

**THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §**



LARRY AKERY, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6

DAN DAVIS, MAYOR
DAN JOHNSON, CITY MANAGER
TAMMY BELL, CITY SECRETARY

**NOTICE OF A CITY COUNCIL MEETING
OF THE CITY OF MANVEL
December 4, 2023**

**NOTICE IS HEREBY GIVEN
5:30 P.M. WORKSHOP – 6:00 P.M. REGULAR SESSION**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Manvel City Council will convene a regular meeting at the Manvel City Hall, located at 20031 Hwy 6, Manvel Tx 77578 for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The City Council of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 x6 for further information.

CITY OF MANVEL MISSION STATEMENT

"The City of Manvel will continue to be a unique, vibrant, growth-managed community that will meet the needs of its citizens through the efforts of local government and civic-minded individuals by --promoting well-planned development, cost-effective professional management, and competent and responsive municipal services."

Workshop Session 5:30 p.m.

Discussion with the Business Advisory Task Force on the role and responsibility of the board and goals heading into 2024.

Discussion on any topic as listed on the current agenda.

Regular Session – 6:00 p.m.

Call To Order

Invocation

Inspirational Reading - Councilmember Perry

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Presentations

Recognition of the JB Hensler College and Career Welding II class for welding 24-door entry rams for the Manvel Police Department.

Public Comments: "Comment Card" Required

o Members of the public with business before the board, NOT scheduled on the agenda as a public hearing (that have submitted a public comment card) may have three (3) minutes to address the board. o The board may not participate in any discussion and cannot vote on the subject you present unless it is listed on the agenda as an action item.

City Manager Update

Update on current events and city issues.

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve the second and final reading of Ordinance No. 2023-O-42;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 1.5 ACRES LOCATED AT 20514 HIGHWAY 6, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT (LC/SH6) TO LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 532120 "TRUCK, UTILITY TRAILER, AND RV (RECREATIONAL VEHICLE) RENTAL AND LEASING"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
(Forwarded with a favorable recommendation by PD&Z 5/1)
3. Approve the second and final reading of Ordinance No. 2023-O-43;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 1.10 ACRE TRACT OF LAND LOCATED AT 7050 MASTERS ROAD, MANVEL, TEXAS (NORTHWEST CORNER OF LEWIS LANE AND MASTERS ROAD INTERSECTION), FROM HIGHWAY MIXED USE DISTRICT (HMU) TO HIGHWAY MIXED USE DISTRICT WITH SPECIFIC USE PERMIT (HMU-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 6244 "CHILD DAY CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
(Forwarded with a favorable recommendation by PD&Z 5/1)

4. Approve the second and final reading of Ordinance No. 2023-O-44;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 1.455 ACRES LOCATED AT 7355 MCCOY, MANVEL, TEXAS, CURRENTLY ZONED LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP) TO ALLOW NAICS USE 813110- "RELIGIOUS ORGANIZATION", BY EXPANDING THE LIST OF PERMITTED NAICS USES OF THE PROPERTY TO INCLUDE: COMMUNITY CENTER (YOUTH), GYMNASIUM, ADVANCE COMMUNITY EMPOWERMENT PROGRAMS, MEMORIAL ASSISTANCE MINISTRY, ALCOHOLISM COUNSELING, WIC FAMILY WELFARE SERVICES, FOOD BANK SERVICES, CHILD DAY CARE, COFFEE SHOP, GED CLASSES AND EVENT CENTER/RECEPTION HALL; PROVIDING FOR CONDITIONS TO AUTHORIZE THE ADDITIONAL USES OF THE PROPERTY AND PARKING LOT EXPANSION; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with a favorable recommendation by PD&Z 6/0)
5. Approve the second and final reading of Ordinance No. 2023-O-45;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATE 82.60 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF CROIX ROAD/ COUNTY ROAD 58 AND STATE HIGHWAY (SH) 288 INTERSECTION, GENERALLY BOUNDED BY SH 288 (WEST), CROIX ROAD/COUNTY ROAD 58 (NORTH), COOPER DITCH (EAST) AND DEL BELLO LAKES SUBDIVISION (SOUTH); AND LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 AND IN THE CITY OF MANVEL, FROM OPEN PLANNED UNIT DEVELOPMENT (O-PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; AND ADOPTING A PUD DOCUMENT PROVIDING FOR ZONING AND DEVELOPMENT RELATED PROVISIONS AND REQUIREMENTS; SUCH TRACTS BEING SITUATED IN THE A.C.H. & B.R.R. CO. SURVEY, ABSTRACT NO. 459, BRAZORIA COUNTY PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to direct staff on the Franchise Agreement for the Collecting, Hauling, Recycling, and Disposal of Municipal Solid Waste with Waste Connections of Texas, LLC.
2. Consideration and possible action to award Landmark Structures, LP the contract for Manvel Parkway Elevated Storage Tank in the amount of \$5,823,000.
3. Consideration and possible action to approve an Interlocal and Utility Capacity Agreement between the City of Manvel, Texas, and Brazoria County Municipal Utility District No. 47.

4. Consideration and possible action to approve the second and final reading of Ordinance No. 2023-O-40;

AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ARTICLE I. "IN GENERAL" PERTAINING TO DEFINITIONS AND PROCESS OF REZONING; BY AMENDING ARTICLE II. "DISTRICT REGULATIONS" PERTAINING TO AN EXEMPTION TO MINIMUM LOT AREA REQUIREMENT FOR NON-CONFORMING LOTS RESULTING FROM RIGHT-OF-WAY DEDICATION WITHIN OPEN-SINGLE-FAMILY RESIDENTIAL DISTRICT; AMENDING FENCE REQUIREMENTS; AND SECTIONS PERTAINING TO BUILDING MATERIAL REQUIREMENTS FOR BUILDING FACADES TO ACCURATELY REFLECT HOUSE BILL 2439, WHICH ENACTED CHAPTER 3000 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING OTHER CHANGES TO RECTIFY TYPOGRAPHIC ERRORS THROUGHOUT THE ORDINANCE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY. (Forwarded with a favorable recommendation by PD&Z 6/0)

5. Consideration and possible action to approve Resolution 2023-R-35;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING A SCHEDULE OF FEES, rates, DEPOSITS, AND OTHER CHARGES for ZONING, PLATTING, BUILDING AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERE WITH; AND OTHER RELATED MATTERS.

6. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-46;

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF MANVEL; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

7. Consideration and possible action to approve a Sponsorship Agreement between Centric Infrastructure Group, LLC, and the City of Manvel.

8. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-47;

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 53. "SIGNS" BY REVISING THE REGULATIONS PERTAINING TO SIGNS WITHIN THE CITY OF MANVEL AND EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00

December 4, 2023 CITY COUNCIL MEETING AGENDA

FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

9. Consideration and possible action to approve the second and final reading of Ordinance 2023-O-48;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.
10. Consideration and possible action by the City Council to concur with the City Manager's decision to name Keith Traylor as Public Safety Director, as required by the City Charter.
11. Consideration and possible action by the City Council to concur with the City Manager's decision to name Rosa Donaire as Finance Director, as required by the City Charter.
12. Consideration and possible action by the City Council to concur with the City Manager's decision to name Chad Dumont as Personnel Director, as required by the City Charter.
13. Discussion on the following as requested by Mayor Davis;
A) Update on Staff Performance Reviews
B) Performance review process and timeline for the City Manager and City Attorney
14. Discussion / update on the Akery Lake Project (Requested by Councilmember Akery and Opliger)

Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

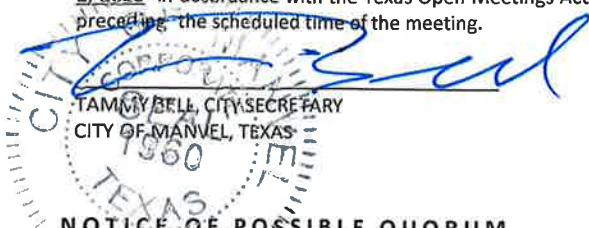
Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on December 1, 2023 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.



NOTICE OF POSSIBLE QUORUM

A quorum of the Manvel Planning, Development, and Zoning Commission, and the Manvel Economic Development Corporation may be in attendance at the 12/4/2023 meeting of the Manvel City Council. If such be the case, this notice shall serve as notice of meeting pursuant to the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. There will be no official City business or action of the aforementioned bodies taken during the meeting.

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



DAN DAVIS, MAYOR
DAN JOHNSON, CITY MANAGER
TAMMY BELL, CITY SECRETARY

MISSION STATEMENT: "The City of Manvel will continue to be a unique, vibrant, growth-managed community that will meet the needs of its citizens through the efforts of local government and civic-minded individuals by promoting well-planned development, cost-effective professional management, and competent and responsive municipal services."

MINUTES 11/20/2023

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m.
Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 4 Ed Perry
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 6 Jerome Hudson

Absent: None

Also Present: Dan Johnson, City Manager
Tammy Bell, City Secretary
Robbie Hall, Public Works Director
Jessica Rodriguez, Director of Development Services
Jose Abraham, City Planner
Joe Murray, Fire Marshal
Rosa Donaire, Finance Manager
Chad Dumont, HR Manager
Brooke Cyphers, Public Information Officer

Discussion on any subject listed on the agenda dated November 20, 2023.

