PM**

The City Council of the City of Tomball, Texas, and the Tomball Economic Development Corporation conducted the meeting scheduled for November 1, 2022, 5:00 PM, at 401 Market Street, Tomball, Texas 77375, via personal attendance and video/telephone conference.

- A. Mayor Klein Quinn called the meeting of the Tomball City Council and the Tomball Economic Development Corporation to order at 5:00 p.m. A quorum of TEDC was not present.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 5 Randy Parr

**ABSENT**

Council 4 Derek Townsend, Sr. - Excused

**TEDC-PRESENT**

Director – Bill Sumner, Jr.  
Director – Chad Degges  
Executive Director-TEDC – Kelly Violette

**OTHERS PRESENT**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
Director of Community Development – Nathan Dietrich  
Assistant City Secretary – Tracy Garcia  
Sr. Administrative Assistant-CSO – Sasha Luna  
Public Works Director – Drew Huffman

- B. Public Comments and Receipt of Petitions

Councilman Ford read public comments from Tom Conklin into the record, thanking the City for work performed by City crews to clean up property on Belmont to remediate the drainage.

C. New Business

1. The Tomball City Council and City Staff entered into a Workshop to receive presentation, hold discussion and provide staff direction for the following purposes:

- Amend the code of ordinances regarding development standards
- Resources for Brush Disposal
- 2920 Public Hearing Update and review

The following individuals spoke:

- |   |   |   |
|---|---|---|
| Matthew Martinez<br>29514 Liberty Lane, 77375 | - | Expressed his opposition to Costco, future development in Tomball. City should own/sell all land. |
| Paul Mladenka<br>1631 S. Persimmon, 77375     | - | Expressed his opposition to tree removal; require 8-ft. cinderblock fence at developer's expense. |

Public meeting will be held on Tuesday, December 6, 2022 to receive public input regarding 2920 development.

Direction was given to staff; no action taken.

2. Consideration to Approve Zoning Case P22-309: Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

- \* Conduct Public Hearing on **Zoning Case P22-309**

The Public Hearing was held on October 17, 2022.

On 10/17/2022: Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to read Ordinance No. 2022-38 by caption only on first reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

The following individuals spoke:

- Chad Degges - Expressed his support for the zoning change, on behalf of TEDC  
29602 Imperial Creek, 77375
- Paul Mladenka - Expressed his desire for additional buffers; 8-ft. cinderblock fence; Council decide zoning case before changing zoning ordinance.  
1631 S. Persimmon, 77375
- Brenda Mladenka - Expressed her opposition to the zoning change.  
1631 S. Persimmon, 77375
- Bill Sumner - Expressed his support for the zoning change, on behalf of TEDC, and opposition to cinderblock fence.  
12321 Zion, 77375

- \* Motion made by Council 2 Stoll, Seconded by Council 5 Parr, to adopt, on First Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential -20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

- D. Motion made by Council 1 Ford, Seconded by Council 2 Stoll, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Absent: Council 4 Townsend, Sr.

Motion carried unanimously.

Meeting adjourned at 7:44 p.m.

PASSED AND APPROVED this the 7<sup>th</sup> day of November 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Lori Klein Quinn  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve the purchase of budget software from Questica Ltd. for a not-to-exceed amount of \$112,874.81 over a five (5) year term, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchase is included in the FY 2022-2023 Budget.

**Background:**

Staff evaluated multiple budget software options and determined that Questica Ltd. provided the best functionality and value. The budget software that Questica Ltd. provides is proprietary and is considered sole source for purchasing purposes.

The five (5) year contract totals \$112,874.81 includes the implementation and annual subscription costs.

Year 1 – Implementation and annual subscription	\$24,625.00
Year 2 – Annual subscription, maintenance, and support	\$20,475.00
Year 3 – Annual subscription, maintenance, and support	\$21,498.75
Year 4 – Annual subscription, maintenance, and support	\$22,573.69
Year 5 – Annual subscription, maintenance, and support	\$23,702.37
<b>TOTAL</b>	<b>\$112,874.81</b>

**Origination:** Finance Director

**Recommendation:**

Staff recommends approving the purchase of budget software from Questica Ltd.as appropriated in the Fiscal Year 2022-2023 Budget.

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, Finance Director

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 100-117-6320

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Katherine Tapscott, CPA 10.31.2022 Approved by \_\_\_\_\_  
 Staff Member Date City Manager Date



City of Tomball, TX  
Finance Department  
401 Market Street  
Tomball, TX 77375

**To:** Katherine Tapscott, CPA, Finance Director  
**From:** Russell Bews, Senior Account Executive  
**Date:** October 17, 2022  
**RE:** Sole Source Designation for Questica

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Dear Katherine,

As it pertains to the Questica Budget software solution, Questica hereby confirms that we are the sole source for our software and implementation services for our software.

Questica will provide a software subscription for our budget software as part of the agreed-upon contract. Questica Budget is a proprietary software product of Questica, and any software, implementation, maintenance, and support services can only be provided by Questica. No other vendor is authorized to provide service or maintenance for this propriety product.

Sincerely,

*R. Bews*

**Russell Bews**  
Senior Account Executive – Questica Software Ltd.  
[rbews@questica.com](mailto:rbews@questica.com)  
1.877.707.7755 x 4408  
1.289.242.0830  
[www.questica.com](http://www.questica.com)



## QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made November 7, 2022 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and (“**City of Tomball**”), including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

### 1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**,” “**Our**,” “**Questica Inc.**,” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You**,” “**Your**,” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

### 2. PROVISION OF SERVICES

**2.1 Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

**2.2 Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**2.3 User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

**2.4 Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

**2.5 Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

**2.6 Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

### **3. USE OF THE SERVICES**

**3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

**3.2 Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

**3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

### **4. FEES AND PAYMENTS FOR SERVICES**

**4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

## 6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

## 7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. MUTUAL INDEMNIFICATION

- 8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States’ registered patents, copyrights or trade-mark rights of a third party (a “**Claim Against You**”), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control



of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

**8.2 Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

**8.3 Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

## 9. LIMITATION OF LIABILITY

**9.1 Limitation of Liability.** NEITHER PARTY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 10. TERM AND TERMINATION

**10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

**10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

**10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.4 Termination for Convenience.** Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms agreed to by the Parties. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

**11. NOTICES, GOVERNING LAW AND JURISDICTION**

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties’ project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a “**Business Day**” means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

**11.3 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

**11.4 Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

## **12. GENERAL PROVISIONS**

**12.1 Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.3 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**12.4 Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

**12.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**12.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.7 Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

**12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement.

**CITY OF TOMBALL**

**QUESTICA LTD.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

I have authority to bind the organization

I have authority to bind the organization



**APPENDIX A – Order Form**

## Questica Budget Order Form

Quotation ID#: City of Tomball TX – October 17, 2022

Description	Qty	Total
<b>Questica Budget Framework – All Modules</b>		
Operating Licenses	Unlimited	
Personnel Planning & Budgeting Licenses	Unlimited	
Capital Licenses	Unlimited	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
<b>Questica Annual Software Subscription (Including maintenance, support, and hosting)</b>		<b>\$19,500.00 \$14,625.00</b>
<b>Professional Services (Per Scope of Work)</b>		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
<b>Total Questica Professional Services (one-time fee)</b>		<b>\$10,000.00</b>
<b>Grand Total Year 1</b>		<b>\$24,625.00</b>

## Pricing Notes

Quotation ID#: City of Tomball TX – October 17, 2022

Pricing valid through: November 30, 2022

- Questica annual subscription is based on a 5-year term
- Questica year 1 subscription fee is discounted to \$14,625.00
- Questica will apply a 5% inflationary increase beginning in year 2
- Questica Annual fees
  - Year 1 is \$24,625.00 (SaaS and Professional Services)
  - Year 2 is \$20,475.00 (includes 5% increase)
  - Year 3 is \$21,498.75 (includes 5% increase)
  - Year 4 is \$22,573.69 (includes 5% increase)
  - Year 5 is \$23,702.37 (includes 5% increase)
  - Total 5 Year contract is \$112,874.81
- Pricing is not applicable in response to a formal RFP Process
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment:**
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30)

Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$225/hr.

## APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
  - II. Restoring a database backup required because of a Subscriber error
  - III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally (“Updates”) but excluding any New Product (a “New Product” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
  - II. New applications
  - III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

## System Hosting

### Server

#### *Production & Test Instances of Questica Budget*

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the “production” system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

#### *Production Instance of OpenBook*

Questica will install a single instance of OpenBook in a cloud hosted environment.

### Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft’s web site for self-serve (“ad hoc”) reporting.

## Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

### Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the “PM”, to lead the implementation on Questica’s behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out “off-site” and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica’s PM are as follows:

- a) Coordinate the development of the project timeline with The Customer’s project manager.
- b) Ensure the timely execution of Questica’s deliverables.
- c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
- d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.
- e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
- f) Track and communicate issues through an “issue log”.
- g) Author, and coordinate the approval of, change orders.



## The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

- a) Act as primary communication point with the Questica PM.
- b) Provide definitive responses to the Questica PM on all decision points.
- c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
- d) Advise the Questica PM of expected completion dates for these tasks.
- e) Ensure that implementation training material is reviewed in a timely manner.
- f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
- g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
- h) Approve (sign-off) on Questica deliverables.
- i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

## Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

## Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

# Scope of Implementation Services

## Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

## Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	<p>Configuration and data import of the following Questica standard data structures:</p> <ul style="list-style-type: none"> <li>• Division/Department hierarchy.</li> <li>• Fund Categories and Funds.</li> <li>• Account Categories and Expense and Revenue GL Accounts.</li> <li>• Other COA dimensions.</li> </ul> <p>Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.</p>	<p>In scope:</p> <p>All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.</p>
Budget Process Configuration	<p>Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes.</p> <p>The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval.</p> <p><i>The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.</i></p>	<p>In scope:</p> <p>Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.</p>
Application Level Security	<p>Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process.</p> <p><i>The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.</i></p>	<p>In scope:</p> <p>It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.</p>
Project Management, Configuration & Analysis	<p>The fixed price cost includes overhead of project management and analysis by the PM during implementation.</p> <p><i>Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.</i></p>	<p>In scope:</p> <p>Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.</p>

## Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	<p>Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> <li>• Create Costing Centers (for each historical and current/future budget year to be loaded).</li> <li>• Add Costing Centers to Departments.</li> <li>• Associate Costing Centers with Funds.</li> <li>• Define Budget Promotion Stages.</li> </ul>	In scope
Import Budgets	<p>Import multiple years of Operating budget:</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Costing Center level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
<b>Integrations</b>		
Budget Export Integration	<p>Interface to export the adopted budget from Questica into The Customer's general ledger system.</p> <p>Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	<p>Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p> <p><i>* If this integration is required, then please discuss adding this for a one-time set-up fee.</i></p>	Not in scope
GL Actuals Import Integration	<p>Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger</p>	In scope: 1 point of actuals import integration.

	<p>system. This interface can be automated to run on a schedule.</p> <p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p> <ol style="list-style-type: none"> <li>1. AccountStructure</li> <li>2. TransactionDate</li> <li>3. Amount</li> </ol> <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget’s format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
<b>Optional Features</b>	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If “Not in scope” then these features are not part of the purchased Questica package.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	<p>In scope:</p> <p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.</p>
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>

## Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		
The Questica Personnel module is not loaded or used for <b>historical</b> fiscal years. It will be configured only for one fiscal year which should be either: <ul style="list-style-type: none"> <li>• Current fiscal year: The Customer will be able to verify the structure by “publishing” the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year.</li> <li>• New budget year (first year for which a new budget is being built using Questica).</li> </ul> Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).	In scope
Configure Benefits (“Modifiers”)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p><i>*While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p>	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.
Import Position/Costing Center Allocations	<p>Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.</p>	In scope



## Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
<b>Configuration &amp; Initial Data Load</b>		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Capital Projects	<p>Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> <li>• Create Projects (including closed projects where historical budget is being loaded).</li> <li>• Add Projects to the list of Departments that are consistent with, and shared by, the Operating module.</li> <li>• Define Project Promotion Stages.</li> </ul> <p>The configuration data may optionally contain data to:</p> <ul style="list-style-type: none"> <li>• Define Asset Categories &amp; Asset Types.</li> <li>• Define a Single Set of Project Ranking Metrics.</li> </ul>	In scope
Import Budgets	<p>Import multiple years of Capital budget:</p> <ul style="list-style-type: none"> <li>• Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Project level.</li> </ul> <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
<b>Integrations</b>		
Budget Export Integration	<p>Interface to export the adopted budget from Questica into The Customer's general ledger or project control system.</p> <p>Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	<p>Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	Not in scope
Actuals Import Integration	Interface to copy financial Actuals into the Questica Capital module from The Customer's general ledger or project	In scope: 1 point of actuals import integration.

	<p>control system. This interface can be automated to run on a schedule.</p> <p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p> <ol style="list-style-type: none"> <li>4. AccountStructure</li> <li>5. TransactionDate</li> <li>6. Amount</li> </ol> <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
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**Performance Measures Module**

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
<b>Configuration &amp; Initial Data Load</b>		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica

		PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.
<b>Integrations</b>		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals.  <i>*If a custom integration is required then please discuss adding this for a one-time set-up fee.</i>	Not in scope

## OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	<ul style="list-style-type: none"> <li>Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources.</li> <li>Assistance in determining initial set of visualizations.</li> <li>Review the editing and publishing of datasets from Questica Budget to OpenBook.</li> <li>Determination of non-Questica Budget data sources.</li> </ul>	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: <ul style="list-style-type: none"> <li>Budget</li> <li>Actual</li> <li>Budget vs Actual</li> </ul>	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

## Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session.  This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session.  This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Capital module is delivered in one "live" training session.  This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope
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## Customizations

### Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

### Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

### Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

### Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

**END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT**



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve the purchase of four (4) Ford F-150 Crew Cab Trucks from Silsbee Ford through the TIPS USA Automobiles Contract (Contract No. 210907) for a not-to-exceed amount of \$176,841.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.

**Background:**

The purchases are being made through The Interlocal Purchasing System (TIPS) purchasing cooperative contract and will be funded from allocated appropriations as part of the adopted Fiscal Year 2022-2023 Budget. These purchases are for the replacement of three (3) existing vehicles along with a purchase of one (1) new vehicle that is needed for the new Construction Inspector position. Once approved, these vehicles will be purchased from Silsbee Ford for a total amount of \$176,841.00.

Description	Amount	Purchasing Cooperative	Department	Purchase Type
2022 F-150 4x4 Crew Cab	\$46,127.25	TIPS USA 210907 Automobiles	Public Works Admin.	New
2022 F-150 4x2 Crew Cab	\$43,571.25	TIPS USA 210907 Automobiles	Permits & Inspections	Replacement
2022 F-150 4x2 Crew Cab	\$43,571.25	TIPS USA 210907 Automobiles	Permits & Inspections	Replacement
2022 F-150 4x2 Crew Cab	\$43,571.25	TIPS USA 210907 Automobiles	Gas	Replacement
<b>TOTAL</b>	<b>\$176,841.00</b>			

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the purchase of four (4) F150 Crew Cab Trucks from Silsbee Ford as appropriated in the Fiscal Year 2022-2023.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Director of Public Works

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_

If yes, specify Account Number: # Multiple

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Drew Huffman 10/31/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** CITY OF TOMBALL

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM

**Product Description:** FORD F150 CREW CAB

**Date:** September 30, 2022

**A. Bid Item:** \_\_\_\_\_

**A. Base Price:** \$ **26,123.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1C	2023 FORD F150 CREW CAB 4X2 5.5' 145 W	\$ 13,995.00	101A	XL EQUIPMENT GROUP	\$ 170.00
995	5.0L V8	\$ 2,335.00			
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	
64F	WHEELS 17' PAINTED ALUM	\$ -		CRUISE	
86F	XL CHROME APPERANCE PACKAGE	\$ 395.00		REVERSE SENSING	
17C	CHROME FRONT BUMPER	\$ -			
595	FOG LAMPS W/ BLACK BEZ	\$ -			

**Total of B. Published Options:** \$ **16,895.00**

**Published Option Discount (5%):** \$ **(145.00)**

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	
		INTERIOR: CLOTH	
		**WILL NEED TO CHANGE OPTIONS	
		FROM FORD ONCE PO IS RECEIVED**	

**Total of C. Unpublished Options:** \$ **-**

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ **-**

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

\$ **350.00**

**F. Contract Price Adjustment:** \_\_\_\_\_

\$ **-**

**G. Additional Delivery Charge:** 199

\$ **348.25**

**H. Subtotal:**

\$ **43,571.25**

**I. Quantity Ordered** 3 **x H =**

\$ **130,713.75**

**J. Trade in:** \_\_\_\_\_

\$ **-**

**K.**

\$ **-**

**L. Total Purchase Price**

\$ **130,713.75**



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** CITY OF TOMBALL

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** FORD F150 CREW CAB

**Date:** October 5, 2022

**A. Bid Item:** \_\_\_\_\_

**A. Base Price:** \$ **36,584.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1E	2023 FORD F150 CREW CAB 4X4 5.5' 145 W	\$ 5,995.00	101A	XL EQUIPMENT GROUP	\$ 170.00
995	5.0L V8	\$ 2,335.00			
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	
64F	WHEELS 17' PAINTED ALUM	\$ -		CRUISE	
86F	XL CHROME APPERANCE PACKAGE	\$ 495.00		REVERSE SENSING	
17C	CHROME FRONT BUMPER	\$ -			
595	FOG LAMPS W/ BLACK BEZ	\$ -			

**Total of B. Published Options:** \$ **8,995.00**

**Published Option Discount (5%):** \$ **(150.00)**

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	
		INTERIOR: CLOTH	
		**WILL NEED TO CHANGE OPTIONS	
		FROM FORD ONCE PO IS RECEIVED**	

**Total of C. Unpublished Options:** \$ **-**

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ **-**

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

\$ **350.00**

**F. Contract Price Adjustment:** \_\_\_\_\_

**G. Additional Delivery Charge:** 199

\$ **348.25**

**H. Subtotal:**

\$ **46,127.25**

**I. Quantity Ordered** 1 **x H =**

\$ **46,127.25**

**J. Trade in:** \_\_\_\_\_

\$ **-**

**K.**

**L. Total Purchase Price**

\$ **46,127.25**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve the purchase of one (1) Ford F-150 Crew Cab Truck and two (2) Ford Police Interceptors from Silsbee Ford through the TIPS USA (Contract No. 210907) for a not-to-exceed amount of \$130,945.50, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.

**Background:**

The purchases are being made through The Interlocal Purchasing System (TIPS) purchasing cooperative contract and will be funded from allocated appropriations as part of the adopted Fiscal Year 2022-2023 Budget. These purchases are for the replacement of two (2) existing vehicles along with a purchase of one (1) new vehicle that is needed for new police officers. Once approved, these vehicles will be purchased from Silsbee Ford for a total amount of \$130,945.50.

Description	Amount	Purchasing Cooperative	Department	Purchase Type
2022 F-150 4x2 Crew Cab	\$41,353.00	TIPS USA 210907	CSI	Replacement
2022 Ford Police Interceptor Utility	\$44,796.25	TIPS USA 210907	Patrol	Replacement
2022 Ford Police Interceptor Utility	\$44,796.25	TIPS USA 210907	Patrol	New
<b>TOTAL</b>	<b>\$130,945.50</b>			

**Origination:** Police Department

**Recommendation:**

Staff recommends approving the purchase of the vehicles as appropriated in the Fiscal Year 2022-2023.

**Party(ies) responsible for placing this item on agenda:** Jeff Bert, Police Chief

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # Multiple

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Jeff Bert, Police Chief 10/31/2022 Approved by \_\_\_\_\_  
 Staff Member Date City Manager Date





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**PRODUCT PRICING SUMMARY**  
**TIPS USA 210907 Automobiles**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TOMBALL PD Prepared by: SETH GAMBLIN  
 Contact: \_\_\_\_\_ Phone: 512.436.1313  
 Email: \_\_\_\_\_ Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM  
 Product Description: FORD F150 CREW CAB Date: September 19, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **26,123.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1C	2023 FORD F150 CREW CAB 4X2 5.5' 145 W	\$ 13,995.00	101A	XL EQUIPMENT GROUP	\$ 170.00
99B	3.3L V6	\$ -			
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	
64F	WHEELS 17' PAINTED ALUM	\$ -		CRUISE	
86F	XL CHROME APPERANCE PACKAGE	\$ 395.00		REVERSE SENSING	
17C	CHROME FRONT BUMPER	\$ -			
59S	FOG LAMPS W/ BLACK BEZ	\$ -			

Total of B. Published Options: \$ **14,560.00**

Published Option Discount (5%) \$ **(28.25)**

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	
		INTERIOR: CLOTH	
		**WILL NEED TO CHANGE OPTIONS	
		FROM FORD ONCE PO IS RECEIVED**	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 199 \$ **348.25**

H. Subtotal: \$ **41,353.00**

I. Quantity Ordered 1 x H = \$ **41,353.00**

J. Trade in: \_\_\_\_\_ \$ -

K. \_\_\_\_\_

L. Total Purchase Price \$ **41,353.00**



23-170 ÷ 23-178

**PRODUCT PRICING SUMMARY**  
**TIPS USA 210907 AUTOMOBILES**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TOMBALL PD  
 Contact: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Product Description: FORD POLICE INTERCEPTOR UTILITY

Prepared by: SETH GAMBLIN  
 Phone: 512.436.1313  
 Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM  
 Date: October 3, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **33,326.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	\$ 9,995.00	76R	REVERSE SENSING SYSTEM	\$ 275.00
99B	3.3L V6 DIRECT-INJECTION ENGINE	\$ -			
86T	TAIL LAMP/POLICE HOUSING	INC			
17A	AUX AIR	\$ 610.00			
55F	KEY FOB	\$ 340.00			
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00			
61B	OBD-II SPLITTER	\$ 55.00	87R	Rear View Camera In Mirror	N/C

Total of B. Published Options: \$ **11,325.00**

Published Option Discount (5%) \$ **(278.00)**

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR-BLACK UM	
		INTERIOR- 96	
		UNITS ON ORDER **	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 250.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 99 \$ 173.25

H. Subtotal: \$ 44,796.25

I. Quantity Ordered 2 x H = \$ 89,592.50

J. Trade in: \_\_\_\_\_ \$ -

K. \_\_\_\_\_

L. Total Purchase Price \$ **89,592.50**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve the purchase of public safety uniforms from Impact Promotional Services, d.b.a Got You Covered Workwear and Uniforms through the BuyBoard Cooperative Purchasing Network (Contract #670-22) for a not-to-exceed amount of \$125,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2022-2023 Budget.

**Background:**

The purchases are being made through The BuyBoard Cooperative Purchasing Network purchasing cooperative contract and will be funded from allocated appropriations as part of the adopted Fiscal Year 2022-2023 Budget. The annual purchase is for Police and Fire uniforms that are purchased throughout the fiscal year. Both the Fire and Police Departments purchase uniform items from this vendor including but not limited to:

- |   |  |
|---|--|
| 1. Uniform Shirts   | 10. Badges   |
| 2. Uniform T-Shirts   | 11. Collar Brass   |
| 3. Uniform Pants  | 12. Duty Gear (ie: holsters, handcuff cases, belts, magazine carriers) |
| 4. Baseball Caps  | 13. Honor Guard Uniforms   |
| 5. Shorts   | 14. Patches  |
| 6. Boots  | 15. Batons   |
| 7. Dress Uniforms including hats, coats, shirts, pants, shoes | 16. OC Spray   |
| 8. Protective Vests   | 17. Rain Coats   |
| 9. Name Tags  | 18. Traffic Vests  |

**Origination:** Fire Department

**Recommendation:**

Staff recommends approving the purchase of public safety uniforms from Impact Promotional Services, d.b.a Got You Covered Workwear and Uniforms as appropriated in the Fiscal Year 2022-2023.

**Party(ies) responsible for placing this item on agenda:** Joe Sykora, Fire Chief

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 100-XXX-6107  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Joe Sykora 10/31/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

4/28/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey  
Got You Covered Work Wear & Uniforms  
1212 E Lancaster Ave  
Fort Worth, Texas 76102

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



4/29/2022

Sent Via Email: rhonda@gycuniforms.com

Rhonda L Harvey  
Got You Covered Work Wear & Uniforms  
1212 E Lancaster Ave  
Fort Worth, TX 76086

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

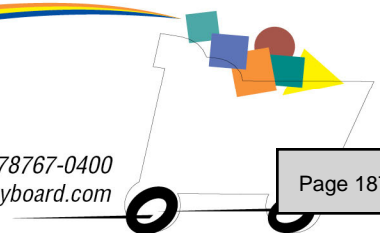
A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021







**PROPOSER’S ACCEPTANCE AND AGREEMENT**

**Proposal Invitation Name:** Uniforms and Accessories

**Proposal Due Date/Opening Date and Time:**  
December 16, 2021, at 4:00 PM

**Proposal Invitation Number:** 670-22

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Term:** June 1, 2022, through May 31, 2023, with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2022

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

Impact Promotional Services LLC  
/dba Got You Covered Work Wear & Uniforms  
Name of Proposing Company

12/7/2021  
Date

1212 E Lancaster Ave  
Street Address

*Rhonda L Harvey*  
Signature of Authorized Company Official

Fort Worth Texas 76102  
City, State, Zip

Rhonda L Harvey  
Printed Name of Authorized Company Official

817 336 0692 ext 111  
Telephone Number of Authorized Company Official

Director Sales & Operations  
Position or Title of Authorized Company Official

817 549 3911  
Fax Number of Authorized Company Official

75-2926987  
Federal ID Number



## **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

### **INSTRUCTIONS:**

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

### **PROPOSAL ACKNOWLEDGEMENTS**

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** QLH



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Initial: *RLH*



## RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Impact Promotional Services LLC /dba Got You Covered Work Wear & Uniforms	1212 E Lancaster Ave	
Company Name	Address	
Fort Worth	TX	76102
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes     No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes
- No

Initial: QJH

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## **NO BOYCOTT VERIFICATION**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: *QJA*

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## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

- My company has **NOT** been certified as a HUB.

## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: ATL





## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: *RDH*

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## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

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Initial: RLA



## **VENDOR CONSENT FOR NAME BRAND USE**

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### **OPT OUT:**

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: *RLH*



## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*

Initials *Q174*  
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**B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_  
\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**YES**, I agree.  **NO**, I do not agree.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

**YES**, I agree.  **NO**, I do not agree.

Initial: *QJH*





**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**YES**, I agree.  **NO**, I do not agree.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [beta.sam.gov](http://beta.sam.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**YES**, I agree.  **NO**, I do not agree.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**YES**, I agree.  **NO**, I do not agree.



**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**YES**, I agree.  **NO**, I do not agree.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**YES**, I agree.  **NO**, I do not agree.

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**YES**, I agree.  **NO**, I do not agree.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**YES**, I agree.  **NO**, I do not agree.

Initial: *RLA*

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**YES**, I agree.  **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor’s products, including whether goods, products, or materials are produced in the United States.

**YES**, I agree.  **NO**, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

**YES**, I agree.  **NO**, I do not agree.

**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

**YES**, I agree.  **NO**, I do not agree.

**14. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**YES**, I agree.  **NO**, I do not agree.

Initials *QLH*  
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## **COMPLIANCE FORMS SIGNATURE PAGE**

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Impact Promotional Services LLC  
/dba Got You Covered Work Wear & Uniforms

Company Name

*Rhonda L Harvey*

Signature of Authorized Company Official

Rhonda L Harvey, Director Sales & Operations

Printed Name and Title

12/7/2021

Date



## **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

### **INSTRUCTIONS:**

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

### **VENDOR BUSINESS NAME**

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

**Name of Proposing Company:** Impact Promotional Services LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**     Individual/Sole Proprietor     Corporation     Limited Liability Company     Partnership  
 Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): Texas

**Federal Employer Identification Number:** 75-2926987  
*(Vendor must include a completed IRS W-9 form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

dba Got You Covered Work Wear & Uniforms



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**IMPACT PROMOTIONAL SERVICES, LLC**

2 Business name/disregarded entity name, if different from above

**DBA GOT YOU COVERED WORK WEAR & UNIFORMS**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**1212 E LANCASTER AVENUE**

6 City, state, and ZIP code

**FORT WORTH, TX 76102**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
7	5	-	2	9	2	6	9	8	7

## Part II Certification

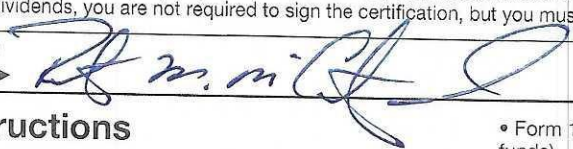
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 3/4/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or capital gains)
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





## VENDOR CONTACT INFORMATION

*Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).*

## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ \$500,000. (The period of the 12-month period is Jan 2021/ Dec 2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcwell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other Texas Share November 2021	Y		Uniforms Duty Gear

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** 15%

**Proposed Discount (%):** 15% All GYC Products

**Explanation:** Current offer 15% select brands, New Offer All GYC Brand List at 15% off List price



### **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. Fort Worth, City of	Alma Izaguirre	817-392-6825	alma.izaguirre@fortworthtexas.gov	0-20%	500 units or more
2. Grand Prairie, City of	Crystal Payton	972-237-8790	cpayton@gptx.org	0-20%	500 units or more
3. North Texas Toll Authority	Babette Marchetti	214-224-2331	bmarchetti@ntta.org	0-25%	500 units or more
4. UNT Health Science Center	Jospeh Killingsworth	817-735-2210	joseph.killingsworth@unthsc.edu	0-20%	
5. Tier One Security	Chris Horvath	214-251-8722 ext 104	chris.horvath@terioneus.com	0-10%	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES**  **NO**  If YES, please explain:

Embroidery, alterations, screen and heat press production elements may be offered at a better rate on quantities of 100 or more. Quantity purchases of 500 or more units in a single style increase discount to 20%.

### **COMPANY PROFILE**

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



Impact Promotional Service, LLC  
dba Got You Covered Work Wear and Uniforms  
1212 E Lancaster Avenue, Fort Worth, TX 76102  
(817) 336-0692  
info@gycuniforms.com

#### Company Information

Impact Promotional Services, LLC  
DBA Got You Covered Work Wear & Uniforms  
1212 E. Lancaster Avenue  
Fort Worth, TX 76102

FEIN: 75-2926987  
DUNS #00-690-2686  
RESALE: 17529269874

Impact Promotional Services, Inc., was founded March 13, 2001. The legal entity changed to Impact Promotional Services, LLC, dba Got You Covered Workwear and Uniforms on April 1, 2017.

#### Owner's Information

Robert "Bob" M. McCarthy Sr., 50% Owner  
Elizabeth McCarthy, 50% Owner  
Email: [rmccarthy@gycuniforms.com](mailto:rmccarthy@gycuniforms.com)

#### Bank Information

Origin Bank  
3200 W. 7<sup>th</sup> Street  
Fort Worth, Texas 76107

Travis Hanes  
682.286.1893

#### Contact Information

Robert McCarthy, President  
Director of Operations/Fort Worth Location: Rhonda Harvey  
General Manager/Houston Location: Kyle Miller  
Accounting Manager: Carole Loman  
Accounts Receivable Contact: Cophea Morton  
Sales Service and Information:  
Invoices may be delivered to:

Email: [rmccarthy@gycuniforms.com](mailto:rmccarthy@gycuniforms.com)  
Email: [rhonda@gycuniforms.com](mailto:rhonda@gycuniforms.com)  
Email: [kylemiller@gycuniforms.com](mailto:kylemiller@gycuniforms.com)  
Email: [cloman@gycuniforms.com](mailto:cloman@gycuniforms.com)  
Email: [ar@gycuniforms.com](mailto:ar@gycuniforms.com)  
Email: [info@gycuniforms.com](mailto:info@gycuniforms.com)  
Email: [ap@gycuniforms.com](mailto:ap@gycuniforms.com)

A purchase order number is required on all invoices. Invoices without a purchase order number will be returned.

#### Trade References

Blauer  
20 Aberdeen Street  
Boston, MA 02215  
Contact: Owen Polleys  
Phone: 800.225.6715  
Fax: 617.536.6948  
Account No: 6300  
Email: [opolleys@blauer.com](mailto:opolleys@blauer.com)

5.11  
62789 Collection Center Drive  
Chicago, IL 60693-0627  
Contact: Victoria Sioxson  
Phone: 866.451.1726  
Fax: 209.552.7358  
Account No: USA20235  
Email: [VictoriaS@511tactical.com](mailto:VictoriaS@511tactical.com)

Premier Emblem & Insignia  
2111 West Avenue  
San Antonio, TX 78201  
Phone: 800.823.4774  
Fax: 800.631.2774  
Account No: D-IMP 105  
Email: [terri@premier-emblem.com](mailto:terri@premier-emblem.com)

Point Blank  
2102 SW 2<sup>nd</sup>. Street  
Pompano Beach, FL 33069  
Phone: 800.413.5155  
Account No: GYC1200  
Email: [djonas@pbearmor.com](mailto:djonas@pbearmor.com)

pg. 1 Got You Covered Uniforms, 1212 E. Lancaster Ave. Fort Worth, TX 76102. (817) 336-0692 (store)  
[www.gycuniforms.com](http://www.gycuniforms.com) email: [info@gycuniforms.com](mailto:info@gycuniforms.com)

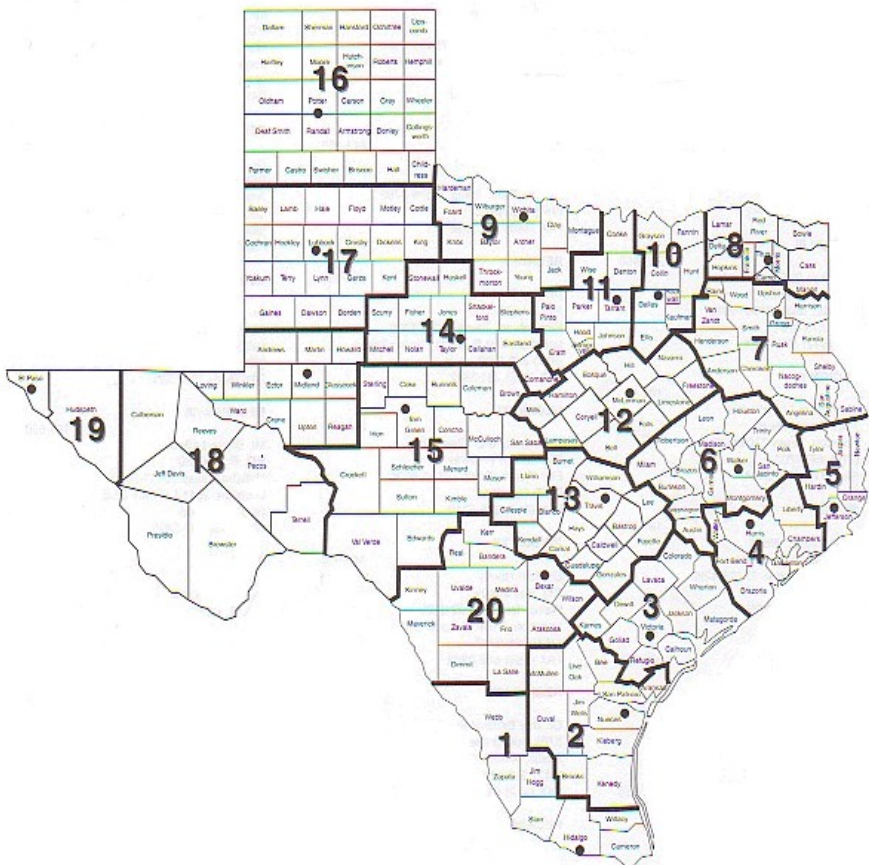
## TEXAS REGIONAL SERVICE DESIGNATION

*This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).*

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

### Regional Education Service Centers

#### Region and Headquarters



- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



## STATE SERVICE DESIGNATION

*This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).*

As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama  
 Alaska  
 Arizona  
 Arkansas  
 California (Public Contract Code 20118 & 20652)  
 Colorado  
 Connecticut  
 Delaware  
 District of Columbia  
 Florida  
 Georgia  
 Hawaii  
 Idaho  
 Illinois  
 Indiana  
 Iowa  
 Kansas  
 Kentucky  
 Louisiana  
 Maine  
 Maryland  
 Massachusetts  
 Michigan  
 Minnesota  
 Mississippi  
 Missouri  
 Montana

Nebraska  
 Nevada  
 New Hampshire  
 New Jersey  
 New Mexico  
 New York  
 North Carolina  
 North Dakota  
 Ohio  
 Oklahoma  
 Oregon  
 Pennsylvania  
 Rhode Island  
 South Carolina  
 South Dakota  
 Tennessee  
 Texas  
 Utah  
 Vermont  
 Virginia  
 Washington  
 West Virginia  
 Wisconsin  
 Wyoming





## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.





7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Impact Promotional Services LLC  
/dba Got You Covered Work Wear & Uniforms

670-22

Name of Vendor

Proposal Invitation Number

*Rhonda L Harvey*

Rhonda L Harvey

Signature of Authorized Company Official

Printed Name of Authorized Company Official

12-7-2021

Date



## LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
GYC Uniforms - Fort Worth	Rhonda L Harvey	1212 E Lancaster Ave Ft Worth, Texas 76102 817 336 0692 817 549 3911(f) rhonda@gycuniforms.com
GYC Uniforms - Houston	Kyle Miller	10795 Hammerly Blvd Ste 330 Houston Tx 77043 346 433 8800 817 549 3911(f) kylemiller@gycuniforms.com



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

\_\_\_\_\_  
Designated Dealer Name

\_\_\_\_\_  
Designated Dealer Contact Person

\_\_\_\_\_  
Designated Dealer Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Designated Dealer Tax ID Number\* (**\*attach W-9**)



## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services (“Work”) under the BuyBoard contract contemplated by this Proposal Invitation (“Contract”). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Founded March 13, 2001 - as Impact Promotional Services Inc

Legal entity change April 1, 2017 to Impact Promotional Services LLC dba Got You Covered Workwear & Uniforms

20 Years in business

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Executive Team - 2 Owner/President, 2 Director/GM, 1 Accounting Manager - 5 personnel with 5-30 years experience in their fields

Store Teams Fort Worth/Houston - 3 outside Sales- 2 Account Managers - 1 AR Admin - 2 Store managers - 4 Sales Floor Reps - 12 personnel

Warehouse/Production Teams - 1 OPS Manager- 3 Pick/Pull Team- 2 ship/receiving - 5 Seamstress - 3 Embroiderers - 2 - Heat Press - 16 personnel

Store Personnel and Production Warehouse have experience ranging from 1-20 years experience in their fields

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Currently all Buy Board Contract information is shared with all prospective and existing customers. This is provided through email and one on one visits

with the agencies. We have recently launched our new website and would like to be able to share through our site if permissible. We currently participate

with at least 4 conferences annually where we also share this contract information.



4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

In business 20 years, no bankruptcy or insolvency. DUNS 00-690-2686

Insurance Coverage documents attached

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Not Applicable

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Not Applicable

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Not Applicable



## **VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES**

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

**Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.** Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

**By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.**

**NAME OF VENDOR:** Impact Promotional Services LLC  
/dba Got You Covered Work Wear & Uniforms

Rhonda L Harvey  
**Signature of Vendor Authorized Representative**

**Printed Name:** Rhonda L Harvey

**Title:** Director Sales & Operations

**Date:** 12-7-2021

*(For Cooperative Administrator Use Only)*

**Approved by BuyBoard Administrator:** \_\_\_\_\_

**Effective/Start Date for Self-Reporting:** \_\_\_\_\_





## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- Reviewed/Completed: **Proposer's Acceptance and Agreement**

### **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

### **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- Reviewed/Completed: **Proposal Specifications, Evaluation Items and Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.**



## **PROPOSAL SPECIFICATION SUMMARY**

**The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).**

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
11. Discount (%) off catalog/pricelist for **Purchase of Food Service Uniforms, Related Supplies and Accessories.**
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.**
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.**
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.**
15. Discount (%) off catalog/pricelist for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.**
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.**
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.**



23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS**

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. **[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)].** Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
30. **Uniform Clothing Rental: Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
31. **Uniform Clothing Rental: Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
32. **Uniform Clothing Rental: Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
33. **Uniform Clothing Rental: Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**
34. **Uniform Clothing Rental: Executive Slacks; Cotton; BuyBoard weekly rental unit price.**
35. **Uniform Clothing Rental: Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.**

**ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)**

36. **4X6 Floor Mat; per item; BuyBoard weekly rental unit price.**
37. **Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.**
38. **Name Tags; per item; BuyBoard weekly rental unit price.**
39. **Prep Charges; per item; BuyBoard weekly rental unit price.**
40. **Emblem; per item (print or embroidery); BuyBoard weekly rental unit price.**
41. **Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.**
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**



670-22

**Got You Covered Uniforms  
Impact Promotional Services  
Supplier Response**

**Event Information**

Number: 670-22  
Title: Uniforms and Accessories  
Type: Request for Proposal  
Issue Date: 10/14/2021  
Deadline: 12/16/2021 04:00 PM (CT)  
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

**Proposal Invitation No. 670-22**

**Uniforms and Accessories**

**Proposal Due Date and Time: December 16, 2021, at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.

1. **View and download the forms.**
  - **DO NOT log in to view and download the documents.**
  - Visit [vendor.buyboard.com](http://vendor.buyboard.com) and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

2. **To submit completed proposal.**

- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.
- For additional assistance click this link [View our Proposal Submission Instructions](#).

**New Vendor?** Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit Proposal."  
Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

## Got You Covered Uniforms Information

Contact: Rhonda L Harvey  
Address: 1212 E Lancaster Ave  
Fort Worth, TX 76102  
Phone: (817) 336-0692  
Fax: (817) 877-5673  
Email: rhonda@gycuniforms.com  
Web Address: gycuniforms.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rhonda L Harvey

*Signature*

*Submitted at 12/16/2021 10:33:30 AM*

rhonda@gycuniforms.com

*Email*

## Requested Attachments

**BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories** proposal-no-670-22\_Signed.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

**Catalog/Pricelist** GYCUniforms\_670-22\_20211215.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

**Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed** BUYBOARD2022\_PPT\_GYC.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

**Company Profile** GYC.Operations.Size.Scope\_2021.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

**IRS Form W-9 Request for Taxpayer Identification Number and Certification** W9\_March2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

**Exemption Letter** *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

## Response Attachments

**GYC\_Alteration\_Price\_List.xlsx**

GYC Alteration/Embroidery Services Price List



## GYC Company Information-Trade References - FW-Houston\_.docx

GYC Company Information - Trade References

## GYC Assumed Name Certificate dba Got You Covered Work Wear Uniforms.pdf

Assumed Name Certificate for dba

## AcordCOI\_BuyBoard\_2022.pdf

Acord COI GYC

## COI-Buy Board--RMR.pdf

COI GYC RMR

## GYC\_Return\_Policy.docx

GYC Return Policy

## Bid Attributes

<b>1</b>	<b>Federal Identification Number</b> Federal Identification Number <input type="text" value="75-2926987"/>
<b>2</b>	<b>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</b> HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
<b>3</b>	<b>No Israel Boycott Certification</b> A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.  "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).  By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. <input type="text" value="Yes"/>
<b>4</b>	<b>No Excluded Nation or Foreign Terrorist Organization Certification</b> Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)  By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. <input type="text" value="Yes"/>

**5 MWBE/HUB Status Certification**  
A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.  
**I certify that my company has been certified as a MWBE/HUB in the following categories:** *(Please check all that apply)*

**6 Minority Owned Business**  
Minority Owned Business  
 *Minority Owned Business (Yes)*

**7 Women Owned Business**  
Women Owned Business  
 *Women Owned Business (Yes)*

**8 Service-Disabled Veteran Owned Business**  
Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)  
 *Service-Disabled Veteran Owned Business (Yes)*

**9 Certification Number**  
Certification Number

**10 Name of Certifying Agency**  
Certifying Agency

**11 Non-MWBE/HUB**  
My company has NOT been certified as a MWBE/HUB  
 Non-HUB (Yes)

**12 Vendor General Contact Information**  
Proposal/Contract General Contact Information

**13 Vendor Proposal/Contract Contact Name**  
Vendor Proposal/Contract Contact Name

**14 Vendor Proposal/Contract Contact E-mail Address**  
Vendor Proposal/Contract Contact E-mail Address

**15 Vendor Proposal/Contract Mailing Address**  
Vendor Proposal/Contract Mailing Address

<b>1 6</b>	<b>Vendor Proposal/Contact Mailing Address - City</b> Vendor Proposal/Contact Mailing Address - City <input type="text" value="Fort Worth"/>
<b>1 7</b>	<b>Vendor Proposal/Contact Mailing Address - State</b> Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) <input type="text" value="Texas"/>
<b>1 8</b>	<b>Vendor Proposal/Contact Mailing Address - Zip Code</b> Vendor Proposal/Contact Mailing Address - Zip Code <input type="text" value="76102"/>
<b>1 9</b>	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="817-336-0692"/>
<b>2 0</b>	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input type="text" value="111"/>
<b>2 1</b>	<b>Company Website</b> Company Website (www.XXXXX.com) <input type="text" value="www.gycuniforms.com"/>
<b>2 2</b>	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b>  <ul style="list-style-type: none"> <li>I will use the internet to receive Purchase Orders at the following address</li> </ul> <input type="text" value="Yes"/>
<b>2 3</b>	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address <input type="text" value="rhonda@gycuniforms.com"/>
<b>2 4</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name <input type="text" value="Rhonda L Harvey"/>
<b>2 5</b>	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="817-336-0692"/>

26	<b>Purchase Order Contact Extension Number</b>
	Purchase Order Contact Extension Number <input type="text" value="111"/>

27	<b>Alternate Purchase Order E-mail Address</b>
	Alternate Purchase Order E-mail Address <input type="text" value="cmouton@gycuniforms.com"/>

28	<b>Alternate Purchase Order Contact Name</b>
	Alternate Purchase Order Contact Name <input type="text" value="Cophea Mouton"/>

29	<b>Alternate Purchase Order Contact Phone Number</b>
	Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="817-336-0692"/>

30	<b>Alternate Purchase Order Contact Extension Number</b>
	Alternate Purchase Order Contact Extension Number <input type="text" value="106"/>

31	<b>Purchase Orders Contact Information</b>
	<p>All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.</p> <p><b>Please select options below for receipt of Purchase Orders and provide the requested information:</b></p> <ul style="list-style-type: none"><li>• Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.</li></ul> <input type="text" value="Yes"/>

32	<b>Request for Quotes (RFQ)</b>
	Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33	<b>Request for Quote (RFQ) E-mail Address</b>
	Request for Quote (RFQ) E-mail Address <input type="text" value="info@gycuniforms.com"/>

34	<b>Request for Quote (RFQ) Contact Name</b>
	Request for Quote (RFQ) Contact Name <input type="text" value="Rhonda Harvey"/>

35	<b>Request for Quote (RFQ) Contact Phone Number</b>
	Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="8173360692"/>

36	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number <input type="text" value="111"/>
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37	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address <input type="text" value="cmouton@gycuniforms.com"/>
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38	<b>Alternate Request for Quote (RFQ) Contact Name</b> Alternate Request for Quote (RFQ) Contact Name <input type="text" value="Cophea Mouton"/>
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39	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="817-336-0692"/>
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40	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <input type="text" value="106"/>
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41	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>
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42	<b>Invoices</b> <b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>  (a) Service fee invoices and related communications should be provided directly to my company at:  or  (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input type="text" value="Service fee invoices and notices direct to company"/>
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43	<b>Invoice Company Name</b> Invoice Company Name <input type="text" value="Impact Promotional Services LL"/>
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44	<b>Invoice Company Department Name</b> Invoice Company Department Name <input type="text" value="Impact Promotional Services LL"/>
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4 5	<b>Invoice Contact Name</b> Invoice Contact Name Carole Loman
4 6	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) 1212 E Lancaster Ave
4 7	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City Fort Worth
4 8	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name) TX
4 9	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code) 76086
5 0	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) 682-499-7799
5 1	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <i>No response</i>
5 2	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) 817-549-3911
5 3	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail cloman@gycuniforms.com
5 4	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address ap@gycuniforms.com
5 5	<b>Billing Agent Company Name</b> Billing Agent Company Name <i>No response</i>
5 6	<b>Billing Agent Department Name</b> Billing Agent Department Name <i>No response</i>



57	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <i>No response</i>
58	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <i>No response</i>
59	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <i>No response</i>
60	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <i>No response</i>
61	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code 76102
62	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) 8173360692
63	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <i>No response</i>
64	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <i>No response</i>
65	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address rhonda@gycuniforms.com
66	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <i>No response</i>
67	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Prepaid and Add to Invoice

68	<b>Payment Terms</b> <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30
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69	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number No response
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70	<b>State or Attach Return Policy</b> Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. return policy attached
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71	<b>Electronic Payments</b> Are electronic payments acceptable to your company? Yes
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72	<b>Credit Card Payments</b> Are credit card payments acceptable to your company? Yes
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73	<b>Texas Regional Service Designation</b> <b>Texas Regional Service Designation - Refer to Form in Proposal Invitation</b> <p>The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <b>must</b> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <b>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</b> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.</p>
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74	<b>Company Name</b> Company Name GYC Work Wear & Uniforms
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75	<b>Texas Regional Service Designation</b> Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
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76	<b>Region 1</b> Region 1 - Edinburg <input type="checkbox"/> Region 1 (1)
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7 7	<b>Region 2</b> Region 2 - Corpus Christi <input type="checkbox"/> <i>Region 2 (2)</i>
7 8	<b>Region 3</b> Region 3 - Victoria <input type="checkbox"/> <i>Region 3 (3)</i>
7 9	<b>Region 4</b> Region 4 - Houston <input type="checkbox"/> <i>Region 4 (4)</i>
8 0	<b>Region 5</b> Region 5 - Beaumont <input type="checkbox"/> <i>Region 5 (5)</i>
8 1	<b>Region 6</b> Region 6 - Huntsville <input type="checkbox"/> <i>Region 6 (6)</i>
8 2	<b>Region 7</b> Region 7 - Kilgore <input type="checkbox"/> <i>Region 7 (7)</i>
8 3	<b>Region 8</b> Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
8 4	<b>Region 9</b> Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
8 5	<b>Region 10</b> Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
8 6	<b>Region 11</b> Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
8 7	<b>Region 12</b> Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
8 8	<b>Region 13</b> Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>

8 9	<b>Region 14</b> Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
9 0	<b>Region 15</b> Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
9 1	<b>Region 16</b> Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
9 2	<b>Region 17</b> Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>
9 3	<b>Region 18</b> Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
9 4	<b>Region 19</b> Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>
9 5	<b>Region 20</b> Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
9 6	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)</i> <b>In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</b>  If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	<b>Company Name</b> Company Name <input type="text" value="GYC Work Wear &amp; Uniforms"/>