General discussion on the following:

- New Police Department and Public Works buildings

- Christmas Parade
- Update on staffing (how many filled positions currently and how many are open)
- Update on Development Services survey
- Update on Staff Reports that the City Manager and PIO have been working on standardizing
- Outline on Development Agreements
- Strategy session and team building day; the Mayor polled Council to see if they would be interested in meeting on a Saturday for this
- Homestead Exemptions
- Financial Policy update
- 20-year vision plan
- Akery Lake

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:07 p.m.

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Larry Akery
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 4 Ed Perry
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 6 Jerome Hudson

Absent: None

Also Present: Dan Johnson, City Manager
Tammy Bell, City Secretary
Robbie Hall, Public Works Director
Jessica Rodriguez, Director of Development Services
Jose Abraham, City Planner
Joe Murray, Fire Marshal
Rosa Donaire, Finance Manager
Chad Dumont, HR Manager
Brooke Cyphers, Public Information Officer

Invocation

Inspirational Reading - Mayor Davis

Pledge

Public Hearing

1. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 1.5 ACRES LOCATED AT 20514 HIGHWAY 6, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT (LC/SH6) TO LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 532120 "TRUCK, UTILITY TRAILER, AND RV (RECREATIONAL VEHICLE) RENTAL AND LEASING"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

Opened 6:10pm
1st call - None
2nd call - None
3rd call - None
Closed 6:11 p.m.

2. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 1.10 ACRE TRACT OF LAND LOCATED AT 7050 MASTERS ROAD, MANVEL, TEXAS (NORTHWEST CORNER OF LEWIS LANE AND MASTERS ROAD INTERSECTION), FROM HIGHWAY MIXED USE DISTRICT (HMU) TO HIGHWAY MIXED USE DISTRICT WITH SPECIFIC USE PERMIT (HMU-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 6244 "CHILD DAY CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Opened 6:11 p.m.
1st call
Jose Cerventas - Project Manager - Spoke in favor of the project
2nd call
Erica Piper - 3606 Tumbling Falls Drive, Manvel
The owner of the proposed daycare spoke in favor of the project. This facility will be different than what is already in the community.
3rd call - None
Closed 6:18 p.m.

3. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 1.455 ACRES LOCATED AT 7355 MCCOY, MANVEL, TEXAS, CURRENTLY ZONED LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP) TO ALLOW NAICS USE 813110-"RELIGIOUS ORGANIZATION", BY EXPANDING THE LIST OF PERMITTED NAICS USES OF THE PROPERTY TO INCLUDE: COMMUNITY CENTER (YOUTH), GYMNASIUM, ADVANCE COMMUNITY EMPOWERMENT PROGRAMS, MEMORIAL ASSISTANCE MINISTRY, ALCOHOLISM COUNSELING, WIC FAMILY WELFARE SERVICES, FOOD BANK SERVICES, CHILD DAY CARE, COFFEE SHOP, GED CLASSES AND EVENT CENTER/RECEPTION HALL; PROVIDING FOR CONDITIONS TO AUTHORIZE THE ADDITIONAL USES OF THE PROPERTY AND PARKING LOT EXPANSION; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Opened 6:18 p.m.
1st call - Laurie Cimmerhanel, 7310 Wilson Drive
Against the amendment of the SUP. Houses are around this location within 200 feet. Had issues with the previous church tenant and feels this could be the same thing that happens with the new tenant.
2nd call - None
3rd call - None
Closed - 6:23 p.m.

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

4. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATE 82.60 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF CROIX ROAD/ COUNTY ROAD 58 AND STATE HIGHWAY (SH) 288 INTERSECTION, GENERALLY BOUNDED BY SH 288 (WEST), CROIX ROAD/COUNTY ROAD 58 (NORTH), COOPER DITCH (EAST) AND DEL BELLO LAKES SUBDIVISION (SOUTH); AND LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 AND IN THE CITY OF MANVEL, FROM OPEN PLANNED UNIT DEVELOPMENT (O-PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; AND ADOPTING A PUD DOCUMENT PROVIDING FOR ZONING AND DEVELOPMENT RELATED PROVISIONS AND REQUIREMENTS; SUCH TRACTS BEING SITUATED IN THE A.C.H. & B.R.R. CO. SURVEY, ABSTRACT NO. 459, BRAZORIA COUNTY PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Opened - 6:23 p.m.

1st call - None

2nd call - None

3rd call - None

Closed - 6:24 p.m.

Public Comments: "Comment Card" Required

None

City Manager Update

Iowa Lane update

CenterPoint street lights

Officer Pankey fundraiser update

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Acceptance of infrastructure improvements for Maverick Water Plant Improvements to begin the Two-Year Maintenance Period.
3. Acceptance of infrastructure improvements for Pollard Boulevard Phase 1 Segment C and Charlotte Street Phase 1 Segment A to begin the Two-Year Maintenance Period.

Councilmember Hudson made the motion to approve. Councilmember Perry seconded the motion.

The motion carried with a vote:6/0 (Councilmember Sarmiento briefly stepped out)

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 5 Crystal Sarmiento

Abstained: None

Items Removed from Consent Agenda

None

Regular Agenda

1. Consideration and possible action to direct staff on the Franchise Agreement for the Collecting, Hauling, Recycling, and Disposal of Municipal Solid Waste with Waste Connections of Texas, LLC.

Mayor Davis made the motion to table. Councilmember Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

2. Consideration and possible action to approve the first of two readings of Ordinance No. 2023-O-40;

AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ARTICLE I. "IN GENERAL" PERTAINING TO DEFINITIONS AND PROCESS OF REZONING; BY AMENDING ARTICLE II. "DISTRICT REGULATIONS" PERTAINING TO AN EXEMPTION TO MINIMUM LOT AREA REQUIREMENT FOR NON-CONFORMING LOTS RESULTING FROM RIGHT-OF- WAY DEDICATION WITHIN OPEN-SINGLE-FAMILY RESIDENTIAL DISTRICT; AMENDING FENCE REQUIREMENTS; AND SECTIONS PERTAINING TO BUILDING MATERIAL REQUIREMENTS FOR BUILDING FACADES TO ACCURATELY REFLECT HOUSE BILL 2439, WHICH ENACTED CHAPTER 3000 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING OTHER CHANGES TO RECTIFY TYPOGRAPHIC ERRORS THROUGHOUT THE ORDINANCE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY. (Forwarded with a favorable recommendation by PD&Z 6/0)

Councilmember Perry made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

3. Consideration and possible action to approve the first of two readings of Ordinance No. 2023-O-42;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF 1.5 ACRES LOCATED AT 20514 HIGHWAY 6, MANVEL, TEXAS, FROM LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT (LC/SH6) TO LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 532120 "TRUCK, UTILITY TRAILER, AND RV (RECREATIONAL VEHICLE) RENTAL AND LEASING"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (Forwarded with a favorable recommendation by PD&Z 5/1)

Mayor Davis made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

4. Consideration and possible action to approve the first of two readings of Ordinance No. 2023-O-43;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATE 1.10 ACRE TRACT OF LAND LOCATED AT 7050 MASTERS ROAD, MANVEL, TEXAS (NORTHWEST CORNER OF LEWIS LANE AND MASTERS ROAD INTERSECTION), FROM HIGHWAY MIXED USE DISTRICT (HMU) TO HIGHWAY MIXED USE DISTRICT WITH SPECIFIC USE PERMIT (HMU-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR NAICS USE CODE 6244 "CHILD DAY CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

(Forwarded with a favorable recommendation by PD&Z 5/1)

Councilmember Hudson made the motion to approve. Councilmember Opliger seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

5. Consideration and possible action to approve a subdivision variance request for an approximate 1.1-acre tract of land located at 7225 Lewis Lane (7050 Masters Road), Manvel, Texas (northwest corner of Lewis Lane and Masters Road intersection), seeking to vary the requirements of Chapter 62, Section 62-113, Sidewalks.

Mayor Davis made the motion to approve. Councilmember Hudson seconded the motion.