9 8	<b>State Service Designation</b> Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <input type="text" value="I will not serve all states in the United States"/>
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9 9	<b>Alabama</b> Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
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1 0 0	<b>Alaska</b> Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
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1 0 1	<b>Arizona</b> Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
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1 0 2	<b>Arkansas</b> Arkansas <input checked="" type="checkbox"/> <i>Arkansas (AR)</i>
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1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
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1 0 4	<b>Colorado</b> Colorado <input checked="" type="checkbox"/> <i>Colorado (CO)</i>
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1 0 5	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>
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1 0 6	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware (DE)</i>
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1 0 7	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>
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1 0 8	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida (FL)</i>
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1 0 9	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia (GA)</i>
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1 1 0	<b>Hawaii</b> Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>
1 1 1	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho (ID)</i>
1 1 2	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois (IL)</i>
1 1 3	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana (IN)</i>
1 1 4	<b>Iowa</b> Iowa <input type="checkbox"/> <i>Iowa (IA)</i>
1 1 5	<b>Kansas</b> Kansas <input type="checkbox"/> <i>Kansas (KS)</i>
1 1 6	<b>Kentucky</b> Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
1 1 7	<b>Louisiana</b> Louisiana <input checked="" type="checkbox"/> <i>Louisiana (LA)</i>
1 1 8	<b>Maine</b> Maine <input type="checkbox"/> <i>Maine (ME)</i>
1 1 9	<b>Maryland</b> Maryland <input type="checkbox"/> <i>Maryland (ME)</i>
1 2 0	<b>Massachusetts</b> Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
1 2 1	<b>Michigan</b> Michigan <input type="checkbox"/> <i>Michigan (MI)</i>



1 2 2	<b>Minnesota</b> Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
1 2 3	<b>Mississippi</b> Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
1 2 4	<b>Missouri</b> Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
1 2 5	<b>Montana</b> Montana <input type="checkbox"/> <i>Montana (MT)</i>
1 2 6	<b>Nebraska</b> Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	<b>Nevada</b> Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
1 2 8	<b>New Hampshire</b> New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	<b>New Jersey</b> New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	<b>New Mexico</b> New Mexico <input type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	<b>New York</b> New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	<b>North Carolina</b> North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	<b>North Dakota</b> North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>

1 3 4	<b>Ohio</b> Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	<b>Oklahoma</b> Oklahoma <input checked="" type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	<b>Oregon</b> Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	<b>Pennsylvania</b> Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>
1 3 8	<b>Rhode Island</b> Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	<b>South Carolina</b> South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>
1 4 0	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 1	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 2	<b>Texas</b> Texas <input checked="" type="checkbox"/> <i>Texas (TX)</i>
1 4 3	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 4	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 5	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia (VA)</i>

1 4 6	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 7	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 8	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 9	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

## Bid Lines

1	<p><b>Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</b> - Discount (%) off catalog/pricelist for <b>Purchase of Band Uniforms, Related Supplies and Accessories</b>. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;"><b>No Bid</b></p> <p>Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> <li>• Select "<b>Add Alternate</b>" for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul> <p><b>Item Attributes</b></p> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><small><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</small></p> <div style="border: 1px solid black; padding: 2px;"> <p><i>No response</i></p> </div>
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**2 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**3 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**4 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**5 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**6 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**7 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**8 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**9 Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
0

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
1

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
2

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
3

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
4

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
5

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**1**  
**6** **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**1**  
**7** **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GYC Uniforms Price List 15%

1  
8

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
9

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
0

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
1

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
2

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
3

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
4

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
5

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
6

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
7

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
8

**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for of **All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
9

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 1** -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- Yes (Yes)
- No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

30

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL

UNIFORMS - Evaluation Item No. 2 -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid.". The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

- Yes (Yes)
- No (No)



6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3  
1

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 3** -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

#### Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

Yes (Yes)

No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

3  
2

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 4** -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

- Yes (Yes)
- No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

3  
3

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 5** -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

3  
4

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.**

**No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price**

**No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

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1

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

- Yes (Yes)
- No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 14 - Environmental Fee.****No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

Yes (Yes)

No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.****No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.****No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.****No Bid**

Item Notes: 1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 20 - Deposit Charge.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)** Yes (Yes) No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)****Response Total: \$0.00**



## **GYC Uniforms - Return Policy**

If for any reason you are not completely satisfied with your purchase, simply return the item to us within 30 days of receipt in its original condition. If the item has been worn or washed or has been customized in any of the following ways: with emblems, altered; silkscreen or embroidery please call us to advise us of the return and the reason for the return. Depending on the nature of the return a small service charge may be applied to your return.

If the packing slip is no longer available, call us to discuss your return so that we can be ready to receive the items properly. Please return the item(s) via a traceable or insured method to prevent the package from being lost in the mail. We are not responsible for returned items that are lost in transit.

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** November 7, 2022

**Topic:**

Consideration to approve Supplemental Number One to Gunda Corporation, LLC. for Project Number 2018-10041, Jerry Matheson Park Rebuild for an amount of \$113,530 (total not-to-exceed contract amount of \$147,630), approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

In April 2018, the City entered into a professional services agreement with Gunda Corporation, LLC. to complete an overall master plan of Jerry Matheson Park that identified the location for the approved amenities and improvements in the Texas Parks and Wildlife grant. The proposed supplemental will complete the design of the improvements, assist in bidding services, and oversee construction activities to ensure compliance with our grant requirements.

The contract supplemental increases the total contract amount by \$113,530, for a total not-to-exceed contract amount of \$147,630. This project was included in the FY 2022-2023 budget, and is an on-going capital improvement project.

The current project budget below identifies current funding sources and estimated expenditures for the planned improvements. Additional purchases may be brought forward in the future as this project continues.

<b>Funding Source</b>	<b>Funding Amount</b>	<b>Element</b>
<b>Texas Parks &amp; Wildlife Department Grant</b>	\$750,000	Splash Pad: \$475,000 Baseball Field Improvements: \$140,000 Pickleball Courts: \$135,000
<b>City of Tomball</b>	\$600,000	Engineering: \$147,630 Construction: \$125,000 Misc Expenses: \$6,000 Lighting: TBD Shade Structures: TBD
<b>Tomball Regional Health Foundation</b>	\$490,000	Playground Equipment: \$490,000
<b>Tomball Economic Development Corporation</b>	\$500,000	Playground Equipment: \$171,760 Pickleball Courts: \$15,000 Pool Renovations: \$70,000 Walking Trails: \$100,000 Fencing Upgrades: \$80,000
<b>HCA-Tomball</b>	\$30,000	Pool Renovations: \$30,000

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the supplemental with Gunda Corporation, LLC. for an amount of \$113,530, with a total not-to-exceed contract amount of \$147,630).

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #400-153-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**SUPPLEMENTAL 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2018-10041  
CITY OF TOMBALL  
JERRY MATHESON PARK REBUILD 2020**

**THE STATE OF TEXAS           §**

**COUNTY OF HARRIS           §**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and GUNDA CORPORATION, LLC. ("Engineer"), executed the 28<sup>th</sup> day of February, 2022, relative to professional services for Jerry Matheson Park Rebuild.

**WITNESSETH:**

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for the design of the Jerry Matheson Park Rebuild (2020) (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall amend the Professional Services Agreement and pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$113,530, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed \$147,630.

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.



**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Gunda Corporation, LLC  
Attn: Kyle Bertrand  
32731 Egypt Lane, Suite 501  
Magnolia, Texas 77354

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

**SECTION XI.  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information

developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Gunda Corporation, LLC.:**

  
\_\_\_\_\_

Name: Kyle Bertrand  
Title: Branch Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# EXHIBIT A

**SUPPLEMENTAL NO.1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2018-10041  
CITY OF TOMBALL  
JERRY MATHESON PARK IMPROVEMENTS**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and GUNDA CORPORATION, LLC executed the 28<sup>th</sup> day of February, 2022, relative to professional services for Tomball Engineering and Planning Project No. 2018-10041.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

**SUPPLEMENTAL NO.1 SECTION I  
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering and landscape architecture design and construction phase services. Upon completion of a Master Plan dated August 2022 (included as Attachment A), the proposed improvements need to be implemented into a complete design package in accordance with City and Texas Parks & Wildlife grant requirements. Improvements to the park included under this amendment include the following:

- Pool fence removal and replacement (north, east and south sides only)
- Pavilion shade structure between the existing pool deck and future splash pad
- Plaza hardscape between existing pool deck and splash pad
- Trail geometrics and grading with locations for drainage pipes (trail pavement section to be coordinated with City)
- Trail offset and amenities (picnic tables)
- Pickleball court (slab pavement and jointing design to be coordinated with City)
- Landscape and planting (not including a sprinkler system)
- Earthen mound grading
- Stormwater detention basin and outfall to Rudolph Road
- Underground storm sewer from playground to stormwater detention basin
- Asphalt parking lot weatherproofing and restriping with prefabricated speed bumps
- Water line connecting Ulrich Road to future water line along Rudolph Road
- Sanitary sewer (gravity) from Ulrich Road to future sanitary sewer along Rudolph Road
- Connection of splash pad sanitary sewer to existing lift station
- Electrical engineering and design to provide power for the splash pad, lighting for the pickleball courts

Components of the park improvements that will be design, procured, and installed by others that will be coordinated to the Engineer through the City include the following:

- New storage building and lifeguard rest area
- Play equipment and appropriate underground drainage within limits of playground (AutoCAD-compatible files from vendor required for site planning and grading)
- Splash pad with features and mechanical yard or building, including enclosure or canopy (AutoCAD-compatible files from vendor required for site planning and grading)

Due to the increase in runoff generated by the addition of impervious cover, stormwater detention is included to mitigate the impact of this redevelopment. Appropriate evaluation and analysis for stormwater detention will be required such that post development flow will not have an adverse impact on adjacent properties or receiving waters. The adopted master plan incorporates infrastructure improvements to eliminate the existing lift station and loop the water line from Ulrich Road to a future wastewater and water line extensions along Rudolph Road.

The site will be designed and constructed in compliance with Americans with Disability Act (ADA), Texas Accessibility Standards (TAS), and City of Tomball's Minimum Construction Standards for Community Improvements. The project will be registered through Texas Department of Licensing and Regulation (TDLR) into the Texas Architectural Barriers online System (TABS) for construction plan review and inspection with a Registered Accessibility Specialist (RAS).

The general scope of consultant services required for the project include providing professional engineering and landscape architecture services for preliminary design, final design, and production of construction documents suitable for agency approvals, permitting, public bidding and construction.

## **REFERENCE STANDARDS AND CRITERIA**

- City of Tomball Minimum Standards for Stormwater Drainage Design”, hereinafter referred to as “City Drainage Manual”.
- Americans with Disability Act (ADA) and Texas Accessibility Standards (TAS) requirements for pedestrian facilities

### **A. GENERAL SERVICES (GUNDA CORPORATION, LLC)**

- The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals
- The Engineer shall manage the efforts of the project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- The Engineer shall prepare for and attend periodic meetings necessary to review the progress of the engineering effort, or to address other issues which may arise. The Public Works Director (“Director”) shall initiate meetings that include the Engineer and their subconsultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.
- The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

- The Engineer shall submit invoices on City's standard form, if provided, to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.
- Upon request, the Engineer shall provide the City with a copy of the Gunda Corporation, LLC Quality Control/Quality Assurance (QC/QA) Plan and provide documentation of plan conformance through the project duration.

## **B. ENGINEERING DESIGN AND BIDDING SERVICES**

- The Engineer shall prepare necessary engineering plans, specifications and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed park improvements described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure.
- If required, the Engineer shall assist City with required signatures from other governmental agencies, public utilities, and private utilities necessary for approval and construction permitting of the proposed project.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

- 30% Milestone – Preliminary Design – 4 week duration

The Engineer shall meet with the City following completion of preliminary design for the project. The preliminary design shall include plan view illustration of the base plan. The City shall provide AutoCAD compatible files for vendor supplied information within 2 weeks of deliverable.

The preliminary design will include a summary of anticipated issues, constraints, and estimate(s) of probable construction cost for the plans provided. It is anticipated the City will review and provide comments prior to proceeding to the final design stage of the project.

- 90% Milestone – Final Design (Drawings and Draft Specifications) – 6 week duration

At the 90% milestone, the Engineer shall submit three (3) full size paper sets and one (1) PDF electronic copy of the following:

- Construction Drawings included all necessary plans sheets and details
- Draft construction specifications including, as a minimum:
  - Table of Contents
  - Document 00410 (Bid Form) with all bid items and alternative bid items
  - Document 01110 (Summary of Work)
  - Completed technical specifications (Division 0 through 16, as required)
  - All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified
  - A detailed opinion of probable construction cost



- Documentation that drawings were submitted to private utilities for final review
- As necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD) and/or City of Tomball requirements.
- Storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City and/or other jurisdictional guidelines, including preparation of the Notice of Intent form as appropriate.
- Final Drawings and Specifications (100% Bid Documents) – 4 week duration

After receiving, reviewing, and addressing comments on the 90% Milestone submission, the Engineer shall submit three (3) full size paper copies and one (1) PDF electronic copy of the documents and supporting paperwork upon conformation of readiness by the City. The final Construction Document submission will include:

  - Bid-ready construction documents, all review comments resolved, with applicable documents signed and sealed by a licensed engineer, architect and/or surveyor.
  - Sheet-by-sheet quantity take off and documentation
  - Documentation and/or permits confirming other agencies approvals and eligibility for final construction permits
- Bidding and Award

The Engineer and its subconsultants, as necessary, shall assist the City in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.

The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.

The Engineer and its subconsultants, as necessary, shall prepare and furnish a tabulation of bids received with a written recommendation for the award of a construction contract within 3-days after the bid opening.

### **C. CONSTRUCTION SUPPORT SERVICES**

The Engineer and its subconsultants, as necessary, shall make site visits during times when the contractor is actively performing major construction activities on items scoped under this proposal. This proposal includes up to eight (8) visit by Engineer, six (6) visits by Landscape Architect, two (2) field visits by Electrical, one (1) substantial completion walkthrough with RAS, and one (1) final completion walkthrough after the contractor has mobilized.

The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.

The Engineer and/or Inspector shall provide part time project site representation and inspection of construction activities on as-needed basis to facilitate construction of the park improvements. Prove as-built certification of detention systems prepared by this firm based on an as-built topographical survey provided by the Contractor in an AutoCAD-compatible format. Unsatisfactory topographical survey or not meeting design storage volumes will be considered extra services and billed at our current hourly rates.

#### **D. ADDITIONAL SERVICES**

Unless otherwise authorized or modified by Supplemental Agreement, the Engineer shall perform Additional Services in accordance with the following:

##### Storm Water Pollution Prevention Plan (SWPPP) – Gunda Corporation, LLC

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details only, as required.

##### Geotechnical Investigation – Tolunay Engineering Group, Inc. (TEG)

Scope includes drilling two (2) borings to evaluate subsurface soil conditions in general accordance with City and Harris County criteria. Provide geotechnical engineering report, signed and sealed by a Professional Engineer, registered in the state of Texas, for pickleball court slab-on-grade and shade structure foundation recommendations.

See attached proposal (Attachment B).

##### Landscape Architecture – Kimley Horn (previously White Oak Studio)

Scope includes grading design for mounds and stormwater basin, trail geometry design, pickleball court geometrics, pickleball court surfacing, pickleball court fences/gates, pool fencing and gates, hardscape layout between pool deck and splash pad, pre-engineered shade structure including foundation design, tree planting, and site furnishings.

See attached proposal (Attachment C).

##### Electrical – Neill Associates, Inc.

Prepare necessary site electrical plans, one line diagram, electrical details, and electrical controls as necessary to facilities the above described improvements. Prepare project specifications and electrical estimates in accordance with authorities having jurisdiction. Necessary information from vendors, such as the splash pad consultant, shall be provided by the City. It is assumed pedestrian lighting of the trails will be solar powered and are excluded from this scope of services.

See attached proposal (Attachment D).

#### **EXCLUSIONS**

This scope of services does not include:

1. Environmental assessments or studies
2. Materials Testing during construction
3. Parking lot design and/or markings.
4. Coordination or mitigation for relocation of petroleum lines

5. Evaluation of existing or design new lift station and force main facilities
6. Splash pad recirculation system design or engineering
7. Stormwater pollution prevention report
8. Stormwater quality plan and/or details
9. Tree Survey or Arborist services
10. Traffic studies or traffic control plans
11. Structural engineering design of foundations or retaining walls (expect pre-engineered shade structure as noted above)
12. Lighting photometrics
13. Irrigation Design
14. Parking lot expansion

**SUPPLEMENTAL NO.1 SECTION I  
SCOPE OF AGREEMENT**

The time for performance of the supplemental Scope of Work shall be extended for deliverables as noted above and through the construction duration. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

**SUPPLEMENTAL No. 1 SECTION VII  
ENGINEER'S COMPENSATION**

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment "A" of the original agreement, plus a supplemental services fee of \$113,530.00 (Subconsultant cost + 10%) for a total amended contract amount not to exceed \$147,630.00, including reimbursable expenses.

<b>Services to be Provided</b>	<b>Original Fee</b>	<b>Requested Fee</b>	<b>Revised Total</b>	
A & B - Engineering Basic Services	\$ 9,700.00	\$ 38,600.00	\$ 48,300.00	(Lump Sum)
C - Construction Phase Services	\$ -	\$ 8,500.00	\$ 8,500.00	(Budget for Hourly Services)
<b>D - Additional Services</b>				
Boundary Survey (C&C)	\$ 7,150.00	\$ -	\$ 7,150.00	(Lump Sum)
Topographical Survey (C&C)	\$ 7,700.00	\$ -	\$ 7,700.00	(Lump Sum)
Master Plan (WOS)	\$ 8,000.00	\$ -	\$ 8,000.00	(Lump Sum)
SWPPP (Gunda)	\$ -	\$ 2,500.00	\$ 2,500.00	(Lump Sum)
Landscape Architecture (KH)	\$ -	\$ 37,290.00	\$ 37,290.00	(Lump Sum)
Electrical (Neill Associates, Inc.)	\$ -	\$ 19,690.00	\$ 19,690.00	(Lump Sum)
Geotechnical Investigation (TEG)	\$ -	\$ 4,950.00	\$ 4,950.00	(Lump Sum)
Reimbursable Expenses	\$ 750.00	\$ 2,000.00	\$ 2,750.00	(Cost Plus)
	<u>\$ 34,100.00</u>	<u>\$ 113,530.00</u>	<u>\$ 147,630.00</u>	

Notes: Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

**SUPPLEMENTAL No. 1 XVIII.  
MISCELLANEOUS PROVISIONS**

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organization.

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

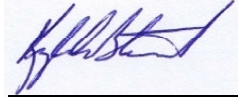
In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that boycotts energy companies, and (2) will not boycott energy companies during the term of this contract.

All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ENGINEER:**  
**Gunda Corporation, LLC**

By:   
Name: Kyle A. Bertrand, PE  
Title: Branch Manager, Mont. Co.

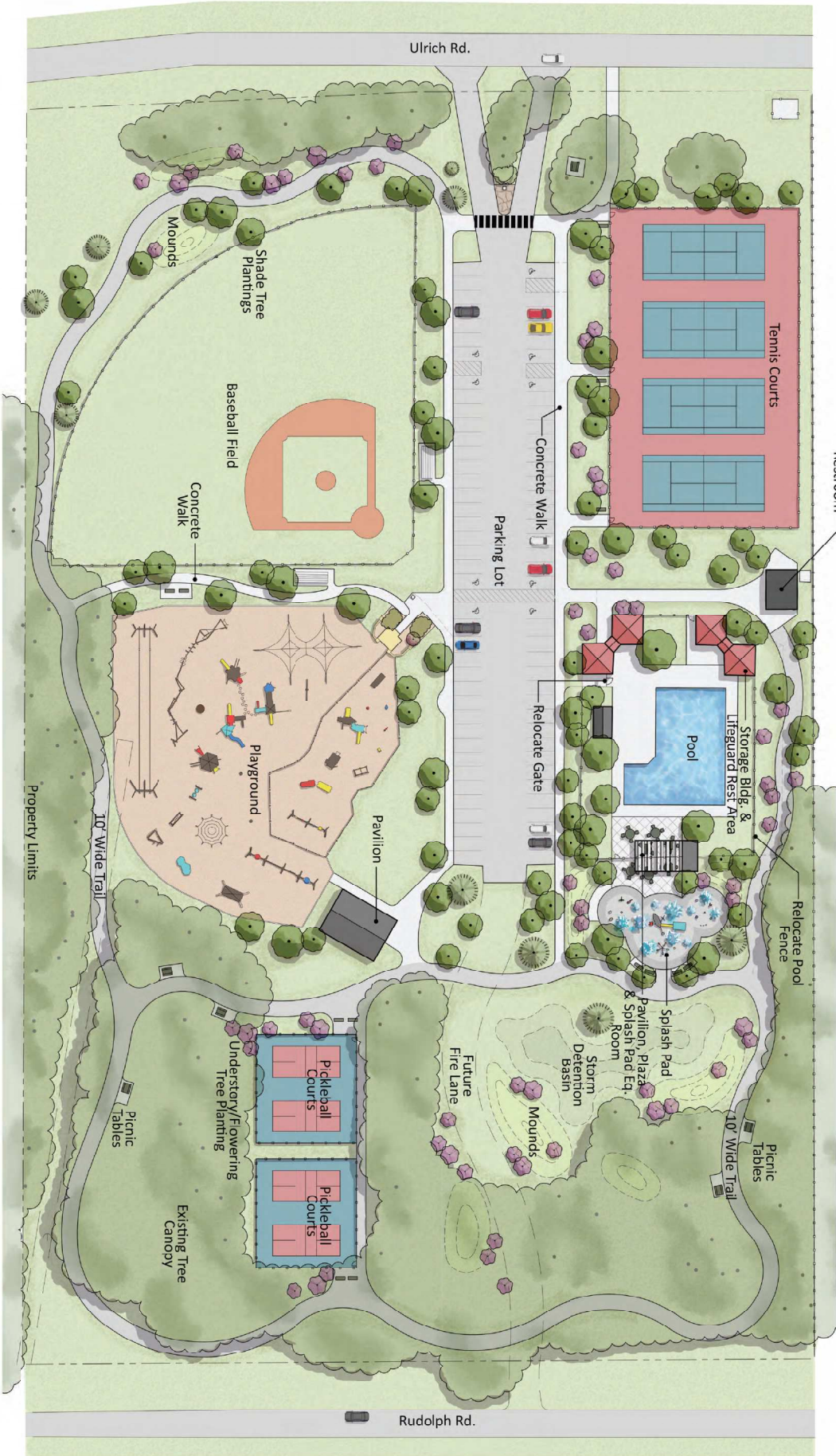
**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, PE, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

JERRY MATHESON PARK - MASTER PLAN



July, 2022





October 12, 2022  
Proposal No.: 22-P069

Ardurra  
11750 Katy Freeway, Suite 300  
Houston, Texas 77079

Attn: Mr. Patrick Rummel, P.E.

**PROPOSAL FOR GEOTECHNICAL STUDY  
JERRY MATHESON PARK IMPROVEMENTS  
AT ULRICH ROAD  
CITY OF TOMBALL, TEXAS**

Dear Mr. Rummel:

We appreciate the opportunity to submit our revised proposal to conduct a geotechnical study for the proposed improvements to Jerry Matheson Park at Ulrich Road, City of Tomball, Texas (Key Map 288 C). The project consists of the construction of pickle ball courts and a pavilion with shade structure. We understand that the pickle ball courts will be supported on slab-on-grade foundation. The pavilion/shade structure will be supported on either drilled piers or slab-on-grade foundations. The project information was provided by you via e-mail transmittal on October 6, 2022, that included the site plan and proposed boring locations. We received additional information via email transmittal on October 11, 2022.

**Scope of Services**

Our scope of services covered in this proposal consists of field exploration, laboratory testing, and the preparation of a geotechnical engineering report.

**Field Exploration.** We will drill two (2) 20-ft deep borings to evaluate the subsurface soil and groundwater conditions. The boring locations and the number of borings were determined by the client. The borings will be drilled in general accordance with ASTM D 1452 standard. Cohesive subsurface soils will be sampled with a 3-in. diameter, thin-walled tube (ASTM D 1587). Granular soils will be sampled with a split-barrel sampler while performing Standard Penetration Test (ASTM D 1586). We will transport representative portions of the recovered samples to our soil mechanics laboratory for testing. We will backfill the open boreholes with soil cuttings after final water level reading upon completion of drilling.

**Laboratory Testing.** We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will generally include measurement of the shear strength, total unit weight, in situ moisture content,



plasticity characteristics and amount of material finer than the No. 200 sieve. All laboratory tests will be performed in general accordance with appropriate ASTM standards. We will keep the samples for 30 days after completion of laboratory testing. We will discard the samples after that time, unless instructed otherwise.

**Engineering Report.** We will prepare an engineering report that will present our findings and provide geotechnical design recommendations including:

- Subsurface stratigraphy
- Groundwater condition
- Site preparation
- Foundation design parameters
- Foundation settlement estimate

### **Budget**

Our lump sum cost for the above-described services is **\$4,500** and will not be exceeded without your prior written authorization. The cost for the geotechnical study assumes that ingress/egress is provided, and the site is accessible to our drilling equipment.

### **Schedule**

We can typically mobilize the field crew within about two to three days after authorization depending on the availability of drilling equipment. The fieldwork can be completed in one day. We will issue our report within about two weeks after completion of the drilling. We can furnish verbal preliminary information upon completion of the fieldwork and laboratory testing.

### **Acceptance of Proposal**

If you accept our proposal, please sign below and return one copy to our office. The general terms of the proposal are presented in the attached Exhibit A. We can begin work with your verbal authorization.




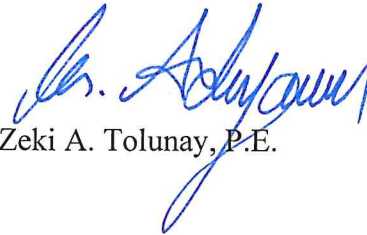
**Closing Remarks**

Again, we would like to express our appreciation for the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

**TEG-TOLUNAY ENGINEERING GROUP, INC.**  
*TBPE Firm Registration No. F-18154*

  
Mohammed S. Islam, P.E.

*for*   
Zeki A. Tolunay, P.E.

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

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

Attachment: Terms for Geotechnical Engineering Services



WHITE OAK STUDIO  
LANDSCAPE ARCHITECTURE

October 8, 2022

Kyle Bertrand, PE Branch Manager – Montgomery County  
Ardurra  
32731 Egypt Lane, Ste. 500  
Magnolia, TX 77354

RE: Scope and Fee Information for Professional Services: Tomball Jerry Matheson Park

Dear Kyle,

We are pleased to offer this scope and fee information to Ardurra to provide landscape architecture design and documentation for park improvements at Jerry Matheson Park. The improvements will be based on the approved park master plan, dated July 2022 and consistent with your recent supplemental agreement with the City of Tomball. We understand Ardurra has an agreement with the City of Tomball and that White Oak Studio (WOS) will serve as a consultant to Ardurra. This letter will outline our understanding of the project, our scope of services and compensation. As we have discussed with you WOS will be joining Kimley-Horn Associates, Inc. on October 17, 2022 and will provide a formal proposal on Kimley-Horn letterhead after that date.

Site components within our responsibility are:

- Grading design for mounds and stormwater detention basin. Detailed documentation and detention calculations by Ardurra.
- Trail geometry design. Documentation of layout geometrics by Ardurra.
- Pickleball court geometrics, surfacing and fences/gates.
- Pool fencing and gates.
- Hardscape layout between pool deck and splashpad.
- Pre-engineered shade structure, including foundation design by our structural consultant.
- Tree plantings.
- Site Furnishings.

SCOPE OF SERVICES

1. Conduct one initial site visit with Ardurra and City staff to verify site conditions and confirm City direction on improvements.
2. Prepare and submit 30% submittal drawings.
3. Prepare and submit cost estimate information for our scope of work.
4. Conduct one virtual design review meeting with Ardurra and City staff.
5. Refine design drawings based on City comments and Ardurra direction.
6. Prepare complete one set of Construction Documents suitable for bidding, permit and construction.
7. Refine construction cost estimate.
8. Prepare technical specifications.
9. Submit 90% drawings.
10. Provide Ardurra drawings for TAS submittal and Building Permit submittal (if required. Prepare drawing changes as required during permit approval process. Permit submittal, TAS submittal and coordination provided by Ardurra.
11. Assist Ardurra during a single Bid Phase, including attendance at Pre-Bid meeting and answer RFI.

12. Construction Administration: Assist SBA with Construction Administration, related to WOS scope. CA assistance will include:
- a. Attend and assist with Preconstruction Meeting.
  - b. 6 Site visits and Site Report.
  - c. Review and comment on contractor submittals.
  - d. Answer contractor RFI.
  - e. Conduct one substantial completion review and prepare punch list of deficient and incomplete items.
  - f. Conduct one final acceptance review.

#### CONSULTANTS

We include services of a structural engineer for the foundation of the open-air shade structure.

#### COMPENSATION & PAYMENT

##### White Oak Studio (Fixed Fee)

Refine design and 30% Submittal	\$9,100
100% Submittal	\$10,400
Bid Phase	\$1,000
<u>Construction Administration</u>	<u>\$9,800</u>
Total White Oak Studio	\$30,300

Structural Engineer \$3,100

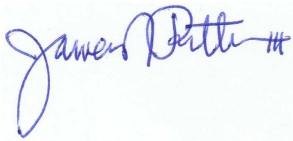
Expenses related to the work, such as mileage, (at applicable IRS rates) and printing will be additional to the fee and billed to you at our expense. We estimate expenses not to exceed \$500.

Our scope of services does not include:

1. Revisions to work that has proceeded based on Ardurra or City direction or approval.
2. Meetings, presentations or presentation materials other than that described above.
3. Work for areas or elements outside the project areas described herein.

We appreciate the opportunity to provide this information and look forward to the opportunity to work with you. If you have questions, please do not hesitate to contact me.

Respectfully,



Jim Patterson, PLA LEED AP  
President, James Patterson Associates, Inc. dba White Oak Studio

cc: Aaron Rader, PE – Kimley-Horn

Gunda Corporation  
32731 Eygypt Lane, Suite 501  
Magnolia, Texas, 77354

Re: Matheson Park Electrical

Att: Kyle A. Bertran, P.E.

The following is a proposal for the above referenced project;

- E1 Electrical Abbreviations
  - E2 Site Electrical
  - E3 Site Enlarged Electrical A **(Revised)**
  - E4 Site Enlarged Electrical B **(Revised)**
  - E5 Site Enlarged Electrical C **(Revised)**
  - E6 Site Enlarged Electrical D **(Revised)**
  - E7 Electrical One Line Diagram **(Revised)**
  - E5 Electrical Details "A"
  - E6 Electrical Details "B"
  - E7 Electrical Controls "A" **(Revised)**
  - Electrical Specifications **(Revised)**
  - Necessary site visits.
  - Estimated Electrical C
  - For the Sum of \$ 17,900.00 (Revised 10/12/2022)**
- Should you have questions, please feel free to call

Jack R. Neill, P.E.

President



Gunda Corporation  
32731 Eygypt Lane, Suite 501  
Magnolia, Texas, 77354

Re: Matheson Park Electrical Update **October 12,2022**

Att: Patrick Rummel, P.E.

After review of the revised scope I am requesting the following change in my proposal;

1. The New storage bldg. and life guard rest area is excluded from this phase but needs to be planned for. **This requires no change. Provisions for future shall be provided.**
2. The Spash Pade: **Splash Pad (3 phase ) will require a permnant feeder not just provisions, along with providing a 3 phase service.**
3. **The Pickle Ball lighting and the Splash Pad lighting will offset each other.**

**The increase cost in item two(2) will be \$ 2900.00 ~ 19%**

**All other requirements in the Professional Service Agreement lok fine with this minor change.**

**Should you have aner further questions please feel free to contact.**

Jack R. Neill, P.E.

President





# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Consideration to approve a Professional Services Agreement with Oller Engineering, Inc. for Project Number 2023-10004, design of the Pine Street elevated storage tank rehabilitation for the City of Tomball, for the not-to-exceed amount of \$73,943, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

A complete inspection of the Pine Street elevated storage tank (EST) was completed in 2020. the engineer’s recommendation was to complete a rehabilitation of the exterior of the EST within the next two years. The existing coating has a normal lifespan of 15-20 years and is now over 20 years old . Based on the report, tank rehabilitation, including blasting and coating, is needed to protect the integrity of the tank.

The proposed professional services agreement with Oller Engineering, Inc. (FNI) includes a scope of work to design and oversee construction activities for the exterior rehabilitation of the Pine Street elevated storage tank for a not-to-exceed amount of \$73,943.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget, as part of the Certificate of Obligation issuance.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Oller Engineering, Inc. for the design of the Pine Street elevates storage tank rehabilitation for a total amount not to exceed \$73,943.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-613-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10008  
CITY OF TOMBALL  
PINE STREET ELEVATED STORAGE TANK REHABILITATION**

**THE STATE OF TEXAS           §**

**COUNTY OF HARRIS           §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to contract for the design of Pine Street Elevated Storage Tank Rehabilitation (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance

of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.  
OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

**SECTION IV.  
TIME FOR PERFORMANCE**

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

**SECTION V.  
COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

**SECTION VI.  
INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees**

**against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$73,943, including reimbursable expenses as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Oller Engineering, Inc.  
Attn: Rich Oller  
2901 Wilcrest Drive  
Houston, Texas 77042

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

#### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

#### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

#### **SECTION XIII. DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

#### **SECTION XIV. MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this 24 day of October, 2022.

**Oller Engineering, Inc.:**



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Name: Rich Oller

Title: President/ Project Manager

**CITY OF TOMBALL, TEXAS**

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David Esquivel, City Manager

ATTEST:

---

Doris Speer, City Secretary



**ENGINEER:**

**OEI**

By: Rich Oller, PE

Title: Project Manager | CEO

Date Signed: 10/24/22

Address for Giving Notices:

2901 Wilcrest Drive, Suite 550  
Houston, TX 79423

**OWNER:**

**CITY OF TOMBALL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for Giving Notices:

501 James St  
Tomball, TX 77375

**I. PAYMENTS TO ENGINEER**

A. Owner shall pay Engineer for services for Project as follows:

Percentage	Phase	Amount
	Tank Evaluation and Preliminary Design	<b>\$6,040.00</b>
	Final Design and TCEQ Submittal for Project Approval	<b>\$30,650.00</b>
	Bid Management and Bid Award Recommendations	<b>\$8,770.00</b>
	Construction Management and Project Close-Out	<b>\$21,788.00</b>
	<b>Total Engineering Design Fee</b>	<b>\$67,248.00</b>
	TCEQ Administration/Correspondence	<b>Hourly</b>
	Direct Expenses	<b>\$6,695.00</b>
	<b>TOTAL PROJECT FEES</b>	<b><u>\$73,943.00</u></b>

**B. Invoicing shall follow this table as percent complete by phase and be invoiced monthly as work is completed by task.**

## II. REIMBURSABLE EXPENSES AND HOURLY RATES

### A. Reimbursable Expense Schedule

8" x 11" Copies/Impression	\$0.25/page
11" x 17"	\$0.75/page
Blueprint Copies	\$1.50/sq. ft.
Reproducible Copies (Mylar)	\$3.50/sq. ft.
Reproducible Copies (paper)	\$2.00/sq. ft.
Mileage (auto)	\$1.00/mile
Soil Sampling	at cost x 1.15
Postage	at cost
Shipping/Delivery	at cost x 1.10
Meals and Lodging	at cost x 1.10
Geotechnical Cores and Report	at cost x 1.50
Concrete Cylinders (foundation)	at cost x 1.50
Surveying (subconsultant)	at cost x 1.20

Standard Hourly Rates Schedule Professional Staff:

Principal	\$250.00/hr
Project Manager	\$190.00/hr
Project Engineer	\$185.00/hr
EIT	\$165.00/hr
CAD Operator	\$130.00/hr
GIS Operator	\$130.00/hr
Inspection Services	\$120.00/hr
Accounting	\$112.00/hr
Clerical	\$80.00/hr

**III. SUBCONSULTANTS**

**Table of Consultants & Fees**

Testing Laboratory	\$960.00 Budget for Lead Testing of paint
<b>Total</b>	<b>\$960.00</b>

**IV. INVOICES**

Invoices for services are due and payable within 30 days of receipt. If Owner fails to pay an invoice when due, Engineer shall be allowed to charge 10% per annum (or the maximum interest rate permitted by law if less) to the date paid. Additionally, Engineer may after giving (7) days' notice, suspend further services hereunder until all amounts due are paid in full. Payments received shall be credited first to interest, then to principal. In the event of a disputed invoice, only the amount in dispute may be withheld from payment and all undisputed amounts will be paid.

**V. TERMINATION**

In the event of termination or cancellation of the project prior to completion, Engineer shall be entitled (whether termination was with or without cause) to be paid for all services to date of termination and a reasonable amount for services and expenses directly attributed to termination both before and after the effective date of termination.

**VI. LEGISLATIVE ACTION**

In the event of legislative actions, any new taxes, fees, or cost attributable thereto shall be paid by Owner as a reimbursable expense.

## **EXHIBIT "A"**

### **SCOPE OF PROFESSIONAL SERVICES** *For*

The following are the services to be performed by the Engineer. The Scope is a general description of tasks that will be performed in the completion of the project,

- Site visit to review site and note potential construction/design concerns/conflicts;
- Review existing tank inspection reports provided by City;
- Coordinate and conduct a Design kickoff meeting with City;
- Review costing systems with City and recommend based coating system on experience;
- Determine the optimum time for taking tank offline;
- Identify contractors in area for painting elevated tanks;
- Develop public notices of painting operations for City to hand out and post;
- Develop drawings details for replacement of accessories on tank;
- Develop schematics of tank from as-builts for illustration in specifications;
- Prepare specifications for tank sandblasting, primer application and final coats interior & exterior;
- Issue construction drawings and specifications incorporating any addenda/post on CivCast;
- Host Construction Pre-Bid Meeting (If applicable);
- Review Contractor bid packages;
- Review, evaluate and certify bid tabulations and bidder qualifications;
- Provide recommendations for construction to Owner in an official letter for Council Approval;
- Conduct a Pre-Construction Conference with Owner & Contractor;
- Process Pay Request(s);
- Process and manage City approved Work Change Directives;
- In-field project check-ins as applicable;
- Issuing of project close out documents upon acceptance of project as complete by City;
- As-built submittal to City for record purposes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Steve Brown
	<b>PHONE (A/C, No. Ext):</b> 678-690-5996
<b>INSURED</b> Oller Engineering, Inc. 2811 S Loop 289 Ste. 17 Lubbock TX 79423	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> RSCcertrequest@risk-strategies.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Travelers Casualty and Surety Company	<b>NAIC #</b> 19038
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 70927138

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	107169888	10/20/2022	10/20/2024	Per Claim/ Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Consideration to approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10010, East Water Plant design for the City of Tomball, for the not-to-exceed amount of \$2,606,076, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

The Waster Master Plan, completed in 2018, identified improvements to the City’s water distribution system that would help the City serve anticipated future water demands. The recommendations included construction of a new water plant, referred to as the East Water Plant, to be located on the eastern side of the system along Hufsmith-Kohrville, generally between Mahaffey Road and Country Club Green Drive.

The proposed professional services agreement with Freese & Nichols, Inc. (FNI) includes a scope of work to design and oversee construction of a new pump station, groundwater well, and ground storage tank for a not-to-exceed amount of \$2,606,076.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget, as part of the Certificate of Obligation issuance.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for the design of the East Water Plant for a total amount not to exceed \$2,606,076

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-613-6409  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10010  
CITY OF TOMBALL  
EAST WATER PLANT**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to contract for the Design of the East Water Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance



of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.  
OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

**SECTION IV.  
TIME FOR PERFORMANCE**

The time for performance is an estimated 1,000 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

**SECTION V.  
COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

**SECTION VI.  
INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify,**

**hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$2,606,076, including reimbursable expenses and special services (if utilized) as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### **SECTION XIII. DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision

of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, Inc.:**

*Richard Weatherly*

Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# EXHIBIT A

ATTACHMENT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

Tomball completed an update of their Water Master Plan in 2018. The master plan identified improvement needs in the City's water distribution system that that will help the City serve anticipated future water demands. These improvement recommendations included construction of a new water plant (East Water Plant) at the eastern side of the City system along Hufsmith-Kohrville road in between Mahaffey road and Country Club Green Drive. This project will include construction of a new pump station, groundwater well, and ground storage tank.

### Assumptions

- The construction package will include work for the following two facilities:
  - A new 3,000 gpm pump station with space for expansion to 4,500 gpm in the Hufsmith-Kohrville Rd corridor between Spell Rd in the south and FM 2920 in the north
  - 1.0 MG ground storage tank
  - Groundwater well.
- The project will include a siting study, preliminary and final design.
- A Siting Study will be prepared for the ground water well location and pump station with GST tank. This will aid the city in securing a site of roughly 1.5 to 2 Acres.
- A preliminary design report (PDR) will be prepared for the pump station improvements.
- The PDR will include alternatives for the pump station layout with recommendations for the future delivery point from NHCRWA, the ground storage tank, pump types, and electrical equipment.
- Final Design will include all required environmental, drainage, civil, architectural, structural, electrical and hydraulic design.
- The entire site will have a perimeter chain link fence with one motorized sliding vehicular access gate.
- The site will require yard piping, landscaping screening, grading, driveway, fencing, drainage, lighting and irrigation.
- Based on previous experience from the Water Well consultant, there could be water quality challenges to be addressed. FNI will present several mixing system options during design phase and will assume selection of one of these is included in the design.
- Chlorine gas will be used initially with provisions for conversion to chloramines when surface water is brought to the site.
- Overflow from the ground tank will be routed to drain away from future development and drainage design as needed.
- A stand-by generator will be included in the design and will be diesel driven.
- The project will use a design-bid-build delivery method.
- The construction project will be bid as a single construction package.

The project tasks are broken down in **Table 1**:

**Table 1: East Water Plant Tasks**

Task	Task Description
<b>Basic Services</b>	
A	Project Management
B	Siting Study
C	Preliminary Design
D	Final Design Phase
E	Bid Phase
F	Construction General Representation
<b>Special Services</b>	
G	Resident Project Representation
H	Topographic Survey
I	Geotechnical Investigation
J	AGS Siting Report
K	Environmental Review and Permitting

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**TASK A: PROJECT MANAGEMENT**

Consultant shall provide project management services for the project. The following services shall be provided:

**A1. Project Kickoff Meeting (internal)**

Schedule, organize and run an Internal Kickoff meeting during the siting phase of the project. Prepare meeting minutes and submit for review one week after the meeting. All FNI specialties will participate in this meeting.

**A2. Project Kickoff Meeting**

Schedule, organize and run an External Kickoff meeting during the siting phase of the project. Prepare meeting minutes and submit for review one week after the meeting. Subcontractors, including water well, geotechnical and survey will participate in this meeting.

**A3. Monthly Progress Meetings (internal)**

Schedule, organize and run internal monthly progress meetings (up to 12) during the design phase of the project. Prepare meeting minutes and submit for review one week after the meeting.

**A4. Monthly Progress Meetings**

Schedule, organize and run client monthly progress meetings (up to 12) during the design phase of the project. Prepare meeting minutes and submit for review one week after the meeting.

**A5. City Council Presentations**

Prepare presentations and attend up to three (3) Council meetings to brief the Council on the progress of



the design.

**A6. Project Schedule**

Prepare a project schedule and update over the course of the project. Provide oversight of the schedule during the survey, land acquisition, and engineering process, to attempt to maintain the City's desired schedule. Maintain the project budget and verify that the scope is being followed.

**A7. Monthly Project One Page Reports**

Prepare Monthly Client communications. Generate One Page Reports to communicate achieved milestones, upcoming submittal and pending issues that could impact the Project

**A8. Project Scheduler Review**

Coordinate with FNI scheduler for overall project requirements, milestones and staff requirements and assignments.

**A9. Contract Operations**

Coordinate with FNI corporate team, for operations, accounting and contracts. Verification of project percent complete and invoicing, subconsultant agreements and invoicing.

**A10. Contract Preparation**

Track hours used in the preparation of supporting documents and exhibits necessary to develop proposal, agreement and subcontractor's proposals

**A11. Project Close Out**

Project close out checklist and documentation. Final project invoice, subcontractor final payment and closeout.

**A12. Quality Management**

- a. Develop a quality management plan that includes three quality control meetings where submittals and checklist are reviewed with quality control team and project advisor. These quality control milestones are for 60%, 90% and 100% submittals. Develop quality assurance meetings between project manager and quality assurance champion. These are scheduled no later than 2 weeks after quality control checks.
- b. Meet with senior advisor with expertise in this type of projects. Senior advisor is engaged earlier in the design process and provides insight to prevent design issues and guide project in accordance with best common practices.
- c. Quality control reviews at 60%, 90% and 100% submittals. Review of design checklist and corresponding deliverables prior to submittal to the client.
- d. Quality assurance meeting post 60%, 90% and 100% submittals. Verifies that design considerations were followed and that internal processes are being followed. Provides advice on project issues and possible solutions as well as possible future issues based on schedule, constructability, and project specific needs.
- e. Constructability reviews are scheduled early on the 60% design to identify possible issues with the

planned design. Two others are planned for 90% and 100% to further define the construction options and possible issue

## **TASK B: SITING STUDY**

### **B1. Site Evaluation**

Perform site evaluation and selection analysis to review potential sites for power, access and connectivity to existing City of Tomball system and future connection to NHCRWA line. Evaluate up to three Water Plant sites based on:

- a. Ground Water Availability
- b. Site accessibility
- c. Land Availability
- d. Proximity to existing and/or proposed water lines
- e. Evaluate pump station and ground storage tank site hydraulics

Recommend a prioritized list of sites meeting the criteria above for City to begin acquisition discussions with property owners.

### **B2. Draft Siting Memorandum**

Develop draft technical memorandum summarizing findings of the siting study, including the recommendation for the proposed site, and submit to the City of Tomball.

### **B3. Presentation to the City**

Conduct one (1) conference call to review City's comments on draft technical memorandum.

### **B4. Final Siting Memorandum**

Finalize technical memorandum with recommendations for Water Plant Site and submit to City. Assist the City in land acquisition negotiations as needed.

## **TASK C: PRELIMINARY DESIGN 3,000 GPM PS:**

FNI shall provide professional services in this phase as follows:

### **C1. Hydraulic Analysis**

Perform a hydraulic analysis of the City of Tomball existing system and future NHCRWA connection to determine needs for a pressure reducing valve, flow metering and connection requirements.

### **C2. Storage Tank**

Perform an evaluation of ground storage tank material alternatives and confirm tank size.

### **C3. Pump Station System Curves**

Develop system curves for the pump station with respect to the updated plans for the expansion of the water system. Design system for 3,000 gpm firm capacity initially with space for expansion to 4,500 gpm in the future.

#### **C4. Pump Evaluation and Selection**

Evaluate pumping equipment required for the Project. Contact various pump manufacturers to determine pumps that are available for the station. Evaluate selections by manufacturers and make recommendations to the City for inclusion in specifications.

#### **C5. Well Pumping Capacity**

Use recommendations from the well feasibility study to develop the required well pumping capacity and analyze water quality for required treatment or conditioning.

#### **C6. Phase I Environmental Site Assessment**

Freese and Nichols shall render the following professional services in connection with completion of the Phase I ESA:

- a. **Historical Land Use Review:** Perform an investigation into prior ownership and past land uses on the subject property. Freese and Nichols will attempt to identify obvious uses of the subject property from the present back to the property's first developed use. To accomplish this task, Freese and Nichols will review the following records (if available)
  1. Interviews with local representatives and property owners/tenants.
  2. Historical aerial photography.
  3. Historical topographic maps.
  4. Sanborn fire insurance maps.
  5. City directories.

- b. **Regulatory Agency Records Review:**

Freese and Nichols will review information found in federal and state regulatory records for the subject property, including records related to environmental-related permits, notices-of-violation, and incidents involving use, disposal, or accidental release of hazardous substances, petroleum products, or other waste materials. Local records, if available, related to the subject property will also be reviewed for indications of environmental concern.

- c. **Site Reconnaissance Visit:**

Freese and Nichols will perform a site reconnaissance visit to the subject property. Existing environmental conditions will be documented on the site. Freese and Nichols will look for potential indicators of environmental concerns such as stained soils or other surfaces, stressed vegetation, exposed piping, and evidence of improper use or disposal of regulated substances. Freese and Nichols will document the condition of each property using photographs. Copies of photographs will be included in the report.

- d. **Report Preparation:**

Following the completion of Tasks 1 through 3, a report will be prepared for the subject property documenting our findings. The report will contain a narrative of our findings, recommendations for additional environmental investigations, as needed, and copies of all data obtained relevant to each subject property. The report will contain appropriate maps, figures, and photographs.

#### **C7. Chemical Process Layout**

Develop Chemical Process flow for layout of injection equipment and controls based on current and future

process controls for the City of Tomball.

**C8. Civil and Structural Plans**

Prepare site plans, pump station floor plans and pump station cross-sections for pump station.

**C9. Electrical Power Supply**

Coordinate with the power company to determine adequacy of power supply in the area and cost for connections.

**C10. Draft Preliminary Design Report**

Provide a Draft Preliminary Design Report (PDR) summarizing the recommendations for the pump station including an updated project schedule and opinion of probable construction costs.

**C11. Review Meeting with the City Staff**

Conduct (1) review meeting with City staff on the draft Preliminary Design Report to obtain their comments as well as feedback from land acquisition, process, electrical and operations specialties.

**C12. Final Preliminary Design Report**

Comments will be addressed, and the Report will be finalized updating conclusions and recommendations and opinion of probable construction costs.

**TASK D: FINAL DESIGN 3,000 GPM PS :**

FNI shall provide professional services in this phase as follows:

**D1. 60% Final Design**

- a. FNI will perform civil design including site plan, grading, drainage and utilities. Design includes using survey information to develop Pump Station Layout and yard piping layout to be included in plans and calculations. A quantity takeoff of required materials will be performed.
- b. Pump station mechanical design will be performed using required pressure and flow based on the hydraulic analysis made in the PDR. Pump curves and system curves will be developed. Pump selection will be made, and manufacturers will be contacted to establish motor sizes and pump types.
- c. Tank manufacturer will be contacted to coordinate foundation design based on geotechnical information and site survey. Pipe connections and appurtenances will be defined.
- d. The structural team will prepare foundation design for the pump station and electrical building. The electrical building is assumed to be a performance specified pre-cast concrete stand-alone building.
- e. Electrical team will develop power needs and prepare one-line diagrams and controls for motors and pumps. Emergency power generator will be selected, and location defined. Provide electrical plans, details for the pump station and ground storage tank electrical equipment, instrumentation, controls, site lighting, and related appurtenances. It is assumed the design will include a SCADA operated control valve inside of the pump station electrical room.