The motion FAILED with a vote: 0/7

Yes: None

No: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

Absent: None

Abstained: None

6. Consideration and possible action to approve the first of two readings of Ordinance No. 2023-O-44;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

APPROXIMATELY 1.455 ACRES LOCATED AT 7355 MCCOY, MANVEL, TEXAS, CURRENTLY ZONED LIGHT COMMERCIAL DISTRICT/STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (LC/SH6-SUP) TO ALLOW NAICS USE 813110- "RELIGIOUS ORGANIZATION", BY EXPANDING THE LIST OF PERMITTED NAICS USES OF THE PROPERTY TO INCLUDE: COMMUNITY CENTER (YOUTH), GYMNASIUM, ADVANCE COMMUNITY EMPOWERMENT PROGRAMS, MEMORIAL ASSISTANCE MINISTRY, ALCOHOLISM COUNSELING, WIC FAMILY WELFARE SERVICES, FOOD BANK SERVICES, CHILD DAY CARE, COFFEE SHOP, GED CLASSES AND EVENT CENTER/RECEPTION HALL; PROVIDING FOR CONDITIONS TO AUTHORIZE THE ADDITIONAL USES OF THE PROPERTY AND PARKING LOT EXPANSION; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION

HEREOF. (Forwarded with a favorable recommendation by PD&Z 6/0)

Councilmember Perry made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/1

Yes: City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: Mayor Dan Davis
Absent: None
Abstained: None

7. Consideration and possible action to approve the first of two readings of Ordinance No. 2023-O-45;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATE 82.60 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF CROIX ROAD/ COUNTY ROAD 58 AND STATE HIGHWAY (SH) 288 INTERSECTION, GENERALLY BOUNDED BY SH 288 (WEST), CROIX ROAD/COUNTY ROAD 58 (NORTH), COOPER DITCH (EAST) AND DEL BELLO LAKES SUBDIVISION (SOUTH); AND LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 79 AND IN THE CITY OF MANVEL, FROM OPEN PLANNED UNIT DEVELOPMENT (O-PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; AND ADOPTING A PUD DOCUMENT PROVIDING FOR ZONING AND DEVELOPMENT RELATED PROVISIONS AND REQUIREMENTS; SUCH TRACTS BEING SITUATED IN THE A.C.H. & B.R.R. CO. SURVEY, ABSTRACT NO. 459, BRAZORIA COUNTY PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED

\$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Mayor Davis made the motion to approve. Councilmember Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: None
Abstained: None

8. Consideration and possible action to approve the first of two readings of Ordinance 2023-O-46; AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC RIGHTS-OF-WAY TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MANVEL, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF MANVEL; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

Councilmember Akery made the motion to approve. Councilmember Opliger seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

9. Consideration and possible action to approve Resolution 2023-R-32;
A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Mayor Davis made the motion to approve. Councilmember Sarmiento seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

10. Consideration and possible action to approve Resolution 2023-R-33;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, APPROVING TERMINATION OF THE CONTRACT WITH CORE CONSTRUCTION FOR THE NEW POLICE DEPARTMENT BUILDING CONTRACT; APPROVING EXECUTION OF A TERMINATION AGREEMENT; APPROVING THE COMPETITIVE SEALED

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

PROPOSAL PROCESS TO RESUME THE CONSTRUCTION OF THE NEW POLICE DEPARTMENT BUILDING; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Councilmember Perry made the motion to approve. Councilmember Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

11. Consideration and possible action to approve Resolution 2023-R-34;

A RESOLUTION OF THE MANVEL CITY COUNCIL OF THE CITY OF MANVEL APPROVING THE OFFICIAL BALLOT AND ITS CASTING VOTES FOR THE CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

Mayor Davis made the motion to approve all 40 votes to go towards Tommy King.

Councilmember Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

12. Consideration and possible action to direct staff regarding the 2024 International Business Code (IBC) and Accessory Dwelling Units (ADU's).

Scott Williams, BBG Acting Building Official - shares that most cities run a cycle behind in the codes.

Mayor Davis would like to at least see ADUs addressed next year in January or February.

13. General Updates (Requested by Mayor Davis)

- Police station, public works, city hall projects
- Upcoming Events - Holidays
- Staffing Updates - New Hires, Open Positions, Performance Reviews
- Development Services Survey and Monthly Reports (general updates and financial standing)
- Outline of all development agreements
- Strategy Session for 2024
- Budget Timeline for 2024
- Team building day
- Homestead Exemption
- Financial Policy and Bylaws
- 20-year vision plan
- Akery Lake

Covered during the workshop.

November 20, 2023 MANVEL CITY COUNCIL MEETING MINUTES

Mayor and Council Comments

Adjourn

Mayor Davis made the motion to adjourn the meeting at 9:23 p.m. Councilmember Akery seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Larry Akery, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF MANVEL, TEXAS

June 1, 2019

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS EXCLUSIVE FRANCHISE AGREEMENT
IN THE CITY OF MANVEL, TEXAS**

STATE OF TEXAS

COUNTY OF BRAZORIA

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2019, by and between Waste Connections of Texas, LLC, a Texas Corporation (the "Franchisee"), and the City of Manvel, Texas (the "City").

WHEREAS, the City and Franchisee entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste Exclusive Franchise Agreement in the City of Manvel, Texas, dated as of November 10, 2008 (the "Contract");

WHEREAS, on November 5, 2018, the City approved Resolution 2018-R-17 authorizing the City Manager to negotiate and execute a Franchise Agreement with Franchisee using Alternate Option #1 as set forth in Franchisee's response to that certain Request for Proposal Municipal Solid Waste and Recycling Services Exclusive Franchise Agreement; RFP #FY2018-0822-01 issued by the City; and

WHEREAS, the Contract between the Franchisee and the City is to terminate as of January 31, 2019, as may be extended in the interim;

WHEREAS, the Franchisee and the City mutually desire to renew and replace the Contract as further described herein; and

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Franchisee the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Franchisee and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35 lbs.

Bulky Waste - stoves, refrigerators, water tanks, washing machines, other white goods, furniture, large volumes of containerized waste, and similar items.

Bundles – Any items including trees, shrub and brush trimmings, or newspapers and magazines neatly stacked, forming an easily handled package not exceeding forty-eight (48”) inches in length or fifty (50) pounds in weight and which are securely fastened together.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

City – City of Manvel, Texas.

Collection – The act of removing garbage, trash and recycling from the storage point at the source.

Commercial Hand Collect Unit - A small Commercial Unit that requires no more than four (4) Roll-Outs for the collection of its Municipal Solid Waste each week.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Waste.

Container - any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Franchisee and utilized for collecting municipal solid waste, construction-demolition waste or recyclable materials.

Contract Year – Any one year period of time from July 1 to June 30 during the term of the Franchise Agreement.

Dead Animals – Animals or portions hereof less than ten (10 lbs.) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers that are licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such

licenses, permits, or approvals that receives for processing or final disposal of Municipal Solid Waste.

Excluded Waste - wastewater treatment plant sludge, and any materials or substances that may not lawfully be disposed of at a Type I or Type IV landfill permitted by the TCEQ, including, but not limited to, petroleum and petroleum products, natural gas and natural gas products, asbestos, lead and polychlorinated biphenyls, and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste substance or material, as defined by applicable federal state or local laws or regulations.

Franchisee – Waste Connections of Texas, LLC, the person, corporation, or partnership performing garbage, trash and recycling collection and disposal under contract with the CITY.

Fuel Year – Any one year period of time from May 1 to April 30 during the term of the Franchise Agreement.

Green Waste - Biodegradable waste that is composed of garden, yard or park waste, such as grass, leaves, flower trimmings, brush, tree trimmings and other clean woody vegetative material that results from landscaping maintenance and other land clearing operations.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Franchisee.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Independence Day (July 4th)
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Christmas Day (December 25th).
- (6) Memorial Day, and any other day agreed to as a holiday by the City and the Franchisee in writing

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste – Garbage and Rubbish, as defined below. Municipal Solid Waste does not include Construction and Demolition Waste, Green Waste, Excluded Waste, or Hazardous Waste.

- (a) *Garbage* - all normal and usual household and institutional solid waste products that are placed in containers for collection purposes and are usually a mixture of putrescible, non-putrescible, and noncombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other similar items.
- (b) *Rubbish* - all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.
- (e) Contractor and the City will jointly decide on description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials. Once those are jointly decided, Customers and the City must comply with those descriptions and/or procedures. If any customer or the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

Recycling Container – A Container with ninety-five (95) gallons of capacity and provided by the Franchisee for the collection of Recyclable Materials.

Residential Refuse – Municipal Solid Waste generated by an occupant of a Residential Unit, excluding Excluded Waste, but including household move-in cartons when collapsed and tied.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity. Per section 56-46(1) of the City Code, each roll-out shall be equipped with an appropriately sized lid which shall be securely attached when containing Municipal Solid Waste, and shall be equipped with wheels for ease of handling.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Trees – Any part of a tree, not just limbs, that have been cut and bundled appropriately.

White Good - Any item not measuring in excess of either two (2) cubic yards in size or two-hundred (200) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste – Tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than one (1”) inch in diameter, brush or clippings.

SECTION 2. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units.

The Franchisee will collect Municipal Solid Waste twice per week and Recyclable Materials once per week from Single-Family Residential Units; provided, that:

- (i) such Municipal Solid Waste is placed in Roll-Outs,
- (ii) such Recyclable Materials are placed in Recycling Containers and
- (iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than

7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of:

- (i) Municipal Solid Waste placed inside the Roll-Outs, and
- (ii) Recyclable Materials placed inside the Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

The CITY's minimum recycling participants shall consist of approximately 2,000-3,000 Residential Units. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services (defined below) as provided for in Section 7.A. hereto.

Franchisee reserves the right, from time to time, to add to or delete items from the above list, for which no secondary market continues to exist or may be created after proper notice to the CITY. Franchisee has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

B. Handicapped Residential Units.

Notwithstanding anything to the contrary contained herein, the Franchisee agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs and Recycling Containers; provided, that the Franchisee receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

C. Commercial Hand Collect Units.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial Hand Collect Units twice per week (one Municipal Solid Waste collection and one Recyclable Materials collection each week); provided, that:

- (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Franchisee,
- (ii) such Recyclable Materials are placed in Recycling Containers provided by the Franchisee and
- (iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed

in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside the Roll-Outs and Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. If the excess or misplaced Municipal Solid Waste or Recyclable Materials continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out and/or Recycling Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services as provided for in Section 9.B. hereto.

D. Added Roll-Outs and Recycling Containers

Franchisee shall provide all Single-Family Residential and Commercial Hand Collect Units with one (1) Roll-Out and one (1) Recycling Container at no cost. A Single-Family Residential or Commercial Hand Collect Unit who wishes to exchange its Recycling Container for a second Roll-Out may do so, subject to availability, and at no additional cost.

SECTION 3. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units as needed each week, as provided for in Section 9.C. hereof. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Franchisee.

However, the Franchisee shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9.C. hereof. The parties acknowledge and agree that the Franchisee shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

Roll-Outs, Roll-Offs, Recycling Containers, and any other Containers used at Commercial or Industrial Units shall not be placed nearer than five (5) feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards.

SECTION 4. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations

The Franchisee will provide, at no cost to the City, up to an aggregate number of ten (10) Containers (each up to eight (8) cubic yards in size) to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City up to five times per week, as needed.

B. City Roll-Offs

The Franchisee will provide, at no cost to the City, up to an aggregate of fifty (50) Roll-Offs to collect Municipal Solid Waste at various City special events each Contract Year, with an aggregate of fifty (50) free hauls of such Roll-Offs each Contract Year. Any hauls in excess of fifty (50) during any Contract Year shall be charged to the City at the rates set forth in Section 9.F. hereof. The City shall give the Franchisee reasonable prior notice of the date(s) of such special events as well as the number of Roll-Offs that will be required.

C. Disaster Relief Services

Upon request by the City, the Franchisee may provide special collection and disposal services due to damage or destruction resulting from a flood, tornado, hurricane or other similar disaster. For the services provide under this Section 6.C., the Franchisee shall charge the City

- (i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Section 6.C., or
- (ii) a rate mutually agreed upon by the City and the Franchisee.

Nothing contained herein shall be construed as to limit the City's ability to contract with additional vendors to provide the disaster relief services contained in this Section 6.C. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the disaster relief services provided for in this Section 6.C.

SECTION 5. BULKY WASTE, BUNDLES, GREEN WASTE AND WHITE GOODS.

A. Bulky Waste, White Goods and Bundles Collections.

In addition to the Services contained in Section 5 hereof, the Franchisee will collect the following from each Single-Family Residential Units once per month:

- (i) either one (1) Bulky Waste item or one (1) White Goods item and
- (ii) up to four (4) Bundles;

provided, that the Bulky Waste or White Goods Item, Bundles and/or White Good are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, are reasonably contained, and are within the size and weight limitations as defined in Section 1 hereof. The Franchisee

shall only be responsible for collecting, hauling and recycling or disposing of Bulky Waste, White Goods and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Franchisee unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Roll-Off Services for Excluded Waste and Oversized Items.

It is understood and agreed that the service provided under Section 7.A. does not include the collection of Construction and Demolition Waste and other wastes excluded herein. Additionally, the Franchisee's services do not include the collection of Bulky Waste, Bundles, Green Waste, White Goods and any other waste that exceeds the size and weight limitations of collection for that category of waste. However, the Franchisee may negotiate an agreement on an individual basis with any customer regarding the collection of such items utilizing the Franchisee's Roll-Off services (the "Roll-Off Services").

C. Green Waste Collections.

In addition to the Services contained in Section 4 hereof, the Franchisee will collect Green Waste from Single-Family Residential Units once per month, as designated by the Franchisee; provided, that

- (i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day on the Friday immediately preceding the scheduled collection day, and
- (ii) the Green Waste (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) is reasonably contained, and (C) does not exceed three (3) cubic yards in total volume or have any individual item exceeding eight (8) feet in length. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Green Waste from those Single-Family Residential Units that have complied with Sections 1 and 7.C. hereof.

D. City Composting.

In the event the City opts to purchase composting equipment and operate a composting yard within the City, the parties agree to negotiate in good faith any required modifications to be done under this Agreement as a result of such change, including, but not limited to, terms and conditions for the Service Provider to collect the Bundles and Green Waste for composting, as well as any necessary modifications to rates and fees contained herein resulting from this change in service.

SECTION 6. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

SECTION 7. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Franchisee are as follows (which rates and fees do not include any applicable Franchise Fee, Sales Tax, and/ or Administrative Billing Fees):

A. Single-Family Residential Unit Services.

For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Franchisee shall charge:

- (i) **\$20.15** per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus
- (ii) **\$13.00** per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus
- (iii) **\$13.00** per month for each additional Recycling Container utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services.

For the Services provided to Commercial Hand Collect Units under Section 4.C. hereof, the Franchisee shall charge

- (i) **\$33.50** per month for each Commercial Hand Collect Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus
- (ii) **\$23.40** per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit, plus
- (iii) **\$23.40** per month for each additional Recycling Container utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services.

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Franchisee shall charge per month for each Container utilized the following rates:

Container Size	1 Collection a Week	2 Collections a Week	3 Collections a Week	4 Collections a Week	5 Collections a Week	6 Collections a Week
2 Cubic Yards	66.00	\$114.00	\$166.00	\$214.00	\$279.00	\$357.00
3 Cubic Yards	74.00	\$127.00	\$183.00	\$227.00	\$296.00	\$374.00
4 Cubic Yards	83.00	135.00	\$192.00	\$244.00	\$314.00	\$409.00
6 Cubic Yards	\$118.00	\$192.00	\$257.00	\$314.00	\$453.00	\$574.00
8 Cubic Yards	\$144.00	\$240.00	\$318.00	\$400.00	\$557.00	\$735.00

For any collection that the Franchisee is required to make in excess of the above weekly figures, the Franchisee shall charge the following rates, per Container.

Size of Container	Extra Lifts
2 Cubic Yards	\$40.00
3 Cubic Yards	\$44.00
4 Cubic Yards	\$53.00
6 Cubic Yards	\$79.00
8 Cubic Yards	\$105.00

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. Roll-Off Services.

Subject to adjustment by the Franchisee in its sole discretion, for the Services provided under Sections 7.B. and 11 hereto, the Franchisee shall charge for each Roll-Off utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/Ton**	Deposit
20 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00
30 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00
40 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00

The Franchisee will charge each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Franchisee. The Roll-Offs provided pursuant to this Section 7.D. must be located within the City in accordance with City ordinances and policies.

E. Compactor Services.

For Compactor Services provided to Commercial, Industrial and Multi-Family Residential Units hereunder, the Franchisee shall charge for each compactor utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/Ton**	Deposit
28 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
30 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
35 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
40 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
42 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00

The Franchisee will charge each Commercial, Industrial or Multi-Family Residential Unit on an individual basis regarding compactor Services to be provided. The compactor Services will be billed directly to such Commercial, Industrial or Multi-Family Residential Unit and will be collected by the Franchisee. The compactors provided pursuant to this Section 7.E. must be located within the City in accordance with City ordinances and policies.

F. City Roll-Off Services.

For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Franchisee will charge for each Roll-Off utilized the fees listed in Section 7.D. above.

Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the services set forth in this Section 7.F.

G. Bulk Dedicated Services

Franchisee agrees to provide one monthly dedicated bulk service at no cost to the City on the first Monday and Tuesday of each month.

SECTION 8. RATE ADJUSTMENT.

A. **CPI-U Adjustment.** On each anniversary date of this Agreement, the Franchisee shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 7 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 8.A. The amount of the increase or decrease under this Section 8.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. **Operating Cost Adjustment.** In addition to the rate adjustments provided for in Section 8.A., at any time during the term of this Agreement, the Franchisee may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Franchisee shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Franchisee can demonstrate that such rate increase is necessary to offset the Franchisee's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Franchisee may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. **Landfill Cost Adjustment.** The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the

Franchisee at a Landfill(s) chosen by the Franchisee in its sole discretion (the "Initial Landfill(s)"). In the event that the Franchisee is unable to use the Initial Landfill(s) due to reasons out of its control, the Franchisee (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Franchisee at such other Landfill exceed those previously charged to the Franchisee at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Franchisee in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Franchisee if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. **Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. **Fuel Cost Adjustment.** Beginning on July 1, 2020, and on each July 1 of this Agreement thereafter, the Franchisee shall adjust all the rates herein for any Contract Year in which the average price of diesel fuel during the preceding Fuel Year exceeded \$2.96 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – Gulf Coast (PADD 3). The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Fuel Year (each, an "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Fuel Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Yearly Price and the denominator of which is the Base Price. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be an upward adjustment to all rates herein. In the event the Average Yearly Price is less than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall never cause the rates to fall below the Initial Rates. Each Fuel Cost Adjustment shall be effective on each anniversary date of this Agreement for which such Fuel Cost Adjustment was determined. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Cost Adjustment.