- f. The Water treatment team will develop the disinfection process in accordance with the water quality found on the water well.
- g. FNI's architects will develop a design that conforms with the needs and requirements for the City regarding access and functionality.
- h. The water well design team will further develop the pump sizing and well design.
- i. The drainage team will perform a site evaluation visit to identify existing drainage patterns and possible outfall locations, which will be coordinated with the City Engineer. The discharge point will either be an existing roadside ditch, storm sewer system, or an existing drainage channel. Coordinate with the City Engineer and other local agencies as necessary to discuss storm drainage and detention requirements associated with the site development.
- j. Specifications: FNI will prepare front end documents related to contracting and obligations of the Contractor, City of Tomball and project designer. A bid document with alternates will be developed. Also, technical specifications for every discipline involved in the design of the pump station and ground storage tank will be prepared. Other contractual documents like geotechnical design report will be included as part of the project manual.
- k. 60% Quality Control and Constructability Review: Each discipline will conduct its QC review and provide feedback for its drawings and specifications. A constructability review will be conducted contractors that have worked in similar projects and with similar challenges as those encountered on this design.

**D2. 90% Final Design**

- a. FNI will continue refining the civil design including site plan, grading, drainage and utilities. Updates to the design includes using QC and constructability information to improve the Pump Station Layout and yard piping layout. Calculations will be completed, and the Project Design report will be finalized. An updated quantity takeoff of required materials will be performed.
- b. Pump station mechanical design will be refined using information based on transient analysis. Pump curves and system curves will be updated. Pump selection will be completed. Accepted manufacturers will be selected.
- c. Tank manufacturer will be contacted to complete foundation design and tank body will be developed. Pipe connections and appurtenances will be defined.
- d. The structural team will complete foundation design for pump station and electrical building.
- e. Electrical team will complete electrical drawings and finish details for the pump station and ground storage tank electrical equipment, instrumentation, controls, site lighting, and related appurtenances. SCADA operated control will be coordinated with existing City of Tomball system.
- f. The water treatment team will complete the disinfection equipment design.
- g. FNI's architects will complete the design using the feedback provided by the City of Tomball.
- h. The drainage team will complete and submit drainage improvement plans in accordance with City's Engineer Design Criteria. The drainage improvement plans will include the following: a location map

showing the site in relation to the entire watershed, calculations showing the anticipated storm water flow including watershed area, runoff coefficient, time of concentrations, and basis for design of all improvements, and detailed plans for drainage structures, or any other proposed improvements.

- i. Specifications: FNI will complete front end documents related to contracting and obligations of the Contractor, City of Tomball and project designer. A bid document with alternates will be completed. Also, technical specifications for every discipline involved in the design of the pump station and ground storage tank will be finished. Other contractual documents like geotechnical design report will be updated to complete the project manual.
- j. 90% Quality Control and Constructability Review: Each discipline will conduct its final QC review and provide adjustments for its drawings and specifications. A final constructability review will be conducted contractors that have worked in similar projects.

**D3. 100% Final Design**

- a. After receiving comments from the City of Tomball the Drawings and Specifications will be updated in preparation for Agency Approval and Bid Process.
- b. FNI, will submit the contract documents (final drawings and specifications) to TCEQ for conditional approval. We will coordinate with TCEQ in case there are any comments or revisions required. The project may be advertised and reviewed by the TCEQ concurrently, however the project cannot start construction until TCEQ approval is received.

**TASK E: BID PHASE**

Upon completion of the design services and approval of "Final" drawings and specifications by City, Consultant will proceed with the performance of services in this phase as follows:

**E1. Prepare Bid Documents**

Assist City in securing proposals this construction contract. Issue a Notice to Bidders to prospective contractors and vendors listed in Consultant's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to Bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.

**E2. Distribute Bid Documents**

Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.

**E3. Maintain Distributed Bid Documents**

Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.

**E4. Issue Addenda and Respond to Questions**

Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

#### **E5. Pre-bid Conference**

Assist the City in conducting a pre-bid conference for the construction projects and coordinate responses with City. Response to the pre-proposal conferences will be in the form of addenda issued after the conference.

#### **E6. Bid Tabulation and Award Recommendation**

At City request, Consultant will assist City in the opening, tabulating, and analyzing the proposals received. Review and identify non-compliance items in each proposal, review qualifications, develop a Bid Tabulation spreadsheet. Prepare a recommendation for award and attend the council meeting where the selected Contractor to execute the Project is on the agenda.

#### **E7. Conformed Contract Documents**

Assist City in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents for each construction contract, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute five (5) copies of these documents for each construction contract to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide City with the remaining five (5) copies of these documents for each construction contract for use during construction. Additional sets of documents can be provided as an additional service.

#### **E8. Issue of Documents and Notice to Proceed to Contractor**

Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract. Assist in execution of the contract and issuance of Notice to Proceed.

### **TASK F: CONSTRUCTION GENERAL REPRESENTATION**

Upon completion of the procurement phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the City in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The City agrees to include provisions in the construction contract documents that will require the construction contractors to include Consultant and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

#### **F1. Pre-Construction Conference**

Assist City in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the



Construction Contractor.

**F2. Construction Communication Plan**

Establish communication procedures with the City, its authorized representative and contractor.

**F3. Construction Documents Review**

Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information (RFI), modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.

**F4. Pay Request Review**

Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests (up to 15) and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

**F5. Monthly Site Visits**

Make two visits per month for the 15 month construction duration to the Pump Station and Ground Storage Tank site, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City. Visits to the sites more than the specified number are an Additional Service.

**F6. Non-Conforming Work Notification**

Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

**F7. Construction Documents Interpretation**

Interpret the drawings and specifications for the City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

**F8. Management of Change**

Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an Additional Service.

#### **F9. Management of Change**

Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.

#### **F10. Pump Station Start Up**

Assist, in conjunction with City's representative, the start-up process of the pump station and tank operation. This start-up process shall follow the recommendations of the pump manufacturer and tank manufacturer. Also, the contractor shall conform with the design concept of the Project and general requirements of water production, storage, and pumping needs. FNI will prepare a list of deficiencies to be corrected by the contractor before recommendation for equipment acceptance.

#### **F11. Final Walk Thru**

Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an Additional Service.

#### **F12. Record Drawings**

Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by Consultant to the City. Consultant shall also provide a DWG electronic copy of the Record Drawings to the City.

**SPECIAL SERVICES:** FNI shall render the following special services once they have been authorized by the City

#### **TASK G: CONSTRUCTION MANAGEMENT AND INSPECTION**

The Consultant will have a Resident Project Representative (RPR) on the Site. The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

#### **G1. CONSTRUCTION MANAGEMENT GENERAL ASSUMPTIONS**

RPR is the Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with Consultant and CONTRACTOR, keeping City advised as necessary. RPR's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR.

FNI will endeavor to protect the City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in

any way to the condition of the premises, the work of the Contactor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

## **G2. CONSTRUCTION MANAGER AND RESIDENT PROJECT REPRESENTATIVE ASSIGNMENTS**

Provide the services of an on-site Construction Inspector / RPR acceptable to the City. FNI will provide a level of service based on the duration and schedule of the project as outlined in the fee spreadsheet. The Consultant will provide one full-time inspector and a part-time construction manager. The inspector will cover the pump station project over the expected construction duration of 15 months. He is expected to work an average of 52 hours per week. The CM will average two trips to the site a week for the duration of the work, expected to be 15 months.

## **G3. DUTIES AND RESPONSIBILITIES OF THE RPR**

- a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with Consultant concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
  - i. Serve as Engineering Consultant's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant in serving as City's liaison with CONTRACTOR when CONTRACTOR's operations affect City's on-site operations. Provide communication link between the City, Consultant, and Contractor.
  - ii. Coordinate the work of testing laboratories and others required for the testing or inspection of materials, witness tests, factory testing, etc. for quality control.
- d. PMIS:
  - i. Maintain a Project documentation system consistent with the requirements of the Construction Contract Documents, including daily field inspection and construction reports and tracking corrections to defective work.
  - ii. Maintain a photographic log of construction activities.
  - iii. Advise Consultant and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant.
- e. Review of Work, Rejection of Defective Work, Inspections, and Tests:
  - i. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - ii. Report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - iii. Verify that tests, equipment, and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - iv. Accompany visiting inspectors representing public or other agencies having authority over the Project, record the results of these inspections and report to Consultant.
  - v. Observe whether the Contractor has performed inspections required by laws or regulations,

- ordinances, codes, or order applicable to the work, including those to be performed by public agencies having jurisdiction over the work.
- vi. Notify the Consultant and City of non-conforming work observed.
  - f. Interpretation of Contract Documents: Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by Consultant.
  - g. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with RPR's recommendations to Consultant. Transmit to CONTRACTOR in writing decisions as issued by Consultant.
  - h. Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
  - i. Reports:
    - i. Report all activities to the ENGINEER and City on a daily/weekly basis including progress reports, deficiencies noted and corrected, schedule status and changes, conflicts on the plans, attend progress meetings, quantity overruns and underruns, potential future change order request, etc.
    - ii. Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
    - iii. Draft proposed Written Amendments, Change Orders, and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to Consultant Written Amendments, Change Orders, Work Change Directives, and Field Orders.
    - iv. When known, report immediately to Consultant and City the occurrence of any accident.
  - j. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the City, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
  - k. Review Contractor's record documents periodically to determine that the drawings are being maintained during the construction of the project.
  - l. Certificates, Maintenance, and Operation Manuals: During the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to the City prior to final payment for the Work.
  - m. Completion:
    - i. Before Consultant issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    - ii. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including those to be performed by public agencies having jurisdiction over the Work.
    - iii. Conduct a final inspection in the company of Consultant, City and CONTRACTOR and prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment.
    - iv. Observe whether all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

#### **TASK H: TOPOGRAPHIC SURVEY**

Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

## **H1. ABSTRACT**

Abstract map of the proposed Pump Station and EST sites and pipeline alignments. This map will consist of available property line information from the Walker County Appraisal District. The abstract property information will be overlaid onto an aerial photograph of the City of Tomball and used to determine and display alternative pipeline alignments.

## **H2. PERMIT FOR ACCESS PROPERTY**

Prepare letters of permission for access to private properties for surveying and geotechnical boring activities. These letters are to be put on the City of Tomball letterhead and sent to the appropriate landowners. The City will follow-up with unresponsive landowners.

## **H2. TOPOGRAPHIC SURVEY**

Perform a design topographic survey of the Tall Timbers EST site, proposed pump station sites and the pipeline alignments. Survey all surface features within the survey areas, including 1-foot contours, ditches, creeks, outlines of tree lines, telephone poles, fences, valves, vaults, manholes, roads, culverts, buildings, mailboxes, utility boxes, driveways, and all other such surface features. The vertical datum will be referenced to (NAVD 88) and tied to the City of Tomball Mapping Control Network benchmarks.

## **H2. DIG TESS CALL**

Call Dig TESS to flag all existing underground franchise utilities and survey these utilities into the design survey. Research existing City of Tomball utility plans and include these lines in the survey.

## **TASK I: GEOTECHNICAL INVESTIGATION**

Consultant will render the following geotechnical engineering professional services in connection with the project consisting of field exploration, laboratory testing, engineering analysis, and reporting.

### **I1. FIELD EXPLORATION**

- a. Select appropriate locations for exploratory borings within the vicinity of the proposed improvements at each site and along the proposed pipeline alignment.
- b. The Consultant will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- c. Subcontract with a drilling contractor to drill exploratory borings for the proposed improvements according to the schedule provided below. The boring depths are intended to provide a 15- to 30-foot profile of the bedrock below the EST and may be adjusted based on *in situ* conditions to achieve this penetration.
- d. Water Plant: Four (4) borings to a depth of 40 feet and two (2) borings to a depth of 60 feet below existing grade for the pump station and one additional boring to a depth of 25 feet below existing grade for the meter vault. Four (4) borings to a depth of 40 feet around the tank perimeter and one (1) boring to a depth of 70 feet below existing grade near the center of the ground storage tank.
- e. Ground Storage Tank: Five (5) borings to a depth of 60 feet below existing grade.
- f. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with

the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.

- g. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- h. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- i. A Consultant or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

## **12. LABORATORY TESTING**

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- b. The Consultant will select samples for laboratory testing, assign tests, and review the test results.
- c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
  - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
  - ii. Moisture content
  - iii. Unit dry weight
  - iv. Unconfined compressive strength of soil and rock
  - v. One-dimensional swell (restrained and unrestrained)
  - vi. One-dimensional consolidation

## **13. PUMP STATION GEOTECHNICAL DESIGN REPORT**

- a. The Consultant will perform the geotechnical engineering analysis and prepare separate technical memorandums for the Pump Station and Chemical Dosing Building summarizing the geotechnical investigation relevant for this structure. The technical memorandum will include the following:
  - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
  - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
  - iii. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
  - iv. Subgrade treatment and preparation recommendations for new access drives.
  - v. General discussion of expected construction related issues.
  - vi. Earthwork related recommendations for use during development of plans and specifications.
- b. Submittals will include an electronic PDF copy of each technical memorandum.

## **14. GROUND STORAGE TANK GEOTECHNICAL DESIGN REPORT**

- a. The Consultant will perform the geotechnical engineering analysis and prepare separate technical memorandums for the Ground Storage Tank summarizing the geotechnical investigation relevant for this structure. The technical memorandum will include the following:
  - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.

- ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
  - iii. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
  - iv. Subgrade treatment and preparation recommendations for new access drives.
  - v. General discussion of expected construction related issues.
  - vi. Earthwork related recommendations for use during development of plans and specifications.
- b. Submittals will include an electronic PDF copy of each technical memorandum.

**TASK J: WELL SITING REPORT**

The Report including the following\*

**J1. PROPOSED WATER WELL FESIBILITY STUDY**

Prepare a technical report with: summary information regarding the AGS work completed; information regarding the local hydrogeology and aquifers; public water supply and industrial well and water quality data tables; a figure(s) showing the locations and/or construction information for the existing City public supply wells, the proposed New Well location, other selected moderate to large capacity public supply or industrial wells and selected oil or gas well(s) or test hole(s) in the study area; and preliminary feasibility assessments and general siting information, guidelines, requirements and recommendations for the New Well site and future public supply well including preliminary well construction parameters information and estimates for the New Well.

**J2. WELL CONSTRUCTION PARAMETERS**

Provide estimated well construction parameters for the New Well and its permanent well pump and well motor equipment that include: the pilot hole or test hole depth and types of geophysical logs to perform; water well casing, blank liner pipe and well screen types and material diameters, depths, lengths and wall thicknesses; well pumping tests; well performance requirements; and the pumping rate, total dynamic head, pump setting, pump column sizing and motor horsepower for the permanent well pump and motor equipment.

**J3. POLLUTION HAZARDS STUDY AND REPORT**

Perform a pollution hazard study for the site that is selected for the New Well construction that addresses the Texas Commission on Environmental Quality (TCEQ) rules and regulations for a public supply well in TCEQ Chapter 290, Subchapter D, 290.41, Water Sources, Groundwater sources and development, 290.41(c)(1)(A)-(E), and the TCEQ Well Pollution Hazard Survey Checklist. The AGS work will include collecting and reviewing Client information for the New Well site and environmental information regarding any pollution hazard(s) at or in the vicinity of the site. The work also will include performing a field visit to the New Well site selected for construction to check for any pollution hazard(s) at or in the vicinity of the well site.

**J4. WELL AND PUMP SPECIFICATIONS REVIEW**

Review the following Client documents and provide review comments and suggested revisions to the Client: the draft technical specifications for the pilot hole or test hole, production well and well pump equipment; the draft water well schematic profile or drawing(s); and the draft bid document for the pilot hole or test hole, production well, well pump or motor equipment.



**J5. WELL CONSTRUCTION AND FIELD SERVICES**

- a. Review and evaluate the driller’s log, geophysical logs and the sieve analysis for the drill cuttings collected from the pilot hole or test hole.
- b. Provide written information and recommendations regarding the collection of one or more water samples from the pilot hole or test hole and the sampling depth interval(s). If pilot hole or test hole water samples are collected by the water well contractor from one or more water sampling depths, then evaluate the field pumping data and laboratory analyses of the water samples.
- c. Review the water well contractor’s well construction or completion recommendations and provide a written evaluation regarding the proposed well construction design, material diameters and depth settings, the gravel pack gradation and the screen slot size. If requested or needed, participate in a conference call(s) or meeting(s) regarding the pilot or test hole data and logs, any water sample field data or laboratory analyses and the water well contractor’s proposed well construction recommendations.
- d. As requested or needed, provide limited office communication and consultation with the Client or water well contractor during the pilot or test hole and well drilling, construction, development and testing operations.
- e. Review and evaluate the water well development and pumping test field data and review or provide the proposed pumping rate, total dynamic head and depth setting for the permanent well pump and the proposed motor horsepower for the permanent well motor. Also review the laboratory analyses for the water samples collected from the water well during the 36-hour pumping test and provide written review information to the Client.

**J6. LABORATORY SERVICES**

If any laboratory analysis of a water or gas sample(s) collected by AGS from the pilot or test hole or water well is requested or needed and approved by the Client, then AGS will be reimbursed for any water or gas sample(s) collected for which AGS is sent an invoice(s) by the laboratory that performs the lab work and analysis.

Note that the proposed laboratory cost for any water or gas sample analysis that might be billed to AGS is different than the extensive laboratory analyses of pilot or test hole and water well water samples that are specified to be completed by the water well contractor in the Client’s technical specifications and contract and bid documents

Laboratory Services

\* For more details see attached AGS Proposal

**TASK K: ENVIRONMENTAL REVIEW**

Consultant will render the following professional environmental services in connection with the project.

**K1. WETLAND DELINEATION**

Prior to making a field visit, obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. Consultant’s scientists will conduct a pedestrian survey of the route to identify environmental issues. This investigation will include the following:

- a. Identification of “waters of the U.S.” as defined by U.S. Army Corps Engineers’ regulations. These

waters of the U.S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other openwaterswillbedocumented.

- b. The presence of potential habitat for any federally listed threatened or endangered species will be determined.

## **K2. HAZARDOUS MATERIALS REVIEW**

Conduct a limited desktop review for any unknown hazardous materials sites present in the project corridor.

## **K3. SECTION 404 PERMITTING**

Consultant will prepare a letter report that will include a description of field observations described above; an opinion of whether or not jurisdictional waters are present, and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of potential USACE 404 permit options. The design team will work with the environmental team to pick sites and alignments that avoid impacts that would trigger the necessity for preconstruction notification to the USACE.

## **K4. PRECONSTRUCTION NOTIFICATION**

If required under the terms and conditions of the applicable nationwide permit or permits, Consultant will prepare a preconstruction notification (PCN). The draft PCN will be submitted to the City for review and comment. FNI assumes no more than one PCN would be required. After the City's comments are incorporated into the PCN, it will be submitted to the Galveston District Corps of Engineers. If a PCN is not required, Consultant will submit documentation to the City describing the permit conditions and requirements. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction. If an archeological survey is required, this will be considered Additional Services.

## **K5. SECTION 404 MITIGATION PLAN**

These services do not include any mitigation plan services, if required by the permit. If these are required, they will be considered additional services, and will be negotiated between Consultant and the City if requested by the City.

### **Summary of Meetings**

- Project Kickoff Meeting (Internal)
- Project Kickoff Meeting
- Up to twelve (12) monthly progress meetings with City staff with topics including:
  - Pump Station Layout,
  - Technical design issues,
  - Sequencing,
  - And other project-related issues
- Up to three (3) council meetings (siting report and preliminary design)
- Up to three (3) quality control review meetings (60%, 90% & 100% deliverables)
- One (1) Pre-bid conference meeting
- One (1) Bid opening meeting
- One (1) Pre-construction meeting

### **Summary of Presentations**

- One (1) Siting Report

### **List of Deliverables**

- Draft Siting Report
- Final Siting Report
- Draft Preliminary Design Report
- Final Preliminary Design Report
- 60% Deliverable
- 90% Deliverable
- 100% Deliverable

### **Summary of Project Schedule**

FNI agrees to complete the services as follows:

- Siting Report Study: 60 Days after NTP
- Special Services (H and I): 60 Days after City Approval of Site
- Preliminary Design: 90 Days after City Approval of Site
- Final Design: 180 Days after Preliminary Design
- Bid and Award Phase: 60 Days after Final Design Approval
- Construction Phase: 15 Months is anticipated for construction + 30 days for Record Drawings

**SUMMARY OF FEE FOR ENGINEERING SERVICES**

FNI proposes to perform the basic and special services outlined in the above sections for a total **lump sum fee of \$1,602,448**, and **not-to-exceed fee of \$1,003,628**, for a **total project cost of \$2,606,076**, as shown in **Table 2**.

**Table 2: Summary of Fee for Basic and Special Services**

<b>Basic Services Tasks</b>	
<b>Description</b>	<b>Lump Sum Fee</b>
Tasks A-C: Project Mgmt./Siting Study/Preliminary Design	\$ 525,869
Task D: Final Design Phase	\$ 772,772
Task E: Bid Phase	\$ 36,165
Task F: Construction Phase General Rep.	\$ 267,641
<b>Basic Services Subtotal (Lump Sum)</b>	<b>\$ 1,602,448</b>
<b>Special Services Tasks</b>	
<b>Description</b>	<b>CPM Fee</b>
Task G: Resident Project Representation	\$ 824,655
Task H: Topographic Survey	\$ 12,919
Task I: Geotechnical Investigation	\$ 61,100
Task J: AGS Siting Report	\$ 80,755
Task K: Environmental Review and Permitting	\$ 24,199
<b>Special Services Subtotal (CPM)</b>	<b>\$ 1,003,628</b>
<b>Project Total (Basic + Special Services)</b>	<b>\$ 2,606,076</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b> <b>FAX (A/C, No): (703) 827-2279</b> <b>E-MAIL ADDRESS: admin@amesgough.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Hartford Underwriters Insurance Company A+ (XV) 30104</b>	
<b>INSURER B : Hartford Casualty Insurance Company A+ (XV) 29424</b>	
<b>INSURER C : Hartford Accident and Indemnity Company A+ (XV) 22357</b>	
<b>INSURER D : Continental Casualty Company (CNA) A, XV 20443</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			42UUNOL5238	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	42WBOL6H3F	10/23/2022	10/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000**

RE: Project No. 2023-10010 East Water Plant

<b>CERTIFICATE HOLDER</b>  City of Tomball, Texas Attn: Project Manager 501 James Street Tomball, TX 77375	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Consideration to approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2019-10008, FM 2920 Lift Station Improvements for the City of Tomball, for the not-to-exceed amount of \$2,206,200, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

The FM 2920 lift station project is part of the City’s effort to expand capacity of the wastewater collection system on the southwest side of the City. The existing FM 2920 lift station does not have the capacity for future development needs and therefore, alternatives to expand the lift station and force main will need to be evaluated against the possibility of consolidating the lift station and flowing by gravity exclusively.

The proposed professional services agreement with Freese & Nichols, Inc. (FNI) includes a scope of work to complete a route study and evaluate the two proposed options for the wastewater collection system, design the project based on the best option, and oversee construction, for a not-to-exceed amount of \$2,206,200.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget, as part of the Certificate of Obligation issuance.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for the FM 2920 Lift Station Improvements for a total amount not to exceed \$2,206,200.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-614-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2019-10008  
CITY OF TOMBALL  
FM 2920 LIFT STATION IMPROVEMENTS**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to contract for the Design of Improvements to the FM 2920 Lift Station (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance



of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 1,200 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify,**

**hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$2,606,200, including reimbursable expenses and special services (if utilized) as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### **SECTION XIII. DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision

of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, Inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# EXHIBIT A

ATTACHMENT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

The FM 2920 Lift Station Consolidation project is part of the City of Tomball's effort to expand capacity of the wastewater collection system to their existing WWTP on the southwest side of town. The existing collection system includes a 30-inch sanitary sewer along Holderrieth Road from the South WWTP to a manhole and stub-out west of SH 249. The existing FM 2920 lift station does not have the capacity for future development needs; therefore, alternatives to expand the lift station/force main will be evaluated against the possibility of consolidating the lift station and flowing by gravity exclusively. For the basis of this scope, it is assumed that consolidation and flow by gravity will be feasible.

If decommissioning the FM 2920 lift station is feasible, a proposed 15,500 linear feet of 30-inch sanitary sewer would be installed from the south WWTP along Holderrieth Road from SH 249 west to Calvert Road, turning north along Calvert Road until N Humble Lake Road intersection and heading northwest paralleling through private property until reaching Treichel Road and turning north along Treichel Road to Waller-Tomball Road, and then west along Waller-Tomball Road to the existing FM 2920 lift station.

This project includes an alternative route study to evaluate the route that provides the best value to the City, detailed design of the selected route, bid phase services, and general construction representation services. Other special services include resident project representation, geotechnical investigation, topographic survey, easement preparation (if necessary), and environmental evaluation.

### Assumptions

- Consolidation of the FM 2920 Lift Station will be by gravity sewer south to the stubout on Holderrieth
- The construction package will be issued as a single bid package.
- The construction will be procured using the design, bid, build method.
- The City will contract materials testing separately.

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Wastewater Collection System – FM 2920 Lift Station Consolidation.

### TASK A: PROJECT MANAGEMENT

#### **A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City to review scope of services and project schedule, and to discuss the route study, technical design, operation, and other project set up items. FNI will provide the City with a data request memorandum identifying data needs.

#### **A2. Project Management and Communication**

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming

month, and discussion of any scope, schedule, or budget issues that may need to be resolved.

**A3. Monthly Progress Meeting**

FNI will conduct up to twelve (12) monthly progress meetings to discuss routes, technical design issues, sequencing, and other project-related issues.

**A4. Quality Assurance/ Quality Control**

FNI will prepare a QA/QC plan including regularly scheduled reviews of project deliverables.