Formula:

$$[(\text{Average Yearly Price} - \text{Base Price}) / \text{Base Price}] \times 13.20\% = \text{Fuel Cost Adjustment}$$

As an Example only:

Assumptions:

The Average Yearly Price for the Fuel Year ending on April 30, 2020 was \$3.06. The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year ending on July 31, 2020 was \$20.13 per month.

$(3.06 - 2.96)/2.96 = .034$ (rounded to nearest one thousandth) $\times 13.20\% = 0.45\%$ (rounded to nearest one hundredth of a percent) increase to all the rates contained in Section 7 hereof for the Contract year beginning on July 1, 2020..

$\$20.13 \times 0.45\% = \0.09 increase to the monthly rate for Single-Family Residential Units utilizing one (1) Roll-Out and on (1) Recycling Container.

The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year beginning July 1, 2020 would be \$20.22 for the Fuel Cost Adjustment only.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Franchisee located at any Commercial, Industrial or Residential Unit; provided, however, that the Franchisee and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Franchisee's Roll-Off Services.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2019 and concluding on June 30, 2024. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 11. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Franchisee without the prior written consent of the City; provided, however, that the Franchisee may assign this Agreement to any direct or indirect affiliate or subsidiary of the Franchisee or to any person or entity succeeding to all or substantially all of the Franchisee's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 12. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Franchisee to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Franchisee experiences recurring problems of damage or destruction to or theft of the Containers provided by the Franchisee pursuant to this Agreement, the Franchisee may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Franchisee the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. EQUIPMENT AND PERSONNEL

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

Franchisee shall furnish a sufficient number of packer type trucks, with sufficient operators and workmen for each, to collect and dispose of all Municipal Solid Waste from Residential Units. All equipment shall be in good working order and condition. All equipment shall bear the name of Franchisee and Franchisee's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. Though Franchisee may service two sides of a street simultaneously, trucks may not be operated by "zigzagging" from side to side on the streets within City.

Franchisee personnel on the service trucks must wear uniforms identifiable as Franchisee's employees, except during emergency situations (such as after a storm or other "Act of God" or immediately after a Holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). Franchisee will assure the presence of at least one English speaking employee on each service truck. Franchisee's employees will not take breaks or lunch in City's subdivisions.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a quarterly basis, the Franchisee agrees to bill and collect the rates and fees charged under Section 7.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

B. Billings for Commercial, Industrial and Multi-Family Residential Unit Services. On a monthly basis, the Franchisee agrees to bill and collect the rates and fees charged under Sections 7.B. and 7.C. hereof, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

C. Billings for Non-City Roll-Off and Compactor Services. The Franchisee will bill and collect the rates charged under Sections 7.D. and 7.E. from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off and compactor Containers (the "Roll-Off Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

D. Billings for City Roll-Off Services. The Franchisee will bill and collect the rates charged under Section 7.F. for the Roll-Off services provided to the City. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the Roll-Off services provided to the City.

E. Franchise Fee. On a quarterly basis, the Franchisee shall remit to the City an amount equal to (i) fifteen (15%) of the gross receipts collected from the Residential Billing during the immediately preceding month, plus (ii) fifteen percent (15%) of the gross receipts collected from the Commercial Billing during the immediately preceding month, plus (iii) fifteen percent (15%) of the gross receipts collected from the Roll-Off Billing during the immediately preceding month (clauses (i) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee shall be remitted to the City in arrears on or before the last day of each month, commencing after July 1, 2019.

F. Taxes. In addition to the amounts billed and collected by the Franchisee hereunder, the Franchisee shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

SECTION 15. SPILLAGE.

It is understood and agreed that the Franchisee shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Franchisee's rendering of the Services, or be required to

collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit.

The Franchisee may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Franchisee shall be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials or other waste caused by the Franchisee's rendering of the Services provided herein.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Franchisee. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Franchisee's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Franchisee may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Franchisee will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Waste or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Franchisee, or the Franchisee has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as

supported by notice as described herein, then the Franchisee will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Franchisee fails to make such collection on the same day that a collection order is issued by the City, the Franchisee shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Franchisee for any such original non-collection or late collection so long as the Franchisee makes such collection within such time.

SECTION 17. HOURS OF SERVICE.

For all the Services provided hereunder, the Franchisee's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Franchisee will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Franchisee shall provide such services on the immediately service day.

SECTION 18. CUSTOMER SERVICE.

The Franchisee agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Franchisee and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Franchisee shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Franchisee in order to insure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT.

Vehicles used by the Franchisee for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Franchisee's name in letters and numbers not less than two (2) inches in height. Any Municipal Solid Waste,

Construction and Demolition Waste and Recyclable Materials that is collected and loaded into Franchisee's vehicles that subsequently released from the vehicle (prior to delivery at the Landfill) shall be collected by the Franchisee, at the Franchisee's expense within four (4) hours of receipt of notice from the City. All collection vehicles used by the Franchisee shall be washed and deodorized once per week.

SECTION 21. DUE CARE.

The Franchisee shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Franchisee shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Franchisee, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Franchisee shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. GARBAGE COLLECTION

Franchisee shall notify each occupant of a Single-Family Residential Unit, at least _____ days prior to the commencement of the Services, _____ (describe method(s) of notification) at each Single-Family Residential Unit outlining the collection days, general rules and the address and telephone number of Franchisee. Franchisee shall collect and properly dispose of all Municipal Solid Waste and Recyclable Materials from all Single-Family Residential Units used for residential purposes, twice each week, _____ (days of the week) at the _____ (location) of the Single-Family Residential Units, except as otherwise provided herein or where proper payment has not been received by Franchisee. Except as otherwise provided herein, Franchisee may not alter the days of refuse collection without the written permission of the CITY, which permission shall not be unreasonably withheld. Franchisee may change or alter the times and routes of collection, provided that the CITY is given written notification of the changes.

Putrescible waste material shall have priority collection should the community suffer the consequences of severe weather conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. Structural debris, uprooted trees, roofing material and other storm generated debris are outside the services being bid. Franchisee shall make every effort to work with the CITY to provide additional services if needed.

SECTION 24. EXCLUSIVE FRANCHISE GRANT

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations the exclusive right to the collection, hauling, recycling and disposal of Municipal

Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

However, if the Franchisee cannot perform certain aspects of the service, or there are additional services not contemplated under the Franchise Agreement that the City wishes to obtain, such as disaster debris removal, the City may solicit bids and contact with another entity, provided the City has allowed the Franchisee to submit a bid for said service. In order to maintain the exclusive franchise in favor of the Franchisee contained herein, the City shall take any and all appropriate level action against any company, customer or third party infringing upon the exclusive rights of the Franchisee. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Franchisee's exclusive-franchise rights, the Franchisee may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce the Franchise Agreement.

SECTION 25. OPERATIONS

A. Scope of Operations

It is expressly understood and agreed that the Franchisee will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, and other waste (as provided and may be limited herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Franchisee (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of the Franchise Agreement (the "Services").

B. Nature of Operations

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations, the title to all Municipal Solid Waste, Construction and Demolition Waste, Recyclable Materials and other waste (as provided and as may be limited herein) collected, hauled and recycled or disposed of by the Franchisee over, upon, along and across the City's present and future streets, alleys, bridges and public properties. Notwithstanding any other term contained herein, the Franchisee shall have no obligation to collect any waste which is, or which the Franchisee reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Franchisee inadvertently collects and disposes of such Excluded Waste. If the Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall notify such resident/business/generator and the City that the Franchisee may not lawfully collect such Excluded Waste.

SECTION 26. COLLECTION

A. Negotiated Collections

Any waste not collected above, such as Excluded and Hazardous waste, and any waste exceeding the size limitations or standards of Section 56-46 (City Code), shall be removed through

negotiated collection with the Franchisee or other provider if the Franchisee cannot remove the waste.

SECTION 27. STANDARDS FOR COLLECTION

General Rules - Note, the City Code provides that it is unlawful for any person stockpiling Municipal Solid Waste pending collection to fail to comply with the following standards:

- (1) Containers used to store Municipal Solid Waste shall be equipped with an appropriately sized lid, which shall be securely attached when containing municipal solid waste;
- (2) All Municipal Solid Waste stockpiled for collection shall be placed in a can or receptacle; provided, however, bulky waste may be accepted for regular municipal solid waste collection if bundled and securely tied together forming an easily handled package not exceeding two (2) cubic yards in total volume or have any individual item exceeding 50 pounds in weight.
- (3) Any Bulky Waste that does not meet the requirements set forth herein shall not be collected, hauled, recycled or disposed of by the Franchisee under regular municipal solid waste collection.
- (4) White goods containing refrigerants will not be collected by the Franchisee unless such white goods have been certified in writing by a professional technician to have had all such refrigerants removed. Single-Family Residential Units requiring the collection of Bulky Waste and White Goods may need to notify the Franchisee for pickup, as provided for by the Franchisee's agreement with the city;
- (5) Receptacles, bags, or bundles shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to and not exceeding five feet from paved or traveled city roadways, including alleys. Receptacles, bags, or bundles shall be placed within five feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then receptacles, bags, or bundles shall be placed as close as practicable to an access point for the collection vehicle. The Franchisee shall assist Handicapped Residential Units with house-side collection of the bags, roll-outs and recycling containers; provided, that the Franchisee receives priori written notice from the Handicapped Residential Unit of such special need; and
- (6) Receptacles, or roll-outs, used at commercial or industrial establishments shall not be placed nearer than five feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards. A Commercial Hand Collect Units is required to place municipal solid waste in a roll-out provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee.
- (7) No person shall place for collection and disposal any Construction and Demolition Waste, except by utilizing the Franchisee's Roll-Off services.
- (8) Municipal solid waste in excess of the roll-outs, placed outside or adjacent to the roll-outs, or not meeting other requirements set forth herein, will not be collected by

the Franchisee. If Recyclable materials are collected, any recyclable materials in excess of the recycling containers' limits, placed outside or adjacent to the recycling containers, or not meeting other requirements set forth herein, will not be collected by the Franchisee. Excess or misplaced municipal solid waste and recyclable materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee.

SECTION 27. RECORDKEEPING AND REPORTING

The Franchisee shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of the Agreement and for a period of two (2) years after last or final payment.

A. Records

The Franchisee shall create, maintain, and deliver to the City the following records:

- 1) Documented Solid Waste and Bulky Waste tonnage delivered to Disposal site;
- 2) Document Recyclable Materials delivered to recyclable processing facility;
- 3) Document Bulky Waste delivered to recyclable processing facility;
- 4) Document collection activity from Commercial and Industrial Units by Container size and frequency of pick up;
- 5) Identify unaccepted loads by date collected, route, and facility;
- 6) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
- 7) Such other documents and reports, as the City may reasonably require, to verify compliance with this Agreement;
- 8) Other recordkeeping and reporting requirements as agreed upon by City and Franchisee.

B. Quarterly Meetings with City Manager

Franchisee shall meet, at least quarterly, with the City Manager and/or City staff to discuss any and all issues related to the Services provided for herein.

C. Annual City Council Update

Franchisee shall present to the City Council on an annual basis a presentation to include, but not limited to, current and future service issues, quantities of Solid Waste and Recyclable Materials, and public education.

SECTION 28. RECYCLING EDUCATION

Prior to the commencement of the collection of Recyclable Materials hereunder, Franchisee will provide information to the Residential, Commerical, and Industrial Units about the program, including the specific types of materials to be collected as Recyclable Materials and the collection days. Thereafter, throughout the term of the Agreement, Franchisee will inform the

occupants of the Residential, Commerical, and Industrial Units promptly of any changes in the recycling program consistent with the terms of the Agreement and such changes will not take effect until such notice has been provided in accordance with this Section 23. The foregoing obligation to provide information shall apply only to those Commercial and Industrial Units that request such information or receive collection of Recyclable Materials services from Franchisee pursuant to the terms hereof.

SECTION 29. INSURANCE COVERAGE

Pursuant to this Agreement, the Franchisee shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(5) Automobile Bodily Injury Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(6) Pollution Legal Liability	\$2,000,000 each loss
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

The City shall be named additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 32 may be provided under a plan(s) of self-insurance, including coverage provided by the Franchisee's parent corporation. Upon the City's request, the Franchisee shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 32.

SECTION 30. INDEPENDENT CONTRACTOR

Franchisee shall be deemed to be and is an independent contractor. All persons employed by Franchisee, in performance of the Agreement shall be deemed to be and will be the employees of

Franchisee. The selection, number, compensation and employment of personnel, and all other matters relating to the employment of personnel by Franchisee, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under the Agreement shall be the sole responsibility of Franchisee. Nothing in the Agreement shall be deemed to constitute Franchisee or any of Franchisee's Franchisee employees or agents to be an agent, representative, or employee of the City.

SECTION 31. LEGAL AND COMPLIANCE

A. INDEMNITY.

To the extent covered by applicable insurance, the Franchisee assumes all risks of loss or injury to property or persons caused by its negligence or willful misconduct in the performance of the Services. The Franchisee agrees to indemnify, defend, and hold harmless the City and its agents, directors, employees, officers and servants (together, the "Indemnified Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (together, the "Claims") caused by a willful or negligent act or omission of the Franchisee, its officers and employees. However, the Franchisee shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by: (i) a willful or negligent act or omission of any Indemnified Party; (ii) the breach of any term, condition, covenant, representation, or warranty in this Agreement by the City; or (iii) the violation of any law, rule, regulation, ordinance, or order by any Indemnified Party.

B. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

C. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

D. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond

reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

E. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

F. COMPLIANCE WITH ALL LAWS

Franchisee agrees to conform to and abide by all of the rules, regulations, and ordinances governing the collection, hauling and disposal of refuse, provided that the terms of the Franchise Agreement shall govern except where there exists conflicting ordinances of the City on the subject. In such case the terms of the ordinances of the City shall govern. In the event the City passes any ordinance applicable to the Services after the date of this Agreement, and such ordinance causes a material increase in the cost to Franchisee to perform the Services, Franchisee may immediately pass such additional costs on to the customers in the form of higher rates, as provided in Section 7 hereof, provided, however, that Franchisee shall provide notice of any such increase in rates allowing with reasonable supporting documentation of such increase in the cost of the Services.

Franchisee agrees to conform to and abide by all of the valid rules, regulations, and ordinances of any city or other jurisdiction through which refuse may be hauled or disposed of, governing the collection, hauling and disposal of said refuse.

Franchisee agrees, when refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations, and ordinances of any county governing the collection, hauling, and disposal of said refuse.

Franchisee agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

G. ESCALATION CLAUSE

Other than as set forth elsewhere herein, Franchisee shall hold firm the current rates set forth in the term of the Franchise Agreement.

H. COMPLAINTS AND REPORTS

All complaints may be made directly to Franchisee and shall be given prompt and courteous attention. Franchisee shall log all complaints and shall note the name, address, time of day, and date of telephone complaint either manually or by computer. In the case of alleged missed scheduled collections, Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of such refuse within twenty-four (24) hours after the complaint is received. Franchisee will provide a monthly complaint log to the City, including the address complaining, that nature of the complaint, and the resolution of same.

I. MISCELLANEOUS

- 1) Disposal – Municipal Solid Waste will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved Disposal Site.
- 2) Emergencies – Franchisee agrees to use its reasonable best efforts to assist the City in the event of an emergency situation on such terms and conditions as may be mutually agreed between Franchisee and the City.
- 3) Non-Discrimination – Franchisee agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion, or national origin.
- 4) Notification – Franchisee shall notify all residents about complaint procedures, regulations, and days for scheduled refuse collection.
- 5) Point of Contact – All dealings, contacts, etc., between Franchisee and City shall be directed by City to the Residential Accounts Manager of Franchisee. Franchisee shall advise City of the identity of its Residential Account Manager by supplying the name of said individual to City, in writing, and Franchisee may, from time to time, designate a replacement Residential Accounts Manager in writing during the term of this Agreement.

Representations – Franchisee represents and warrants that it has dedicated and made available, and at all times during the term of the Agreement shall keep available sufficient equipment and personnel to provide the Services in accordance with the terms of this Agreement. Franchisee shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to Chapter 11 filing for bankruptcy, and if any creditors shall force Franchisee into bankruptcy proceedings, Franchisee shall notify City. Franchisee hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver the Agreement, to consummate the transactions contemplated

hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of the Agreement by Franchisee, the consummation of the transactions contemplated hereby, and the performance by Franchisee of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of Franchisee.

SECTION 32. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Manvel
20025 Highway 6
Manvel, TX 77578
Attn: City Manager

with electronic copy to:

KJung@cityofmanvel.com

If to the Franchisee:

John Schafer, District Manager
2010 Wilson Road
Humble, TX 77396
979-864-4600

with electronic copy to:

John.Schafer@wasteconnections.com

Abel Moreno, District Manager
827 W. Highway 6
Alvin, TX 77511
979-864-4600

with electronic copy to:

Abel.Moreno@wasteconnections.com

Copy to:

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 33. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 34. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF MANVEL CITY COUNCIL IN AN OPEN MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE TEXAS OPEN MEETINGS ACT AND ALL OTHER APPLICABLE LAWS THIS 5th DAY OF NOVEMBER , 2018 (FRANCHISE) AND 22nd DAY OF JANUARY, 2019 (CONTRACTED TRASH PICK-UP FREQUENCY).