**A5. Coordinate Sub-consultant's Efforts**

FNI will coordinate efforts with all three sub-consultants:

- Surveying – Gorrondona & Associates, Inc
- Geotechnical Investigation / Material Testing: Ninyo & Moore
- Subsurface Utility Engineering (SUE) – The Rios Group

**TASK B: ALTERNATE ROUTE STUDY**

**B1. Prepare Route Study**

FNI will prepare a route study that evaluates up to two (2) options for the proposed wastewater collection system:

- Develop conceptual pipeline plan and profiles for each option. The plan and profiles will be reviewed with the OWNER and the alternatives compared to determine advantages and disadvantages of the proposed alternatives based on the profile characteristics.
- Prepare a hydraulic analysis for each pipeline option, verifying pipeline capacity and minimum grade to maintain flushing velocities for solids that may settle out of the flow;
- Prepare preliminary OPCC for each of the alternative options. Estimate of land costs shall be furnished to the OWNER;
- Submit one advance copy of the draft alternate route study, cost opinion, and associated maps to the OWNER;
- Prepare and participate in one alternate route study workshop. The objective of the workshop is to present and discuss the findings of the evaluation; and
- Incorporate comments from the OWNER and submit four (4) hard copies and one (1) electronic copy (PDF format) of the draft alternate route study, cost opinion and associated drawings, and submit four (4) hard copies and one (1) electronic copy (PDF format) of the final alternate route study to the OWNER.

**B2. Route Study Workshop**

FNI will prepare and participate in one alternate route study workshop. The objective of the workshop is to present and discuss the findings of the evaluation.



## **TASK C: DESIGN PHASE**

### **C1. Prepare Plans and Specifications**

FNI will prepare Plans and Specifications for the PROJECT based on the selected alternate route by the City. The PROJECT is based on the preparation of plans and specifications for one (1) combined set of construction documents for the proposed wastewater collection system. Preparation of additional packages or design of a larger diameter pipeline may be requested as an additional service. Pipeline drawings will include:

- Plan and profiles at 1-inch equal twenty (20) feet scale horizontally and 1-inch equal four (4) feet vertically (full size plans); traffic control plan; details; prepare general specification for Contractor's preparation of Storm Water Pollution Protection Plan.

### **C2. Permits**

FNI will prepare construction related permits required for the installation of the proposed pipeline, such as City, County, gas line, or power line. Any permits required for environmental purposes (USACE, EPA, THC, USFWD, etc.) shall be considered an additional service.

### **C3. OPCC**

FNI will prepare an opinion of probable construction costs for review by the OWNER following completion of the alignment route study. This opinion will be updated for the sixty percent (60%), the ninety percent (90%), and the final (100%) quality control review meetings (30% is covered under Alternate Route Study).

### **C4. Quality Control Review Meeting**

FNI will plan and participate in up to three (3) quality control review meetings with OWNER personnel. One of these meetings may require walking the alignment to resolve any special design issues. The meetings will be held at approximately the sixty percent (60%), the ninety percent (90%), and the final (100%) project completion stages. FNI will provide four (4) review sets (half size), and four (4) review sets of specifications a minimum of ten (10) working days before the review meetings. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings.

### **C5. Texas Commission on Environmental Quality (TCEQ)**

FNI will submit a summary letter to TCEQ verifying the PROJECT was designed in accordance with Sub-Chapter 217 of the TCEQ regulations. Submittal of plans and specs to TCEQ and any other regulatory agency shall be considered an Additional Service.

## **TASK D: BID OR PROPOSAL PHASE**

### **D1. Securing Bids**

Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.

### **D2. Conducting Pre-bid Conference**

FNI will assist the Owner in conducting a pre-bid conference for the construction projects and coordinate

responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

**D3. Responding to Bid Questions**

FNI will assist the Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

**D4. Bid Opening**

FNI will assist the Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.

**D5. Preparation of Construction Contract Documents**

FNI will assist the Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

**D6. Furnish Drawings and Specifications**

FNI will furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

**TASK E: CONSTRUCTION PHASE**

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures is an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

### **E1. Pre-construction Meeting**

FNI will assist the Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

### **E2. Communication Procedures**

FNI will establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

### **E3. Project Documentation**

FNI will establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

### **E4. Payment Requests**

Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

### **E5. Site Visits**

FNI will make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Up to eighteen (18) site visits are included. Visits to the site in excess of the specified number are an additional service.

### **E6. Quality Review**

FNI will notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

### **E7. Coordinate Testing Laboratories**

FNI will coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.

**E8. Interpret Drawings and Specifications**

FNI will interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

**E9. Administering Construction Contracts**

FNI will establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

**E10. Documentation for Contract Modifications**

FNI will prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

**E11. Owner Furnished Equipment or Materials**

FNI will assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.

**E12. Final Review**

FNI will conduct in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

**E13. Construction Drawings**

FNI will revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints and one (1) electronic PDF on a CD of "Record Drawings" shall be provided by FNI to Owner.

## **TASK F: SPECIAL SERVICES**

### **F1. Resident Project Representation**

Resident Project Representative is FNI's agent at the site, will act as directed by and under the supervision of FNI, and will confer with FNI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with FNI and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of FNI. FNI will have a full-time Resident Project Representative (RPR) on the Site approximately 48 hours per week for a duration of 78 weeks which includes part time management and oversight of a Construction Manager.

### **F2. Duties and Responsibilities**

The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

#### **F2.1. Schedule**

FNI will review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with FNI concerning acceptability.

#### **F2.2. Conferences**

FNI will attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

#### **F2.3. Liaison**

Serve as FNI's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist FNI in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations. FNI will assist in obtaining from Owner additional details or information, when requested.

#### **F2.4. Shop Drawings and Samples**

FNI will:

- a. Record date of receipt of Shop Drawings and Samples,
- b. Receive Samples which are furnished at the Site by CONTRACTOR, and notify FNI of availability of Samples for examination, and
- c. Advise FNI and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by FNI.

#### **F2.5. Review of Work, Rejection of Defective Work, Inspections and Tests**

FNI will:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Based on on the information, knowledge and belief of RPR, report to FNI whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be

- made; and advise FNI of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to FNI appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to FNI.

#### **F2.6. Interpretation of Contract Documents**

FNI will report when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by FNI.

#### **F2.7. Request for Revisions**

FNI will consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to FNI. Transmit to CONTRACTOR in writing decisions as issued by FNI.

#### **F2.8. Records**

FNI will maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, FNI's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.

#### **F2.9. Reports**

FNI will:

- a. Furnish periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- b. Consult with FNI in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to FNI Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- d. When known, report immediately to FNI and Owner the occurrence of any accident.

#### **F2.10. Payment Requests**

Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

#### **F2.11. Certificate, Maintenance and Operation Manuals**

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to FNI for review and forwarding to Owner prior to final payment for the Work.

#### **F2.12. Completion**

- a. Before FNI issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of FNI, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to FNI concerning acceptance.

**F3. Limitation of Authority of Project Representative:**

FNI shall not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by FNI.
- b. Exceed limitations of FNI's authority as set forth in Agreement or the Contract Documents.
- c. Undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
- d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
- f. Accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
- g. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by FNI.

**TASK G: GEOTECHNICAL INVESTIGATION**

**G1. Geotechnical Investigation Scope**

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform geotechnical investigation services for the project. The following geotechnical services will be provided:

- a. Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- b. Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- c. Drill log, and sample 34 exploratory borings along the alignment. The borings will range in depth from about 30 feet below ground surface (bgs) to 45 feet bgs.
- d. Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- e. Sampling Convert six of the borings to piezometers for water depth measurements. Boreholes not converted to piezometers will be backfilled with cuttings after drilling. We will record water levels in the piezometers after 24 hours and 30 days.
- f. Converted Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength testing.
- g. Atterberg Prepare a geotechnical report presenting our findings. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
  - Description of work scope, laboratory, and field procedures;



- Maps and boring plans;
- Boring logs and laboratory test results;
- Description of subsurface soil and groundwater conditions;
- Earthwork considerations, including OSHA soil classifications;
- Excavation characteristics of onsite soils;
- Dewatering recommendations
- Lateral earth pressures; and
- Geotechnical guidelines for open-cut and trenchless construction.

## **TASK H: GEOTECHNICAL INVESTIGATION**

### **H1. Topographic Survey Scope**

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Gorrondona & Associates, Inc (G&AI) to perform surveying services for the project. The following survey services will be provided:

- a. Topographic survey
- b. Research parcels/lots (approximately 57 tracts & 71 lots) along the proposed route and obtain copies of subdivision plats, utility easements and metes and bounds deeds. Prepare a deed sketch and locate property corners and establish existing right-of-way lines. Analyze and calculate the right-of-way and property lines of adjoining parcels. Addresses of parcels/lots shall be obtained and shown on the final design drawing. will research parcels/lots (approximately 44 tracts & 4-6 plats) along the proposed route and obtain copies of subdivision plats, utility easements and metes & bounds deeds. Prepare a deed sketch and locate property corners and establish existing right-of-way lines. Analyze and calculate the right-of-way and property lines of adjoining parcels. Addresses of parcels/lots shall be obtained and shown on the final design drawing.
- c. Establish horizontal and vertical control for the project. will horizontal and vertical control for the project. The horizontal control shall be on NAD83 (1993 Adjustment), Central Zone surface coordinates. The vertical control shall be NAVD 1988 vertical datum. Horizontal and Vertical Control will be based on City of Huntsville Mapping Control Points. The project control shall be set at 1000-foot intervals and temporary benchmarks shall be set every 2,500 feet for construction.
- d. Request buried communications utility plans from local provider; gas and electric plans from local utility companies; storm, wastewater and water plans from local municipality; for subsurface utility information. G&AI will contact "811" to locate underground utilities and structures G&AI will indicate the location of the marked utilities on the survey. G&AI is responsible for locating visible utilities and utilities marked by the utility company's representatives. G&AI is not responsible for utilities that are miss-located or utilities that are not visible from an on-site inspection G&AI will indicate City of Tomball GIS line work on the survey.
- e. G&AI will tie all improvements X, Y & Z (fire hydrants, water valves, water vaults, storm drains, manholes, driveways, pavement, curbs, limits of wooded areas, signs, buildings, power poles, etc.) along the proposed route (approximately 16,000 linear feet). Provide flowline elevations of all sanitary sewer, storm drainage inlets and manholes along the route. For the length of the project the survey shall include 100-foot cross-sections extending at a minimum of thirty (30) feet each side of the proposed alignment.
- f. G&AI will prepare a final design/topographic drawing in an AutoCAD 2017 file format showing all features located in the field, property lines & right-of-way lines, ownership information, one-foot interval contours and a land XML file. Deliverables shall also include a copy of the field notes, an ASCII coordinate file of all points located in the field and a hard copy of the coordinates.

- g. G&AI will sub-contract a third-party professional abstractor to provide the research and copies of documents for the City of Tomball storm sewer easement (approximately 44 tracts & 4-6 plats) and the vesting deeds both sides of the proposed alignment. The vesting deeds for the lots within recorded subdivisions will not be provided

## **TASK I: EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION**

### **I1. Easement Legal Description and Exhibit Scope**

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Gorrondona & Associates to perform easement preparation services for the project. The following easement preparation services will be provided:

- a. Prepare metes and bounds description with exhibit on letter size for up to twelve (12) proposed permanent easement and eight (8) temporary construction easements meeting the City of Tomball Standards.
- b. Deliverables shall include up to twelve (12) proposed permanent easement and eight (8) temporary construction easements approved, signed and sealed originals to the City of Tomball.

### **I2. Easement Coordination**

Once the route study has been finalized and approved, FNI will prepare the outline and exhibit for each easement location and provide to surveyor to prepare metes and bounds. Coordinate with surveyor for width of easement and consistency between metes and bounds documents.

## **TASK J: SUBSURFACE UTILITY ENGINEERING**

### **J1. Subsurface Utility Engineering Scope**

Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of The Rios Group (TRG) to perform SUE services for the project. The following SUE services will be provided:

- a. TRG proposes to perform Quality Level “A” SUE to locate utilities crossing the sanitary sewer alignment with Quality Level “B” SUE being required beforehand to designate the utilities and lay out the test holes. TRG expects to find water, communication, distribution gas, and pipelines. TRG will attempt to designate these utilities and any unknowns, however preliminary field investigations concluded that some areas may be difficult to access due to waterways and private property.
- b. The scope generally includes excavating test holes (QL A SUE) on utilities that are crossing the alignment of the proposed sanitary sewer. The specific scope includes excavating up to twenty (60) test holes. This assumes 30 test holes will be in the 0 to 4 ft depth range, 25 test holes will be in the 4 to 8 ft. depth range and 5 test holes will be in the 8 – 12 ft depth range.
- c. The scope includes calling in 811 dig ticket, coordinating with utility owners, designating utilities as required, vacuum excavation of test holes, and preparing SUE deliverables.

## **TASK K: ENVIRONMENTAL EVALUATION**

### **K1. Environmental Evaluation Scope**

The Environmental Evaluation shall be performed concurrently with the Alternate Route Study in order to evaluate all routes based on environmental constraints. FNI shall:

- a. Alternate route Desktop Evaluation – As part of the alternate route study, FNI environmental

scientists will conduct a desktop evaluation of up to two (2) alternate pipeline routes. The purpose of this assessment is to identify potential environmental constraints along the alternate pipeline routes and to assist project engineers with the identification of a preferred alignment;

- b. Gather and Review Existing Information – Prior to conducting a pedestrian survey along the proposed sanitary sewer alignment, FNI environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), and soils data within the proposed project area;
- c. Conduct Pedestrian Survey - FNI environmental scientists will conduct a site visit to make observations along the alignment to document existing environmental conditions and assess potential permitting requirements. The presence and locations of waters of the U.S., including wetlands; potential threatened/endangered species habitat; protected trees; and vegetation cover types will be identified in the proposed project area;
- d. Coordinate with the Texas Historical Commission - Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for OWNER’s review and comment. FNI will incorporate OWNER’s comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization;
- e. Coordinate with Project Engineers - Utilizing information gathered during the pedestrian survey and consultation with the THC, FNI environmental scientists will coordinate with the project engineers to evaluate environmental permitting constraints associated with development of the project; and Prepare Technical Memorandum - Based on our understanding of the proposed project, it appears that the pipelines could be constructed to meet the terms and conditions of NWP 58, without submittal of a pre-construction notification (PCN) to the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project could meet the terms and conditions of NWP 58, without requiring submittal of a PCN. If field findings or engineering design constraints are such that a PCN is required, then FNI could prepare and submit a PCN for an additional cost. The draft technical memorandum will be submitted to the OWNER for review and comment. After incorporating OWNER’s comments into the document, FNI will submit a final technical memorandum to the OWNER.

### **Summary of Meetings**

- Project Kickoff Meeting
- Up to twelve (12) monthly progress meetings with City staff with topics including:
  - Alternate routes,
  - Technical design issues,
  - Sequencing,
  - And other project-related issues
- One (1) alternate route study workshop
- Up to three (3) quality control review meetings (60%, 90% & 100% deliverables)

- One (1) Pre-bid conference meeting
- One (1) Bid opening meeting
- One (1) Pre-construction meeting

#### **Summary of Presentations**

- One (1) alternate route study workshop

#### **List of Deliverables**

- Draft Alternate Route Study
- Final Alternate Route Study
- 60% Deliverable
- 90% Deliverable
- 100% Deliverable

#### **Summary of Project Schedule**

FNI agrees to complete the services as follows:

- Alternate Route Study: 90 Days after NTP
- Special Services (2-4): 100 Days after OWNER Approval of Route
- Final Design: 270 Days after OWNER Approval of Route
- Bid and Award Phase: 90 Days after Final Design Approval
- Construction Phase and Special Services (4): 18 Months is anticipated for construction + 30 days for Record Drawings

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

**Summary of Fee for Engineering Services**

FNI proposes to perform the basic and special services outlined in the above sections for a total **lump sum fee of \$1,016,539**, and **not-to-exceed fee of \$1,189,661**, for a **total project cost of \$2,206,200**, as shown in **Table 2**.

**Table 2: Summary of Fee for Basic and Special Services**

<b>Basic Services</b>	
<b>Description</b>	<b>Lump Sum Fee</b>
Tasks A - C: Project Management/Alternate Route Study/Final Design Phase	\$585,602
Task D: Bid Phase	\$44,312
Task E: Construction Phase General Rep.	\$386,625
<b>Basic Services Subtotal (Lump Sum)</b>	<b>\$1,016,539</b>
<b>Special Services</b>	
<b>Description</b>	<b>CPM Fee</b>
Task F: Resident Project Representation	\$ 778,658
Task G: Geotechnical Investigation	\$ 97,356
Task H: Topographic Survey	\$ 131,638
Task I: Easement Legal Description and Exhibit Prep	\$ 67,752
Task J: Subsurface Utility Engineering	\$ 101,370
Task K: Environmental Evaluation	\$ 12,888
<b>Special Services Subtotal (CPM)</b>	<b>\$1,189,661</b>
<b>Project Total (Basic + Special Services)</b>	<b>\$ 2,206,200</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>(703) 827-2277</b> <b>FAX</b> (A/C, No): <b>(703) 827-2279</b> <b>E-MAIL ADDRESS:</b> <b>admin@amesgough.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
<b>Freese and Nichols, Inc.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	<b>INSURER A : Hartford Underwriters Insurance Company A+ (XV)</b> <b>30104</b>
	<b>INSURER B : Hartford Casualty Insurance Company A+ (XV)</b> <b>29424</b>
	<b>INSURER C : Hartford Accident and Indemnity Company A+ (XV)</b> <b>22357</b>
	<b>INSURER D : Continental Casualty Company (CNA) A, XV</b> <b>20443</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			<b>42UUNOL5238</b>	<b>10/23/2022</b>	<b>10/23/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>42UENOL5558</b>	<b>10/23/2022</b>	<b>10/23/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>42 XHU OL 5747</b>	<b>10/23/2022</b>	<b>10/23/2023</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>42WBOL6H3F</b>	<b>10/23/2022</b>	<b>10/23/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional Liab.</b>			<b>AEH008214422</b>	<b>10/23/2022</b>	<b>10/23/2023</b>	<b>Per Claim</b> <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000**

**RE: Project No. 2019\*10008 FM 2920 Lift Station Improvements**

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Tomball, Texas  
 Attn: Project Manager  
 501 James Street  
 Tomball, TX 77375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Consideration to approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10003, the preliminary design of the South Wastewater Treatment Plant expansion and associated improvements to the South Wastewater Treatment Plant, for the not-to-exceed amount of \$506,085; approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

The City currently owns and operates two wastewater treatment plants, the North Wastewater Treatment Plant (NWWTP) and the South Wastewater Treatment Plant (SWWTP). Currently, the SWWTP is permitted for an annual average daily flow of 1.5 million gallons per day (MGD) and 2-hour peak flow of 6.0 MGD. Due to the current and projected growth, the SWWTP needs to be expanded and permitted for an increased capacity of 3.0 MGD; this increase will accommodate the City’s projected growth.

In addition to the preliminary design of the expansion for the SWWTP, the agreement includes preliminary design of associated improvements that have been identified in order to address condition and capacity deficiencies that are required for the expansion to occur, as well as an option for procurement of a Construction Manager-At-Risk (CMAR), for a not-to-exceed amount of \$506,085.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for the preliminary design of the South Wastewater Treatment Plant expansion and associated improvements for a total amount not-to-exceed \$506,085.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-614-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_ City Manager \_\_\_\_\_ Date \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10003  
CITY OF TOMBALL  
SOUTH WASTEWATER TREATMENT PLANT EXPANSION**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to contract for the Preliminary Design and Critical Needs Improvements Evaluation for the South Wastewater Treatment Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly

understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify,**

**hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$506,085, including reimbursable expenses and special services (if utilized) as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### **SECTION XIII. DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision

of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

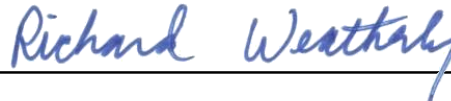
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, Inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# EXHIBIT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

### PROJECT UNDERSTANDING

The City of Tomball (City) owns and operates the South Wastewater Treatment Plant (South WWTP) which is permitted for an annual average daily flow (AADF) of 1.5 million gallons per day (MGD) and a 2-hour peak flow of 6.0 MGD.

The South WWTP is in need of expansion from the current permitted AADF capacity of 1.5 MGD to 3.0 MGD to accommodate the City's projected growth. Permitting assistance for the major permit amendment for the expansion will be provided in a separate contract. This scope of work includes preliminary design of the South WWTP expansion including surveying and geotechnical investigation services. In general, the following major plant components will be evaluated:

- A new coarse screening structure upstream of lift station and associated screenings handling.
- Expansion of existing influent lift station.
- Expansion of existing headworks including fine screens and grit removal.
- A new secondary treatment technology that will replace the existing oxidation ditch.
- Addition of new secondary clarifiers and associated return activated sludge (RAS) and waste activated sludge (WAS) systems.
- New tertiary filtration system.
- Disinfection system alternatives:
  - Expansion of existing chlorine contact basins.
  - Replace existing chlorine contact basins with Ultraviolet (UV) disinfection system.
- Addition of new mechanical sludge thickeners.
- Expansion of existing aerobic digesters.
- Expansion of existing solids dewatering system.
- Expansion of existing non-potable water system.
- Associated electrical, controls, and SCADA system.
- Associated site drainage and pavement improvements.
- Administration building renovation to include a new break room (Design was previously completed in Phase I of critical needs improvements project in 2016. Design will be updated, as necessary)
- Addition of actuators for the existing knife gates on RAS piping.
- Replacement of sludge grinder at the digested sludge feed pumps.
- Painting and labeling of all above ground piping.
- Installation of isolation valves in NPW distribution piping

The project will be self-funded by the City without state or federal funding assistance. For improved certainty of project construction cost and better control over contractor selection, it is recommended that use of a collaborative project delivery method, particularly Construction Manager-At-Risk (CMAR) be considered for the delivery of the South WWTP expansion project. As a special service and if authorized by the City, FNI will provide CMAR procurement contract development and contracting support.



## ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

### **A. PRELIMINARY DESIGN**

1. Project Management. Perform general administrative duties associated with the project including progress monitoring, monthly progress reporting, scheduling, general correspondence, documentation, project administration, and invoicing for the scope items identified herein. Documentation shall be in accordance with any regulatory and contractual requirements for the project. These duties include maintaining routine contact with the City to help meet the needs of the City in a timely manner, providing internal Quality Control (QC) / Quality Assurance (QA) and executing the work in accordance with the work plan, budget, and schedule.
2. Meetings and Site Visits
  - a. Conduct a project kick-off meeting with the City to review the scope and schedule of services, discuss project approach and work plan, and verify the City's project requirements.
  - b. Conduct monthly progress meetings, up to eight (8) meetings.
  - c. Conduct up to two (2) site visits total by the engineering team to the South WWTP, for coordination on design aspects for completion of the project.
  - d. Conduct up to two (2) site visits with the engineering team and the City to other treatment facilities (in Texas) to view installations of equipment and alternatives recommended for the expansion.
  - e. Perform one (1) technology transfer workshop on technologies, equipment, and processes recommended for South WWTP expansion.
3. Review historical wastewater influent characteristics and trends to determine the design influent wastewater flow characteristics (BOD<sub>5</sub>, TSS, TKN, NH<sub>3</sub>-N) for the plant expansion.
4. Evaluate up to three process alternatives for secondary treatment to replace existing oxidation ditch. Recommended new secondary treatment alternative shall be capable of meeting proposed discharge limits for the expansion and be easily modified to achieve nutrient limits in the future. Evaluate up to two alternatives to repurpose the existing oxidation ditch.
5. Evaluate up to two process alternatives for expansion of disinfection system – expansion of existing chlorine contact basins; and replace chlorine disinfection with UV disinfection system.
6. Develop the preliminary design and process equipment selections to meet anticipated loadings and permit conditions.
7. Perform process calculations to size all treatment units for the final recommended alternative in accordance with the TCEQ chapter 217 regulations. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
8. Develop a BioWin or GPS-X process model for the recommended expansion alternative for use in design optimization, process performance analysis and design criteria development under varying flow and load conditions.

9. FNI shall retain (as a subconsultant) and monitor the services of an analytical laboratory to perform water quality sampling and analysis, lasting two weeks, to characterize the influent for use in the process model.
10. Prepare a Preliminary Engineering Report (PER) documenting the calculations, evaluations and alternative analysis for the expansion. For the recommended alternative, the PER will identify selected equipment, process flow and instrumentation diagrams (P&ID), proposed layouts and detailed sketches, representative cut sheets and equipment operation and maintenance (O&M) information for the expansion. This will include up to 20% design level drawings, detailed design criteria development and anticipated specifications table of contents for the design phase. FNI will utilize its standard processes and details. Preliminary design drawings will be developed using AutoCAD 2D software.
11. Prepare an Engineer's Opinion of Probable Construction Cost equivalent to AACE Class 3 (-20% to + 30%) for the expansion.
12. Provide an electronic copy of the draft PER in PDF format for City's review. Incorporate City's comments and provide three (3) hard copies of the final PER and one electronic copy in PDF format to the City.
13. Geotechnical Investigation. FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform geotechnical investigation services for the project for the proposed South WWTP Expansion. The following geotechnical services will be provided:
  - a. Field exploration.
  - b. Ten (10) borings have been assumed for this project. The borings will be performed at the locations where for proposed structures. The boring depth will range from 20 ft to 60 ft depending on the proposed structure.
  - c. Laboratory testing to determine soil characteristics and pertinent engineering properties including classification, moisture content, consolidation testing, and strength testing.
  - d. Engineering analysis and report including boring logs, laboratory results, earthwork considerations, subgrade preparation measures, and foundation recommendations.
14. Topographic Surveying. FNI shall retain (as a subconsultant) and monitor the services of Amani Engineering to perform surveying services for the project at the South WWTP. The following surveying services will be provided:
  - a. Locate benchmark and set horizontal and vertical controls.
  - b. Obtain abstract report for parcel.
  - c. Topographic survey of the South WWTP site (25-foot grid).
  - d. Topographic survey of the existing WWTP site including boundary survey of all above grade structures, elevation of all structural components and weirs, spot elevations and delineated one-foot contours of the ground surface, and discharge point at plant outfall.