WASTE CONNECTIONS OF TEXAS, LLC

By: Robert A. Nielsen

Name: ROBERT A. NIELSEN

CITY OF MANVEL, TEXAS

By: Kyle Jung

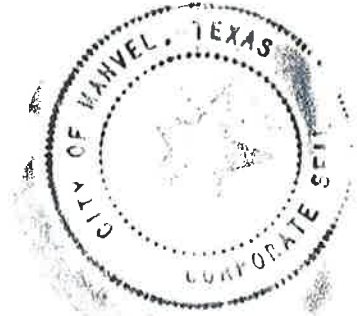
Title: Kyle Jung, City Manager

ATTEST:

By: Tammy Bell

Name: Tammy Bell

Title: City Secretary





CITY OF MANVEL

REQUEST FOR PROPOSAL (RFP)

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES EXCLUSIVE FRANCHISE AGREEMENT

ISSUE DATE: AUGUST 21, 2018

Sealed submittals, plainly marked RFP #FY2018-0820-01 MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT shall be addressed to the City Manager, City Hall, 20025 Highway 6, Manvel, Texas 77578.

The City of Manvel is asking qualified solid waste providers to prepare submittals for the following professional architectural services:

- (1) Municipal Solid Waste;
- (2) Construction and Demolition Waste; and
- (3) Recyclable Materials

This Request for Proposal may be obtained from the Finance Department at City Hall, 20025 Highway 6, Manvel, Texas 77578, by emailing the Finance Director at mhiggins@cityofmanvel.com, or at the City's website found at www.cityofmanvel.com.

CONTINUE BELOW FOR THE COMPLETE REQUEST FOR SUBMITTAL DOCUMENT.

The City of Manvel reserves the right to reject any or all submittals, to waive technical or legal deficiencies and to accept any submittal that it may deem to be in the best interest of the City.

CITY OF MANVEL

REQUEST FOR PROPOSAL (RFP) MUNICIPAL SOLID WASTE AND RECYCLING SERVICES EXCLUSIVE FRANCHISE AGREEMENT

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SECTION 1 ADMINISTRATIVE INFORMATION

A. City Contacts

For all questions, please contact via email:

Name: Michael Higgins

Title: Director of Finance

Email: mhiggins@cityofmanvel.com

B. Agreement Form

The contracting document shall be the City of Manvel's standard agreement form.

C. Schedule of Events

August 21, 2018	Issuance of RFP
August 30, 2018	Written questions on the RFP & Mandatory pre-submittal conference (2pm)
September 14, 2018	Final submittals due (2pm)
September 21, 2018	Notification to selected Respondents
October 15, 2018	Public Hearing & 1 st reading of franchise ordinance
November 5, 2018	2 nd reading of franchise ordinance and award
November 21, 2018	Contract documents completion
December 3, 2018	Provider service implementation begins*
February 1, 2019	Start of agreement

* Resident notifications, letters, billing notices, provider equipment/vehicle, and transitioning.

SECTION 2 PURPOSE

The City of Manvel is interested in contracting for the collection hauling and recycling or disposal of all Municipal Waste, Construction and Demolition Waste, and Recyclable Materials, and other waste (as provided and as many be limited therein).

SECTION 3 PRE-PROPOSAL MEETING

A. Pre-Submittal Conference

A pre-submittal conference shall be held at 2:00pm, August 30, 2018, at City Hall, 20025 Highway 6, Manvel, Texas, to discuss this RFP. Attendance at this conference is mandatory. The purpose of the pre-proposal meeting will be to discuss the RFP and to answer any questions from Proposers related to this RFP.

B. Written Questions

No later than 24 hours prior to the pre-proposal meeting, please email or fax (no phone calls) any written questions with the RFP number to one of the following:

By email to:

mhiggins@cityofmanvel.com

By fax to:

Attn: Michael Higgins, Finance Director
281-489-0634

During the course of this pre-submittal conference, the City will answer questions from attendees. It is the responsibility of each Proposer to examine the entire RFP and seek clarification (inquiries). This RFP may only be modified by written addendum. Proposer(s) shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent or employee of the City shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

The City shall issue, in writing, any clarification, changes and/or other information deemed necessary, as addenda to this RFP. Addenda shall only be issued to providers who have signed the pre-submittal conference attendance log.

If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each known Proposer and posted on the City's website. It is the responsibility of each Proposer to check the website for addendums. Any verbal statements regarding same, by any person, previous to the award, shall not be authoritative and will not be binding. Addenda issued prior to date of receipt of Proposals shall become a part of the Contract, and all proposals shall include the Work described in the addendum.

Respondents should not attempt to contact the City Council or other staff directly during the pre-proposal or post proposal period. The City reserves the right to disqualify any Proposer who contacts an elected City official, City employee or agent concerning this RFP, other than in accordance with the procedures set forth in this RFP. Nothing in this section shall prohibit the City from conducting discussions with Proposers, after the opening of proposals.

SECTION 4 OBJECTIVE

The work to be done by Franchisee consists of the collection hauling and recycling or disposal of all Municipal Waste, Construction and Demolition Waste, and Recyclable Materials, and other waste (as provided and as many be limited therein):

- (a) Generated and accumulated by Commercial, Industrial and Residential units receiving the services of the Franchisee within the jurisdictional boundaries of the CITY, and;
- (b) Placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Franchisee (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units). All within the City's corporate limits, including any territories annexed by the City during the term of this Agreement ("the Services").

All collections and disposal shall be done and performed by Franchisee promptly in a good, thorough, workmanlike, safe, and efficient manner to the satisfaction of the CITY.

The CITY'S service area consists of approximately 2,000-3,000 occupied single family residential units. The number of residential units is expected to significantly increase during the contract period.

SECTION 5 EVALUATION COMMITTEE

The City of Manvel proposes to select a highly-qualified Municipal Solid Waste Provider to provide services described herein. The providers who participate in this RFP process shall be referred to as "Respondents." Respondents and their subcontractors shall be referred to as a "Team."

The City's evaluation committee will review the responses and recommend the best qualified respondent to the City Council of the City of Manvel for selection. Respondents shall be evaluated on the relevant information submitted to the City of Manvel. The City may request that Proposers participate in in-person interviews with the City's proposal review committee.

The City of Manvel may make the final selection based solely upon this evaluation, or may at its discretion, establish a short list of qualified teams and base its selection on interviews and/or other relevant information.

SECTION 6 EVALUATION CRITERIA

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria and their description, and the relative weight assigned to each (100 points maximum).

A. Pricing Schedule Evaluation – 60 points

The City will evaluate price based on the pricing forms completed by the Proposer.

B. Experience and Ability to Perform – 25 points

The City desires to partner with an organization that is committed to providing high quality Solid Waste Services and Recycling Services, including, but not limited to, the following evaluation elements:

- 1) Experience and Performance History
- 2) Method of Approach
- 3) Key Personnel
- 4) Exceptions to the RFP
- 5) References

C. Financial Capacity – 10 points

The City desires to partner with an organization with financial capacity.

D. Quality of Submitted Proposal – 5 points

The City will evaluate the proposals based on the completeness, formatting, content, and presentation of the information as required herein.

SECTION 7 PROPOSAL SUBMISSION

A. Proposal Submission

Oral proposals, or proposals received by telephone, email or FAX shall not be accepted. The Proposer shall submit one (1) original and four (4) copies of the proposal submission, plus one (1) electronically on USB.

B. Other Items

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

The Proposer may also provide supplemental marketing or technical materials with their proposal. Proposals shall include the required information and shall be labeled by chapter as indicated herein.

SECTION 8 LETTER OF INTENT

A Letter of Intent shall be signed in accordance with this RFP and shall include the following:

A. Firm Offer

Letter of Intent shall contain a statement that the proposal is a firm offer for a minimum of one hundred and eighty (180) calendar days from the opening date specified herein.

B. Accuracy

Letter of Intent shall contain a representation as to accuracy and completeness of proposal. Suggested verbiage is "The information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the City, are true, accurate and complete to the Proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole, or in part, mislead the City as to any material facts."

C. Unique Problems

Letter of Intent shall identify any unique problems (if any) perceived by Proposer and their solutions.

D. Designated Individuals

Letter of Intent shall designate the individual(s), along with respective email addresses, who will be responsible for answering technical and contractual questions, with respect to their proposal.

SECTION 9 REQUIRED QUALIFICATIONS

A. Company Information

Each Respondent shall submit documentation or narrative showing that Respondent satisfies the following minimum requirements:

B. Cover Letter

Cover letter containing: (i) company name, contact name, address, phone number and email address; and (ii) acknowledgement of receipt of all addenda, if any.

C. Licensure

Relevant documentation that Respondent is licensed to provide the requested services in the State of Texas.

D. Narrative

Provide a narrative that shows how Respondent has the commitment, adequate manpower/resources, and Respondent has the ability to perform the necessary services adequately.

E. Additional Information

Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

F. Acknowledgment

The Proposer shall provide an acknowledgement that all addenda made to this RFP has been included.