## ARTICLE II

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- A. **Construction Manager-At-Risk (CMAR) Procurement:** Assist City with the use of Construction Manager-At-Risk (CMAR) delivery method for improved certainty in the project construction cost and to procure a contractor based on qualifications for the delivery of the South WWTP expansion.

1. CMAR Procurement and Contract Templates Development Support: FNI will work with the City Attorney's Office, Procurement and Compliance Department, and Public Works teams to develop an initial set of procurement and contract templates for CMAR project delivery. FNI will develop templates for: 1) CMAR qualifications-based Request for Proposal (RFP); 2) a pre-construction phase services CMAR contract; and 3) construction phase services CMAR contract. The construction phase services template will be developed for conformity with the pre-construction phase services template and can be adjusted based on feedback/input from selected CMAR partners to suit the project. Standard templates will be provided to the City for review, comment, and discussion. FNI will lead a meeting to walk through the documents and the function of various elements, followed by a one-week review by the City. FNI will compile the City comments, adjust the documents accordingly and then conduct a follow-up meeting. It is anticipated that a second set of reviews/comment responses will be required to finalize the contract documents.
2. CMAR Procurement and Contracting Support: FNI will support the City through the CMAR procurement and contracting effort for the project. FNI will assist the City with coordination of the pre-proposal meeting, response to questions from respondents, review of proposals, structure of CMAR interviews, and final ranking of firms. It is best practice for the City to lead meetings, perform due diligence reviews (including reference checks), conduct interviews, and document rankings/ recommendations using existing processes and approaches. If adjustments to processes are required, FNI will assist the City as appropriate. FNI will also support the City through pre-construction phase services contracting for the project.

### ARTICLE III

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described Basic Services, are described as follows:

- A. Providing additional survey or geotechnical services beyond those identified in Basic Services.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. Revisions to drawings or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Conducting pilot plant studies or tests.
- F. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Visits to the site in excess of the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- H. Providing basic or additional services on an accelerated time schedule. The scope of this service

includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

- I. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Providing data, reports or briefings to City Council on the status of the project.
- L. Design for stormwater retention or treatment facilities beyond those identified in Basic Services.

#### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Kick-off meeting – 15 days from Notice to Proceed (NTP)
- Submit Draft Preliminary Engineering Report (PER) to City – 8 months from NTP
- Submit Final PER – 15 days from receipt of City comments on Draft PER
- CMAR Procurement and Contract Templates – 60 days from completion of Final PER

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

#### ARTICLE V

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI’s services, or any defect or nonconformance of the work of any Contractor.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Owner’s Designated Representative – Meagan Mageo  
 Project Manager  
 City of Tomball  
 501 James Street  
 Tomball, TX 77375  
 (281) 290-1411  
[MMageo@tomballtx.gov](mailto:MMageo@tomballtx.gov)

FNI’s Designated Representative – Murali Erat, P.E.  
 11200 Broadway St., Ste 2320  
 Pearland, TX 77584  
 (832) 456-4709  
 Murali.Erat@freese.com

FNI’s Accounting Representative – Kristina Isaac  
 10497 Town and Country Way, Suite 600  
 Houston, TX 77024  
 (716) 600-6860  
 Kristina.Isaac@freese.com

ARTICLE VI

FNI proposes to perform the services outlined in the above sections for a total lump sum fee of **\$536,620** as shown in the table below.

<b>Phase</b>	<b>Fee</b>	<b>Fee Type</b>
Preliminary Design (Basic Services)	\$449,465	Lump Sum
CMAR Procurement (Special Service)	\$56,620	Lump Sum
<b>Total Basic Services:</b>	<b>\$506,085</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b> <b>FAX (A/C, No): (703) 827-2279</b> <b>E-MAIL ADDRESS: admin@amesgough.com</b>												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : <b>Hartford Underwriters Insurance Company A+ (XV)</b></td> <td style="width: 20%; text-align: right;"><b>30104</b></td> </tr> <tr> <td>INSURER B : <b>Hartford Casualty Insurance Company A+ (XV)</b></td> <td style="text-align: right;"><b>29424</b></td> </tr> <tr> <td>INSURER C : <b>Hartford Accident and Indemnity Company A+ (XV)</b></td> <td style="text-align: right;"><b>22357</b></td> </tr> <tr> <td>INSURER D : <b>Continental Casualty Company (CNA) A, XV</b></td> <td style="text-align: right;"><b>20443</b></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : <b>Hartford Underwriters Insurance Company A+ (XV)</b>	<b>30104</b>	INSURER B : <b>Hartford Casualty Insurance Company A+ (XV)</b>	<b>29424</b>	INSURER C : <b>Hartford Accident and Indemnity Company A+ (XV)</b>	<b>22357</b>	INSURER D : <b>Continental Casualty Company (CNA) A, XV</b>	<b>20443</b>	INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			42UUNOL5238	10/23/2022	10/23/2023	EACH OCCURRENCE \$ <b>1,000,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			42 XHU OL 5747	10/23/2022	10/23/2023	EACH OCCURRENCE \$ <b>10,000,000</b>
		AGGREGATE \$ <b>1,000,000</b> \$					
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			42WBOL6H3F	10/23/2022	10/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>					
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000**

RE: Project No. 2023-10003 South Wastewater Treatment Plant Expansion

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Tomball, Texas</b> <b>Attn: Project Manager</b> <b>501 James Street</b> <b>Tomball, TX 77375</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve a Professional Services Agreement with Gunda Corporation, Inc. for Project Number 2014-10031, FM 2920 Improvement Project for the City of Tomball, for the not-to-exceed amount of \$65,000, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

Prior to executing the Advanced Funding Agreement (AFAs) with TxDOT, staff has worked with Gunda Corporation, Inc. to develop three alternative options for the proposed improvements in Old Town and ensured proper communication and approval from TxDOT. Now that approval has been received, staff and City Council are preparing to host an additional Public Meeting to allow input from the residents and business owners. In order to ensure the adequacy of the information presented, staff has contracted with Gunda to provide technical assistance and expertise during the meeting.

The proposed professional services agreement with Gunda Corporation, Inc. includes a scope of work to for communication with staff and TxDOT, preparation of the exhibits, development of information to be presented, and attendance at the meeting for a not-to-exceed amount of \$65,000.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Gunda Corporation, Inc. for the FM 2920 Improvement Project for a total amount not to exceed \$65,000.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-154-6409  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2014-10031  
CITY OF TOMBALL  
FM 2920/MAIN STREET IMPROVEMENTS  
PUBLIC MEETING NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 entered into, and executed by and between the City of Tomball, Texas (the “City”), a municipal corporation of the State of Texas, and Gunda Corporation, LLC (“Engineer”).

**WITNESSETH:**

WHEREAS, the City desires to Construct improvements to FM2920/Main Street, (the “Project”); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment “A” attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Work,” and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior

approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

### **SECTION III OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

### **SECTION IV TIME FOR PERFORMANCE**

The time for performance of the Scope of Work is an estimated 120 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated, and over which Engineer has no control.

### **SECTION V COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

### **SECTION VI INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

### **SECTION VII ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the

Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed **\$65,000.00** including reimbursable expenses as identified in Attachment "A."

## **SECTION VIII TERMINATION**

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

## **SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Gunda Corporation, LLC  
32731 Egypt Lane, Suite 501  
Magnolia, Texas 77354  
Attn: Kyle A. Bertrand, P.E., Client Director, Transportation

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
501 W. Market Street  
Tomball, Texas 77375  
Attn: Meagan Mageo, Project Coordinator

## **SECTION X LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that

Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

## **SECTION XI SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

## **SECTION XII MODIFICATIONS**

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

## **SECTION XIII ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

## **SECTION XIV CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

## **SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be

submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

## **SECTION XVI INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION XVII MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ENGINEER:**

**Gunda Corporation, LLC**

By: \_\_\_\_\_  
Name: Kyle A. Bertrand, PE  
Title: Client Director, Transportation

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, PE, City Manager

**ATTEST:**

\_\_\_\_\_  
Doris Speer, City Secretary

## **ATTACHMENT “A”**

### **SCOPE OF SERVICES ENGINEERING & PLANNING PROJECT NO. 2014-10031 CITY OF TOMBALL FM 2920/MAIN STREET IMPROVEMENTS PUBLIC MEETING NO. 2**

#### **PART A – SCOPE OF SERVICES**

##### **DESCRIPTION OF PROJECT**

The City of Tomball is pursuing Advanced Funding Agreements (AFA) with TxDOT and public comments for reconstruction of FM 2920 from SH 249 to Willow Street, TxDOT CSJ 2941-02-056. The project construction is currently funded by the HGAC 2015 Transportation Improvement Program (TIP).

The scope of work for this Project consists of the design and reconstruction of FM 2920, a 4-lane roadway. The Project is approximately 1.7 miles in length from Business 249 to Willow Street. The Project will include new reinforced concrete paving and curb, installation of a raised median, drainage, signal improvements including upgraded equipment and interconnected communication lines, pedestrian lighting, and sidewalks to improve safety and bring the roadway up to current ADA standards.

##### **SCOPE OF SERVICES**

The services to be provided under the terms of this agreement will include:

1. Preparation of a second Public Meeting, currently scheduled for December 6, 2022, in general compliance with the TXDOT/NEPA process intended to inform the public and stakeholders of project scope, project alternatives, schedule, etc. The Information to be presented includes findings and recommendations/options since the first meeting and/or to address first meeting comments. Task and deliverables included in this authorization include:
  - a. Coordination meetings with TxDOT and City staff for preparation, coordination of materials, data, exhibits, notification list, public modification language, evaluation of comments/matrix, etc.
  - b. Board mounted exhibits for use at the public meeting to include the overall schematic, 3 alternatives previously investigated for the area between Pine and Elm Streets with Pros and Cons for each alternative, conclusions from studies perform since last public meeting.
  - c. Assemble stakeholder notification list, letter, and public advertisement for meeting. To be sent and placed in publication by City of Tomball.
  - d. Prepare presentation in PowerPoint format for use in prerecorded presentation.



- e. Attendance at Public Meeting to assist with public questions and understanding of presentation materials.

**PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES**

**ENGINEERING & PLANNING PROJECT NO. 2014-10031  
CITY OF TOMBALL  
FM 2920/MAIN STREET IMPROVEMENTS  
PUBLIC MEETING NO. 2**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

GUNDA will provide the aforementioned engineering services on an hourly Not-to Exceed basis in accordance with Gunda's standard hourly rates in effective at the time services are provided, fiscal year 2022 Rates attached. Total compensation for this authorization shall not exceed \$65,000, including reimbursable expenses.

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc...

## 2022 RATE SHEET GUNDA CORPORATION

Category	Description	Effective Date	Rate
1	Principal	1/1/2022	\$325.00
5	Program Manager	1/1/2022	\$284.00
10	Sr. Project Manager	1/1/2022	\$273.00
15	Project Manager	1/1/2022	\$231.00
30	Construction Manager	1/1/2022	\$210.00
20	Sr. Engineer	1/1/2022	\$189.00
25	Engineer	1/1/2022	\$158.00
40	Sr. Planner	1/1/2022	\$158.00
45	Planner	1/1/2022	\$105.00
50	Sr. Designer	1/1/2022	\$158.00
32	Deputy Construction Manager	1/1/2022	\$184.00
31	Asst. Construction Manager	1/1/2022	\$158.00
95	Graduate Engineer	1/1/2022	\$126.00
96	EIT	1/1/2022	\$142.00
55	Designer	1/1/2022	\$142.00
80	Sr. Inspector	1/1/2022	\$158.00
70	Sr. CADD Tech	1/1/2022	\$126.00
75	CADD Tech	1/1/2022	\$111.00
85	Inspector	1/1/2022	\$126.00
98	Public Engagement Officer	1/1/2022	\$210.00
99	Clerical	1/1/2022	\$80.00

Please note that future year rate will have escalation rate of up to 5% per year.

Non-exempt employees will be billed at 1.5 times for the overtime hours.

**ATTACHMENT "B"**  
**INSURANCE**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve an Interlocal Agreement with Harris County for Project Number 2023-10009, Telge Easement Acquisition, for a total amount of \$1,379,163.19, approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget as part of the Certificate of Obligation issuance.

**Background:**

Harris County Precinct 4 plans to expand and upgrade Telge Road from the existing 2-lane asphalt roadway to a 4-lane concrete boulevard section with an appropriate drainage system, from NORTH BOUNDARY TO SOUTH BOUNDARY. The proposed project will be referred to as the Telge Road Segment 4 project. As part of the project, the City and County are seeking to enter into an Interlocal Agreement, pursuant to the Interlocal Cooperative Act of Texas Local Government Chapter 791.

The Interlocal Agreement will serve to provide the City an exclusive utility easement within the Telge Road Segment 4 project location from approximately 1,100 feet north of State Highway 99 to FM 2920. The City will be responsible for paying all costs incurred by the County to acquire the easement including, appraisal costs, special commission fees, court costs, damage costs, purchase costs, relocation costs, and miscellaneous costs.

The proposed Interlocal Agreement requires an initial payment of \$57,688.75 and \$344,790.80 to be paid quarterly for one year, for a total amount of \$1,379,163.19.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget, as part of the 2022 Certificate of Obligation issuance.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving an Interlocal Agreement with Harris County for the Telge Easement Acquisition, for a total amount of \$1,379,163.19.

**Party(ies) responsible for placing this item on agenda:** Meagan Mageo, Project Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes:  No:  If yes, specify Account Number: # 400-613-6409  
400-614-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_

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Staff Member                                  Date

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City Manager                                  Date

## INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* by and between **Harris County, Texas** (“County”) a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Harris County Commissioners Court, and the **City of Tomball** (“City”), a municipal corporation and home-rule city of the State of Texas. County and City may each be referred to herein individually as a “Party” or collectively as the “Parties”.

### RECITALS

Whereas, County plans to expand and upgrade an existing 2-lane asphalt roadway to a 4-lane concrete boulevard section with an appropriate drainage system, referred to as the Telge Road Segment 4 project in Precinct 4 of Harris County.

Whereas, City desires an exclusive utilities easement, within the location of County’s Telge Road Segment 4 project, from approximately 1100 feet north of State Highway 99 to FM 2920;

Whereas, it is to the mutual benefit of the Parties for City to reimburse County for County’s acquisition of City’s exclusive utilities easement to be identified by metes and bounds, from approximately 1100 feet north of SH99 to FM2920 in association with the Telge Road Segment 4 project.

Whereas, County and City desire to cooperate in accordance with the terms of this Agreement to accomplish the acquisition of the exclusive utility easement and construction of the Telge Road Segment 4 project; and

Whereas, Harris County Commissioners Court finds that the acquisition of the exclusive utility easement and the Telge Road Segment 4 project serves a public purpose.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, the Parties agree as follows:

### TERMS

#### Section I. Responsibilities of the Parties

A. County’s Responsibilities

- (i) Upon execution of this Agreement by the Parties, and receipt of Initial City Funding Share from the City per Section II.A. below, County will provide, or cause to be provided, engineering services and related support services necessary to prepare metes and bounds property descriptions for the purpose of acquiring utility easements on behalf of the City.
- (ii) County will submit the property descriptions to the City for review and approval.
- (iii) The County will use its best efforts and utilize its available resources necessary to prepare documents and acquire the right of way, in the City's name by donation, purchase, or exercise of eminent domain, in accordance with the County's usual procedures for such acquisitions. If property must be acquired in the County's name,



the County shall convey such property to the City at no additional cost after it has been acquired.

- (iv) When the right-of-way acquisition process is initiated, County will invoice City the amount of \$57,688.75 (“Initial City Funding Share”).
- (v) As the right-of-way acquisition process moves forward, County will invoice City quarterly the amount of \$344,790.80 County determines are due from City (“City Progress Funding Share”).
- (vi) Upon completion of the right-of-way acquisition process, County will invoice City pursuant to a final accounting determination (“Actual City Funding Share”).

**B. City’s Responsibilities**

- (i) City will review the metes and bounds prepared by County and will notify the County Engineer of any objections or approval within ten (10) calendar days of receipt by City. If City has not approved the metes and bounds within ten (10) calendar days from its receipt of the metes and bounds, then the metes and bounds submitted to City will be deemed approved.
- (ii) The City is willing to pay all costs incurred by the County to acquire the easement ("Easement Costs"). Such Easement Costs shall include, but is not limited to, all appraisal costs, special commission fees, court costs, damage costs, purchase costs, relocation costs, and miscellaneous costs associated with the preparation of documents and the purchase of the easements.
- (iii) For any case in which settlement is being sought in an amount above appraisal value for the easement portion of the Agreement, the City must provide concurrence within thirty (30) days.
- (iv) City will pay 100% of the cost of acquiring the utility easements, including but not limited to right-of-way acquisition costs, additional surveys, metes and bounds, and appraisals.
- (v) During construction, City will allow County unimpeded use of utility easements at no cost or charge to County.

**Section II. Funding**

- A. When the right-of-way acquisition process is initiated, County will invoice City in the amount of \$57,688.75 for the Initial City Funding Share as detailed in Exhibit A, attached hereto and incorporated by reference. City shall remit payment of the Initial City Funding Share to the County within thirty (30) days of the receipt of the invoice.
- B. After County begins the right-of-way acquisition process, City shall pay quarterly City Progress Funding Share payments in the amount of \$344,790.80 to County, in amounts determined by County, within thirty (30) days of receipt by City of each invoice from County.
- C. Upon completion of the right-of-way acquisition process, the County Engineer will determine the actual cost to the City of the Actual City Funding Share in connection with

the right-of-way acquisition process's completion in accordance with Exhibit A. County will notify City of the Actual City Funding Share.

- (i) If the Actual City Funding Share exceeds the amount(s) previously paid to County by City, then City will pay the shortage to County.
  - (ii) Alternatively, if the Actual City Funding Share is less than the amount(s) previously paid to County by the City, then County will refund to City the excess amount.
  - (iii) Any amount due and payable under this paragraph (C) will be paid within thirty (30) days after County notifies City of the amount of the Actual City Funding Share.
- D. County is not obligated to deposit the funds provided by City pursuant to this Agreement in an interest-bearing account. As such, City is not entitled to receive any interest earned on such funds. If County chooses to deposit such funds in an interest-bearing account, the interest earned thereon will be retained by County.
- E. County shall have no obligation for the costs associated with the Project contemplated under this Agreement until sufficient funds are certified by the County Auditor as available from current fiscal funds.

### **Section III. Limit of Appropriation**

- A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the this Agreement. County is not obligated to expend any County funds in connection with this Agreement. Notwithstanding anything herein to the contrary, County has no funds specifically allocated to performing its obligations hereunder, and County is under no obligation to expend any funds, except to the extent of any funds that County may, in its sole discretion, make available.
- B. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

### **Section IV. County's Request for Records, Right to Review and Audit**

County and its authorized representatives have the right to review and audit all books, records, vouchers and documents of whatever nature related to City's performance under this Agreement during the period of performance of the Agreement and for six (6) years thereafter.

### **Section V. Term and Termination**

This Agreement shall commence upon final execution by all the Parties and shall remain in full force and effect until the County's receipt of payment from the City of all funds due and owing under the terms of this Agreement unless earlier terminated in accordance with the terms of this Agreement. Either Party may terminate this Agreement at any time, by providing thirty (30) days' written notice. If the County terminates this Agreement the County shall return any unexpended or uncommitted funds previously provided by City under this Agreement. If the City terminates the Agreement any unexpended or uncommitted funds may be used by the County to cover any costs associated with changes in the Project as result of City's termination. If the City terminates this Agreement the City shall return any and all acquisition costs that has already been acquired or started but not paid for to the County. Should this Agreement be terminated, City shall not be

entitled to any payment or reimbursement of interest that may have been realized by the County on any such funds provided by City.

### **Section VI. Non-Assignability**

County and City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

### **Section VII. Notice**

Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or City at the following addresses:

City: David Esquivel, P.E., City Manager  
City of Tomball  
401 Market Street  
Phone: 281-351-5484  
Email: [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov)

County: Harris County Engineering Department  
1111 Fannin Street, 11<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: Interagency Agreement Coordinator

Any Notice given hereunder is deemed given upon hand-delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

### **Section VIII. Miscellaneous**

A. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of City for any purpose. Neither City, nor its employees, officers, nor

agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

- B. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- C. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- D. No Personal Liability; No Waiver of Immunity.
- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
  - (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
  - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- E. Applicable Law and Venue. This agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- F. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- G. Contract Construction.

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
  - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
  - (3) When terms are used in the singular or plural, the meaning shall apply to both.
  - (4) When either the male or the female gender is used, the meaning shall apply to both.
- H. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- I. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- J. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- K. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to an indemnification provision, if any, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- L. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- M. Warranty. By execution of this Agreement, City warrants that the duties accorded to City in this Agreement are within the powers and authority of City.

**[Signature Page Follows]**

**HARRIS COUNTY**

**CITY OF TOMBALL**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

By: \_\_\_\_\_  
Lori Klein Quinn  
Mayor

APPROVED AS TO FORM:

ATTEST

Christian D. Menefee  
County Attorney

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Philip Berzins  
Assistant County Attorney  
CAO File No.: 19GEN2949

Attachments:

Exhibit A – Cost Estimate

<b>EXHIBIT A</b>				
<b>TELGE ROAD SEGMENT 4</b>				
<b>City of Tomball - Reimbursement Agreement</b>				
<b>No. of Tracts 15</b>				
<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Estimated City Cost</b>
Meets & Bounds + Add'l Survey	1	LS	\$25,025	\$ 25,025.00
Appraisals	11	Shared Tracts	\$1,400	\$ 15,400.00
	4	Sole Tracts	\$2,800	\$ 11,200.00
Contingency (15%)				\$ 6,063.75
<b>Initial City Funding Share (ICFS)</b>				<b>\$ 57,688.75</b>
ROW acquisition	182000	SQFT	\$6	\$ 1,092,000.00
Contingency (15%)				\$ 163,800.00
<b>Estimated City Progress Funding Share (ECPFS)</b>				<b>\$ 1,255,800.00</b>
Administrative Fee (5%)				\$ 65,674.44
<b>Estimated Actual City Funding Share (EACFS)</b>				<b>\$ 1,379,163.19</b>
<b>Expected Quarterly Payments based on ECPFS and EACFS</b>				<b>\$ 344,790.80</b>



**ORDER OF COMMISSIONERS COURT**  
**Authorizing an Interlocal Agreement between Harris County and City of Tomball**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
 BETWEEN HARRIS COUNTY AND THE CITY OF TOMBALL FOR THE CITY OF  
 TOMBALL TO REIMBURSE HARRIS COUNTY IN CONNECTION WITH THE  
 ACQUISITION FOR THE CITY OF TOMBALL OF AN EXCLUSIVE UTILITIES  
 EASEMENT FROM APPROXIMATELY 1100 FEET NORTH OF SH99 TO FM2920  
 LOCATED IN HARRIS COUNTY PRECINCT 4**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED THAT:**

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and the City of Tomball for the City of Tomball to reimburse Harris County in connection with the acquisition of an exclusive utilities easement for the City of Tomball from approximately 1100 feet north of SH99 to FM2920 in association with the Telge Road Segment 4 expansion to upgrade the existing 2-lane asphalt roadway to a 4-lane concrete boulevard section with an appropriate drainage system located in Harris County Precinct 4. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
  
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: Nov. 7, 2022

**Topic:**

Repeal Administrative Policy No. 6, "Auctions Conducted to Dispose of City Property," and Administrative Policy No. 16, "Master Service or Commodity Contracts, Professional Service Contracts, and Change Orders".

**Background:**

Administrative Policy No. 6, "Auctions Conducted to Dispose of City Property," was adopted by City Council on July 20, 1998 and outlined procedures related to the disposal of City property. Administrative Policy No. 16, "Master Service or Commodity Contracts, Professional Service Contracts, and Change Orders" was adopted by City Council on November 15, 1999 and outlined procedures related to the approval authority and authorization process for certain contracts, agreements and change orders.

All procedures related to disposal of City property and approval authority for agreements, contracts, and change orders have been included within the Administrative Policy No. 9, "Procurement Policy and Manual," thus making Administrative Policies No. 6 and No. 16 no longer necessary. Approval authority levels is including in the Procurement Policy and Manual as Article 3 and disposal of City assets was included as Article 13.

**Origination:** City Manager's Office

**Recommendation:**

Staff recommends repealing Administrative Policy No. 6 and Administrative Policy No. 16.

**Party(ies) responsible for placing this item on agenda:** Jessica Rogers, Asst. City Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Jessica Rogers Approved by \_\_\_\_\_  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_ City Manager \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>AUCTIONS CONDUCTED TO DISPOSE OF CITY PROPERTY</b>	NUMBER:  6	EFFECTIVE DATE: July 20, 1998	PAGE 1 OF 1
	REVISED:	APPROVED BY CITY MANAGER: July 20, 1998	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: July 20, 1998	

The Purchasing Agent will review the old and unused equipment, furniture and tools on an annual basis, to decide if an auction is needed. If it is determined that an auction is needed, the Purchasing Agent will notify department heads and the City Manager of the date of the Auction and will supervise the planning and auction process.

The Purchasing Agent will negotiate a contract with an appropriate Auctioneer or Auction Service as best benefits the City as to price, potential proceeds, advertising, etc. The Purchasing Agent and the Auctioneer will determine location of the Auction.

The Purchasing Agent will notify department heads of the information needed to include their items in the Auction, such as: serial numbers, maintenance information, descriptions, etc.. The Purchasing Agent will have the final decision as to including items in the Auction.

Some items which will not be included in auctions are: computer hard drives, unless the drive has been erased of all data to protect the City, its customers and employees. If departments want to place hard drives in the Auction, it will be the department's responsibility to insure that erasure has been completed and in time for the item to be property placed in the auction.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>MASTER SERVICE OR COMMODITY CONTRACTS, PROFESSIONAL SERVICE CONTRACTS, AND CHANGE ORDERS</b>	<b>NUMBER:</b>  16	<b>EFFECTIVE DATE:</b>  11/16/1999	PAGE 1 OF 1
	<b>REVISED:</b>	<b>APPROVED BY CITY MANAGER:</b>	
	<b>SUPERSEDES:</b>	<b>APPROVED BY CITY COUNCIL:</b> November 15, 1999	

This policy provides for the authorization process and regulation involving the following:

- \* Master Service or Commodity Contracts
- \* Professional Service Contracts
- \* Change Orders.

This policy is only applicable to budgeted projects, programs and items authorized and approved by the City Council and which the Council has authorized adequate appropriation of funds.

The Mayor or City Manager is hereby authorized to sign professional services, master service, or commodity contracts, recommended by the Director of Public Works and approved by the City Treasurer, which do not exceed an amount of \$30,000.

The Mayor or City Manager is hereby authorized to sign change orders, upon the recommendation of the Director of Public Works and approval of the City Treasurer, when the amount does not exceed \$25,000 and does not represent an increase or decrease greater than 25 percent of the original contract price and is consistent with Section 252.048 of the Local Government Code currently and as it may from time to time be changed or amended.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Approve amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts.

**Background:**

Staff has reviewed the approved Administrative Policy Number 18, Development Policy for Special Financing Districts, adopted in March 2022 and provided possible updates areas of the policy following direction from Council.

Based on discussions with Council during consideration of public improvement districts, staff is recommending modifications to the existing policy. Proposed amendments include:

- Better defined criteria for PID consideration;
- Requirement to demonstrate compliance with at least 50% of the criteria with substantial and thorough justification provided in the application;
- Adjustment to the maximum assessment to reflect a 15-year term with a maximum assessment of \$0.96 per \$100 and a 30-year term with a maximum assessment of \$0.48 per \$100.

At the Nov. 7 Council meeting, the proposed amendments will be discussed during a Council workshop. This item has been placed on the agenda should Council decide to take action on the proposed amendments. If additional changes are requested, the item will be brought back at a future meeting.

**Origination:** City Council

**Recommendation:**

Staff recommends approval of the amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts

**Party(ies) responsible for placing this item on agenda:** Jessica Rogers, Asst. City Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Jessica Rogers Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	PAGE 1 OF 15
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	<b>SUPERSEDES:</b> March 21, 2022	<b>APPROVED BY CITY COUNCIL:</b> November 7, 2022	

**I. I. Purpose**

The purpose of the City of Tomball Public Improvements District (“PID”) Policy is to outline the policy parameters and considerations to be addressed before the Tomball City Council can support the establishment or continuation of a PID as allowed by Chapter 372 of the Texas Local Government Code. The Policy outlines such things as general procedures, City processes, petition requirements, information to property owners, and determination of annual plan of services, budget, and assessments. This Policy sets forth City procedures and requirements which are in addition to the requirements of state law. Any aspect not specifically addressed by this Policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this Policy if it does not conflict with state or federal law. Any requirements waived may be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

**II. Considerations**

The City of Tomball **will consider PID applications that demonstrate compliance with at least 50% of the below criteria. Applicant must provide substantial and thorough justification for the PID request and financial gap that justifies PID financing.**

- a. Generate economic and superior development benefits to the City beyond what normal development would generate **and must be self-sufficient and not adversely impact the ordinary service delivery of the City;**
- b. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.);
- c. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rata share of the regional facilities and services;
- d. Implement City of Tomball master plans, including water, wastewater, parks, and trails;
- e. Increase or enhance the City’s transportation and roadway plans;
- f. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings;
- g. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats;
- h. Are willing to annex into the City of Tomball, **if applicable**, in exchange for the creation of a PID;
- i. Provide for unique or special development amenities, including amenity centers, play areas, pools, picnic facilities; and**
- j. Have the support of 100% of the owners of the property within the PID.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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Any requested deviations, adjustments, or special considerations from the terms and conditions of the City’s PID Policy shall be clearly requested and explained prior to or with the PID petition for that PID.

**III. Process**

Generally, the City’s will follow the process below for consideration of PIDs.

1. Applicant submits a completed PID petition, application, and supporting documentation.
2. Applicant pays a non-refundable PID Application Review Fee in the set amount adopted in the City’s Master Fee Schedule.
3. The City will review the petition and application for compliance with statutory PID Petition requirements and requirements set forth in this Policy.
4. Upon the City approval of compliance with this Policy, City Council accepts the PID Petition.
5. City and applicant execute a Professional Services Reimbursement Agreement.
6. City and applicant execute a Development Agreement.
7. City and applicant work together to complete of required steps as set forth in Chapter 372 of the Texas Local Government Code and all steps and procedures set forth in City policy to create the PID.
8. City Council creates PID.
9. City Council levies assessments.

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the development in question.

Completion of any individual step in the PID creation process is not a guarantee of PID approval. Creation of a PID is a discretionary action of City Council.

**IV. Petition Requirements**

Petitions for creating a PID must satisfy all requirements under Chapter 372 of the Texas Local Government Code.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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The City may require:

- a. Evidence that signature of property owners were gathered no more than six months preceding the submittal of the petition; or
- b. Evidence that the petitioner’s signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City’s cost of signature verification.

**VII. Application**

In agreeing to consider a petition for creation of a PID, the City will require the following from the applicant at the time the petition is submitted. These requirements reflect the minimum requirements and the City, at its discretion, may require additional items:

- a. A completed PID petition;
- b. Payment to the City of a non-refundable PID Application Review Fee in the amount of adopted in the City’s Master Fee Schedule;
  - i. The application review fee is designed to cover all administrative or operational costs incurred by the City during the review period and beginning stages of the PID process until the escrow account is established; and
- c. A PID application packet, which should include:
  - i. A completed City of Tomball PID Application Form (Exhibit A);
  - ii. Letter from developer requesting consideration of a PID and summary of the special benefits to be received by the development;
  - iii. Evidence that the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing. The developer must provide the City with adequate evidence of its committed and anticipated sources of funding to fund the balance of the improvements in the District not eligible to be funded by District issued financing;
  - iv. A site plan or general plan of development that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City’s Comprehensive Plan, Strategic Plan, and all other City plans formally approved by City Council, as amended;
  - v. Identification of how the project will contribute to funding the expansion of arterial and connector streets, major collector roadways or highways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and the impacts of the development;
  - vi. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost;
  - vii. Sources and uses budget and project pro forma detailing projected cash flows over the life of the proposed District including other public sources, private financing, and developer equity contribution to the project;



**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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- viii. Demonstration of financial capability, solvency, and generally the necessary capital to meet project costs through project completion;
  - i. This could include, but is not limited to, at least three years of financial statements, complete sources and uses budget, and letters of credit or letters of support from bank or lending institutions.
- ix. Demonstration of previous experience developing similar scale and types of projects;
- x. Demonstration the proposed development is consistent with the zoning of the property;
  - i. Zoning for the proposed development must be in place prior to PID creation or concurrent with PID creation, at the discretion of the City; and
- xi. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, \$).

The City shall, upon reasonable prior written notice to the developer and during normal business hours, have the right to audit and inspect the developer’s records, books, and all other relevant records needed to make its assessment of the PID petition or application. The City, the developer, PID consultant, and any other necessary parties involved in the approval of the PID petition and financing, will agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, local or state laws or ordinances, or at the direction of the Attorney General.

**VIII. Professional Services Reimbursement Agreement & Deposit**

If, during the initial review of the application, the City determines that it will proceed to pursue creation of a PID or the City determines it is its best interest to establish a PID, a professional services reimbursement agreement will be entered into with the applicant. The professional services reimbursement agreement will require the applicant to deposit funds with the City to pay for City staff time, third-party consultants, including but not limited to, legal study analysts, City Attorney, bond counsel, financial advisors, PID consultants/administrators, trustees, underwriters, appraisers, and market study analysts. The payment of such fees is not a guarantee that the City will approve the PID. The costs a Petitioner will pay include but are not limited to:

- a. Reviewing the PID petition and application;
- b. Publishing required legal notices;
- c. Preparation and review of creation proceedings and levy of assessments;
- d. Cost of the appraisal and reviewing the appraisal, the feasibility study, and engineering report including the cost of services provided by City consultants, attorneys, bond counsel, financial advisors and PID consultant or administrator;
- e. Preparation of the initial Service and Assessment Plan (SAP) by a third party PID Administration Firm or PID Consultant engaged by the City;
- f. Bond Issuance;

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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- g. Review and approval of plans for and inspection of construction of PID improvements; not including fees paid for review and inspection required by the City’s Code of Ordinances, as amended; and
- h. Procurement of contracts for PID administration and operation, collection of assessments, foreclosures or other similar matters.

The initial deposit made by the applicant shall be \$50,000. The applicant is required to make an additional \$25,000 deposit will be required anytime the deposit balance reaches \$10,000. Certain unused balances will be returned to the applicant. The applicant may be eligible to be reimbursed these costs through bond proceeds or PID assessments as applicable. The PID deposit are in addition to administrative costs associated with the PID, the cost of bond issuance, and the PID application fee.

**IX. Development Agreement**

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the proposed development.

The following shall be provided to the City prior to the preparation of a development agreement (if not already provided as part of application packet):

- a. The basic terms and conditions of the creation of the PID, including the provision of special conferred benefit;
- b. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate;
- c. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole;
- d. The petitioner’s qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc;
- e. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries that is suitable for publication in legal notices, and a “commonly known” description of the area to be included in the PID;
- f. Description of all City-owned land within the PID as well as its proposed share of project costs;
- g. A current tax roll of owners in the PID;
- h. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of the entire PID vs. phase-specific improvements; and
- i. A sunset clause and a pre-executed petition to dissolve the PID by the landowner in the case the project has not obtained a grading permit within three years.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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**X. Additional Requirements**

The following additional requirements must be met by applicants:

- a. Plans for the proposed development shall be prepared and reviewed by the City in compliance with the City’s development ordinances regarding land use, development, infrastructure design, permitting, and inspections. Applicants shall seek City development approvals prior to the commencement of any construction;
- b. Property in the PID owned by the City shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an inter-local agreement between the entity and the City;
- c. The PID may not finance improvements or services that would not be accessible to the general public;
- d. The City’s ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of Service and Assessment Plan updates, and other costs shall be reimbursed from PID assessments. The City’s costs will be determined on an annual basis;
- e. Administration and management of ongoing PID responsibilities, such as preparations and updating of the Service and Assessment Plan, issuance of notices for annual City Council action on the Service and Assessment Plan, operation and maintenance of PID improvements, and other related matters shall be paid by PID assessments and performed by a third-party firm under contract with the City;
- f. The City will use PID bond proceeds only to pay or reimburse the cost of PID improvements that have been designed and constructed to the applicable standards, and accepted for maintenance, or otherwise approved by the governmental entity responsible for them; and
- g. In the event of default under the terms of a PID financing agreement, the City shall, after providing notice and an opportunity to cure, have the right to capture reimbursements to complete development of public infrastructure.

If minimum any of the minimum requirements of this Policy cannot be met, an explanation of why the requirements cannot be met and alternatives provided to meet or exceed the requirements must be submitted.

**XI. City Consultants**

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City’s PID Administrator, in conjunction with the developer’s PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates

**XII. Collection of Assessments**

Prior to the levy of assessments, the City will enter into an agreement with Harris County to include the annual PID installments on the Harris County Tax Bill.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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**XIII. Maximum Assessment**

**The annual PID installment shall not exceed an amount that increases the expected total equivalent tax rate upon buildout above \$0.96 per \$100 of assessed value for a 15-year PID and \$0.48 per \$100 of assessed value for a 30-year PID,** with preference given to developments with a lower assessment. Applicants are encouraged to keep the equivalent tax rate as low as feasible for the development. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

**XIV. Assessment Term/Bond Term**

**The maximum term of a PID assessment is not to exceed 30 years, with a \$0.48 per \$100 assessment cap, or 15 years with a \$0.96 assessment cap, and the assessment term must equal the bond term (if applicable).**

**XV. Finance Limitations for Special Assessment Revenue Bond Issuance (PID Bonds)**

The City may issue PID Bonds solely for the purposes of acquiring, reimbursing or constructing authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the authorized improvements to be funded with the PID Bonds and the estimated costs of such authorized improvements. The Developer acknowledges that the mandatory PID Professional Service Reimbursement Agreement obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

The following performance standards shall apply to PID bonds:

- a. To receive consideration by and approval from the City for PID financing through a bond to facilitate a residential development, the proposed boundaries of the development shall be no less than 50 acres;
- b. Minimum appraised value to lien ratio of 3:1;
- c. Maximum of two years capitalized interest for each bond issuance;
- d. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive with original phases and lot types as defined in the SAP;
- e. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required; and
- f. Developer is required to demonstrate committed capital in the form of cash deposit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	PAGE 8 OF 15
	<b>REVISED:</b> September 19, 2022	<b>APPROVED BY CITY MANAGER:</b> September 19, 2022	
	<b>SUPERSEDES:</b> March 21, 2022	<b>APPROVED BY CITY COUNCIL:</b> September 19, 2022	

The following additional considerations and limitations will apply when a developer requests PID bonds:

- a. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council;
- b. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds;
- c. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City;
- d. All PID bond issues, if any, will be subject to approval by the City Council;
- e. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds;
- f. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will the maximum assessment be increased for any parcel unless the property owner of the parcel consents to the increased assessment;
- g. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments;
- h. The City's cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be netted out of the amount paid to the developer or paid from the administrative expense of the collection costs portion of the assessment;
- i. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources;
- j. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal;
- k. Any new money PID bonds issued will include a Reserve Fund in an amount to be determined;
- l. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%);
- m. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the respective bond indenture or any other Page 6 regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues;

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b>  September 19, 2022	PAGE 9 OF 15
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- n. Developer is required deposit cash with the City or a bond trustee on or prior to the sale date of the PID bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds;
- o. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer;
- p. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate governmental entity, as authorized by law;
- q. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b); and
- r. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.

**XVI. Disclosure to Homeowners**

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- a. Landowner Consent or Agreement to be recorded in the Official Public Records of Harris County;
- b. Signage at major entryways and exits;
- c. Signage and information flyers in any sales centers within the PID that include:
  - a. Frequently Asked Questions;
  - b. Total Assessment;
  - c. Average Annual Installment; and
  - d. Equivalent Tax Rate.
- d. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City; and
- e. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

**XVII. PID Administration and Management**

The City will contract with an outside consultant to administer the PID and to bill, collect, and track PID assessments. This cost will be considered a reimbursable project cost and shall be included in the PID Service and Assessment Plan.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	<b>PAGE 10 OF 15</b>
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**XVIII. Miscellaneous**

- a. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.
- b. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Tomball.
- c. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b> 18	<b>EFFECTIVE DATE:</b> September 19, 2022	PAGE 11 OF 15
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**CITY OF TOMBALL  
PUBLIC IMPROVEMENT DISTRICT POLICY  
AS ADOPTED BY CITY COUNCIL ON **NOVEMBER 21, 2022****

I have read and understand this policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

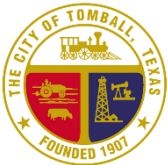
\_\_\_\_\_  
Printed Name

(Please sign and date this page and return to the Project Manager)



**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	PAGE 12 OF 15
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**City of Tomball  
Public Improvement District (PID) Application**

**APPLICANT INFORMATION**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*Please attach additional applicant information as necessary.*

**OWNER INFORMATION**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROJECT INFORMATION**

Description of Proposed Project: \_\_\_\_\_

Physical Location of Property: \_\_\_\_\_

HCAD Identification No.: \_\_\_\_\_ Acreage: \_\_\_\_\_

Current Use of Property: \_\_\_\_\_

Proposed Use of Property: \_\_\_\_\_

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b>  September 19, 2022	<b>PAGE 13 OF 15</b>
	<b>REVISED:</b>  September 19, 2022	<b>APPROVED BY CITY MANAGER:</b>  September 19, 2022	
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**PID CONSIDERATIONS**

Please mark which consideration from the “Development Policy for Special Financing Districts” the PID request adheres to below Please attach documentation and/or a detailed justification as to how the PID meets the criteria selected. .

1. Generates economic and superior development benefits to the City beyond what normal development would generate.  
\_\_\_\_\_
2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)  
\_\_\_\_\_
3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rate share of the regional facilities and services.  
\_\_\_\_\_
4. Implement City of Tomball master plans, including water, wastewater, parks, and trails.  
\_\_\_\_\_
5. Increase or enhance the City’s transportation and roadway plans.  
\_\_\_\_\_
6. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.  
\_\_\_\_\_
7. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.  
\_\_\_\_\_
8. Willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID.  
\_\_\_\_\_
9. Provide a unique or special development to the Tomball community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)  
\_\_\_\_\_
10. Have the support of 100% of the owners of the property within the PID.  
\_\_\_\_\_

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	<b>PAGE 14 OF 15</b>
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**REQUIRED ATTACHMENTS**

- \_\_\_\_\_ Completed PID petition
- \_\_\_\_\_ Non-refundable payment of PID Application Review Fee
- \_\_\_\_\_ Letter from Developer/Applicant requesting consideration of PID
- \_\_\_\_\_ General summary and description of proposed development
- \_\_\_\_\_ Site plan or general plan that shows land use and thoroughfare connections
- \_\_\_\_\_ Demonstration of how the development is in compliance with the City’s Comprehensive Plan and Future Land Use Plan
- \_\_\_\_\_ Demonstration of how the proposed development is in compliance with the zoning of the property
- \_\_\_\_\_ Description of any amenities for the proposed development
- \_\_\_\_\_ Description of any elevated design and landscaping standards for the proposed development
- \_\_\_\_\_ Summary of special benefits to be received by the development
- \_\_\_\_\_ Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing
- \_\_\_\_\_ Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost
- \_\_\_\_\_ Description and preliminary estimate of public infrastructure included with development (include both developer-funded and proposed PID-funded elements)
- \_\_\_\_\_ Propose total assessment and tax rate equivalent
- \_\_\_\_\_ Description of any property that will be subject to or exempt from assessments
- \_\_\_\_\_ Any additional information which you believe would be necessary for the City to evaluate the proposed project.

<b>SUBJECT</b>  <b>DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS</b>	<b>NUMBER:</b>  18	<b>EFFECTIVE DATE:</b> September 19, 2022	<b>PAGE 15 OF 15</b>
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**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, certify that the information on this form and included in the attached City of Tomball PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 11/07/2022

**Topic:**

Approve amendments to Administrative Policy No. 24, Sports Court Reservation Policy

**Background:**

On Oct. 3, 2022, City Council approved amendments to Administrative Policy No. 24, Tennis Court Reservation Policy. The amended policy included the addition of pickleball courts for reservations to match the newly adopted Master Fee Schedule for Fiscal Year 2022-2023. This change was proposed in response to a request for league play by local residents and users of the courts.

Additional changes to the policy included renaming the policy to "Sport Courts Reservation Policy" to cover tennis and pickleball and additional minor changes to the reservation form.

During the Oct. 17, 2022 Council meeting, members of the public addressed the need to change the policy further to offer "open play" during highly utilized times, but allow reservations during the day. While the current policy allows rentals of the pickleball courts at any time of the day or week, the speakers suggested only allowing rentals of the pickleball courts from 11 a.m. to 5 p.m., Monday thru Friday.

Staff agrees with the proposed amendments and believes this is a good compromise between those wishing to establish pickleball league play, while also balancing the needs of residents who use the courts for pick-up games.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approval of an amendment to Administrative Policy No. 24 to allow reservations of the pickleball Courts from 11 a.m. to 5 p.m., Monday thru Friday.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Public Works Director

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: X If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Drew Huffman  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>SPORTS COURTS RESERVATION POLICY</b>	<b>NUMBER:</b>  24	<b>EFFECTIVE DATE:</b> NOVEMBER 7, 2022	<b>PAGE 1 OF 2</b>
	<b>REVISED:</b> NOVEMBER 7, 2022	<b>APPROVED BY CITY MANAGER:</b> NOVEMBER 7, 2022	
	<b>SUPERSEDES:</b> OCTOBER 3, 2022	<b>APPROVED BY CITY COUNCIL:</b> NOVEMBER 7, 2022	

**The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**

Priority use of courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 3-hour time limit.
11. No more than 4 months reserved at one time, no more than 3 months in advance.
- 12. Pickleball courts may only be reserved Monday thru Friday from 11 a.m. to 5 p.m.**
13. Tennis shoes must be worn at all times.
14. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

**Residency verification :** \_\_\_\_\_ ( city staff)

**\*RESIDENT**    **PER COURT-2 HOURS \$5.00**

**NON-RESIDENT**    **PER COURT-2 HOURS \$10.00**

**RESIDENT LEAGUE FEES: \$150.00 per league-per season (4 months)**

**NON-RESIDENT LEAGUE FEES: \$170.00 per league-per season (4 months)**

**Spring-(Feb., Mar., Apr., May)**

**Fall-(Sept., Oct., Nov., Dec.)**

**\*Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

**CITY OF TOMBALL  
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

<b>SUBJECT</b>  <b>SPORTS COURTS RESERVATION POLICY</b>	NUMBER:  24	EFFECTIVE DATE: NOVEMBER 7, 2022	PAGE 2 OF 2
	REVISED: NOVEMBER 7, 2022	APPROVED BY CITY MANAGER: NOVEMBER 7, 2022	
	SUPERSEDES: OCTOBER 3, 2022	APPROVED BY CITY COUNCIL: NOVEMBER 7, 2022	

Business Phone: \_\_\_\_\_ Home phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or have been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

**INDEMNIFICATION**

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

**ACKNOWLEDGEMENT: I \_\_\_\_\_ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.**

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

**Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.**

City of Tomball: \_\_\_\_\_ (City Staff) Date: \_\_\_\_\_

**KEEP THIS FORM WITH YOU AT THE PARK!!!!**

Public Works Dept-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451







**City of Tomball  
SPORTS COURTS RESERVATION FORM  
Rules and Regulations  
(281)290-1400  
Fax # (281) 351-4735**

**Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm**

**The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**

Priority use of tennis courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 2 hour time limit.
11. Tennis Courts will be limited to 3 courts reserved at one time; 1 court will remain for open play.
12. Reservations for courts will have a two-day reservation maximum per week.
- 13. Pickleball courts may only be reserved Monday thru Friday from 11 a.m. to 5 p.m.**
14. No more than 4 months reserved at one time, no more than 3 months in advance.
15. Tennis shoes must be worn at all times.
16. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

**Residency verification :** \_\_\_\_\_ ( city staff)

**INDIVIDUAL RESERVATIONS:**

- RESIDENT**                       **PER COURT-2 HOUR \$5.00**  
 **NON-RESIDENT**            **PER COURT-2 HOUR \$10.00**

**GROUP RESERVATIONS:**

- RESIDENT GROUP FEE: \$150.00/group-per season (4 mos.)**  
 **NON-RESIDENT GROUP FEE: \$170.00/group- per season (4 mos.)**  
 **Spring-(Feb., Mar., Apr., May)**     **Fall-(Sept., Oct., Nov., Dec.)**

Date Needed:_____	Time:_____	Number of Courts:_____	Total Due:_____
Date Needed:_____	Time:_____	Number of Courts:_____	Total Due:_____
Date Needed:_____	Time:_____	Number of Courts:_____	Total Due:_____
Date Needed:_____	Time:_____	Number of Courts:_____	Total Due:_____
Date Needed:_____	Time:_____	Number of Courts:_____	Total Due:_____

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or has been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

**INDEMNIFICATION**

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**ACKNOWLEDGEMENT: I \_\_\_\_\_ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.**

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

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City of Tomball: \_\_\_\_\_(City Staff) Date: \_\_\_\_\_

**KEEP THIS FORM WITH YOU AT THE PARK!!!!**

Public Works Department-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

Accept Resignation of Becky Loving, Resident Member 1, of the Tourism Advisory Committee

**Background:**

Council appointed Becky Loving to Resident Member Position 2, of the Tourism Advisory Committee on October 3, 2022.

This unexpired term was created when Council appointed Ted Mielke to Business Position 6 and expired December 5, 2023.

Ms. Loving has notified the City that she does not wish to serve on the Tourism Advisory Committee.

City staff is seeking applications for vacant board positions on the Tourism Advisory Committee (resident), the Board of Adjustments (alternate), and the Capital Improvements Plan Advisory Committee (ETJ member).

**Origination:** Mayor Klein Quinn

**Recommendation:**

Accept the resignation of Becky Loving.

**Party(ies) responsible for placing this item on agenda:** Mayor Klein Quinn

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>11/1/2022</u>	Approved by	_____	
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: November 7, 2022

**Topic:**

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.076 – Deliberation regarding Security Devices

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** David Esquivel, City Manager

**FUNDING (IF APPLICABLE)**

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Doris Speer 10/19/22 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date