G. Conflict of Interest and Non-Collusion

Effective June 18, 2005, Chapter 176 of the Texas Local Government Code (HB 914) requires an entity Contracting or seeking to Contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at www.ethics.state.tx.us. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Intentional or unintentional concealment a conflict of interest may result in disqualification of any response to a solicitation.

The Proposer shall complete a Non-Collusion Acknowledgement.

H. Proposal Surety

Each Proposal shall be accompanied by a bond or a cashier's check of the Proposer, drawn on a state or national bank, in an amount of Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Proposer that the Proposer will, if called upon to do so, accept and enter into a Contract to perform the Work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proposer have executed the Contract, or, if no Proposer's proposal has been selected within one hundred eighty (180) calendar days after the date of the opening of Proposals, upon demand of the Proposer at any time thereafter, so long as the Proposer has not been notified of the acceptance of the Proposal.

I. Liquidated Damages for Failure to Enter Into the Contract

The Contract shall be deemed as having been awarded upon action of the City Council. The Proposer to whom the Contract is awarded will be required to enter into a Contract, as mutually agreed upon by the parties, and to furnish requested insurance certificates for surety (equal to 100% of the annual Contract sum) and various liabilities, within sixty (60) calendar days of award.

In case of the Proposer's refusal or failure to do so within sixty (60) calendar days after award, the Proposer will be considered to have abandoned all Proposers rights and interests in the award, the Proposer's proposal surety may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proposer or the Work re-advertised for proposals as the City may elect.

J. Security for Faithful Performance

Prior to commencement of the Work, the Franchisee will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond shall be in an amount equal to twelve (12) months of the estimated Contract price.

Premium for the bonds described above shall be paid by the Franchisee. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety with an AAA rating authorized to do business in the State of Texas.

K. Collection Equipment

The Franchisee shall utilize Collection vehicles that meet the requirements set forth in the Contract. No third-party advertisements will be allowed on trucks used for City Collections. All Collection Vehicles shall be equipped with back-up camera and spill kits for oil and hydraulic fluid. Vehicles shall be in good, clean appearance and operating efficiently. Proposer shall provide sufficient number of Collection Vehicles to provide service in compliance with Contract.

Each vehicle shall be clearly marked with the Franchisee's name, telephone number and unit number legible from one-hundred-fifty (150) feet.

L. Safety

The Franchisee shall perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in

compliance with OSHA and other laws, as they apply to its employees. It is the intent of any agreement resulting from this RFP that the safety precautions at the site are a part of the construction technique and processes for which Franchisee shall be solely responsible. Franchisee is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Franchisee shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Franchisee shall provide copies of all Hazardous Materials and waste data sheets to the City marked Attn: Fire Marshall.

M. Franchisee's Understanding and Duty

The Franchisee, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the City Charter and ordinances of the City of Manvel, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Franchisee shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Franchisee will be responsible for conducting criminal background checks and verifying employment eligibility on all employees employed in provided the Work required under this RFP. Franchisee shall not employ any individual, involved with providing services provided for in this RFP, who is a registered sex offender.

N. Method of Approach Summary

Proposer shall provide a thorough description of the overall approach to providing Solid Waste and Recycling Services and describe why this is the best approach for the City. The method of approach is to include the Proposer's safety plan which shall be implemented by the Proposer in providing services to Customers.

O. Description of Personnel

Proposer shall meet the personnel standards as set forth herein and provide the following information:

- 1) Organizational chart for key personnel;
- 2) Key personnel résumés;
- 3) The Proposer shall list name of the individuals that will be responsible for the day-to-day management and maintenance of this Contract. Proposers are required to provide a five (5) year work history of each individual. If any individual has had more than two (2) jobs in the past five (5) years, management will be required to provide a detailed explanation of the lack of stability and tenure, along with providing an explicit explanation of what

the proponent will do if said employee leaves during the duration of the Contract.

- 4) Job descriptions indicating the required qualifications and experience of key personnel;
- 5) Identification of the amount of time each individual will be dedicated to work on any Contract resulting from this RFP;
- 6) Names and phone numbers of municipal references for each key personnel;
- 7) Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient;
- 8) Identification of training programs for personnel, including safety training;
- 9) Description of dress code that is required for personnel;
- 10) At a minimum, key personnel shall include general manager, operations manager, maintenance manager and other personnel that will have regular contact with the City, City personnel and City Customers.

P. Service Yard

Proposer shall identify the location of the Service Yard they propose to use. The Service Yard may be the same location as the local office and is not required to be located within the City.

Q. Disposal Facility and Recycling Facility.

Proposer shall describe the Disposal facility and Recycling facility to be used to provide service to the City. For each facility, Proposer shall provide the following:

- 1) Name of facility;
- 2) Owner(s) of facility;
- 3) Operator of facility;
- 4) Location of facility;
- 5) Level of equipment maintained at the facility;
- 6) Proof that such facility is able and willing to accept material Collected from the City;
- 7) Total remaining capacity of facility for the term of the agreement;
- 8) Required local, state or national permits for the facility;
- 9) Proposer shall provide written documentation that the Disposal Facility and Recyclable Processing Facility will have sufficient capacity to meet the City's needs throughout the term of any Contract resulting from this RFP; and
- 10) For the Recycling facility, Proposer shall identify whether the City may include additional Recyclable Materials, as Program Recyclable Materials, at no additional cost.

R. Transition Plan

Proposer shall (if applicable) describe its proposed strategies to ensure a smooth transition from the Current Provider to the new Franchisee. In the transition plan, Proposer shall describe the following:

- 1) Individual or group of individuals that will oversee the transition;
- 2) Proposed approach, including equipment, personnel, and schedule, for delivering containers to Customers. Proposer shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers used by the current provider. Proposer will describe the procedure for Collection in the event that Customers set out materials in both the existing containers and the new containers, (if applicable) for Collections during the transition period;
- 3) Overall schedule for the transition, including the timeline in which the proposed schedule will be implemented;
- 4) Proposed strategies for Customer service and public education regarding the potential transition of Franchisees.

S. Customer Service

Proposers shall provide the following Customer service information within their proposals:

- 1) Location of Customer service office;
- 2) Hours of operation;
- 3) Description of Customer complaint resolution procedures; and
- 4) Description of how the Proposer plans to meet or exceed the Customer complaint resolution procedures.

T. Public Education

Proposer shall provide the following public education information within their proposals:

- 1) Description of overall public education program to be provided by Proposer to Customers;
- 2) Strategies to ensure proper setout of materials for Collection;
- 3) Description of Proposer's personnel that have expertise in public education who will be available to provide technical support for public education efforts;
- 4) Sample public education materials that have been developed by the Proposer for use in other municipalities for similar programs or service transition.

U. Vehicles/Equipment

All Proposers shall submit the following information:

- 1) Description of Collection Vehicles.
- 2) Proposer shall describe Collection vehicles proposed for Solid Waste, Recycling, and Bulky Waste including all front-line and back-up vehicles. Description shall include the following:
- 3) Make, model, age, and description of each proposed vehicle by type of Solid Waste Services and Recycling Services;
- 4) Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
- 5) Photos of each type of vehicle;
- 6) Number of front-line and back-up Collection vehicles by type of Solid Waste, Recycling, and Bulky Waste Services;
- 7) Description of maintenance program (inclusive of preventative maintenance, cleaning and repairs) and vehicle replacement schedule; and
- 8) Timeline for acquisition of vehicles.

V. Description of Carts and Dumpsters

Proposers shall offer, at a minimum, front-load containers of the following sizes: two (2) cubic yard, four (4) cubic yard, six (6) cubic yard, eight (8) cubic yard, and ten (10) cubic yard. Proposers may offer additional Commercial front-load container sizes. Proposer shall describe Carts/Dumpsters that will be used to Collect Solid Waste and Recyclables.

The description shall include the following:

- 1) Manufacturer, make, color, and logos on the Carts/Dumpsters;
- 2) Capacity of the Carts/Dumpsters;
- 3) Photos of each type of Carts/Dumpsters;
- 4) Timeline for acquisition of Carts/Dumpsters;
- 5) Description of purchase/financing for Carts/Dumpsters;
- 6) Descriptions of program to store, repair, and switch-out Carts/Dumpsters for Customers.
- 7) Description of program to maintain Carts/Dumpsters, including frequency of cleaning and any fees associated with excessive container maintenance.

W. Experience and Performance History

Proposer shall disclose the amount of time that Proposer has been performing service under its current business name.

Proposer shall have provided services for both Residential and Commercial Collections of Solid Waste Services and Residential Single Stream Recycling

Services. Proposer will provide evidence that the Proposer has been in existence for at least five (5) years and possesses not less than five (5) years actual operating experience in Solid Waste Services and Recycling Services.

Proposer shall provide documentation of experience in providing Solid Waste Services and Recycling Services for a minimum of three (3) municipalities in the Greater Houston area. Proposers shall submit the following information regarding each community:

- 1) Description of services;
- 2) Estimated number of Customers serviced;
- 3) Name of the contact person, phone number, and e-mail address;
- 4) Quantity of material Collected and Disposed;
- 5) Quantity of material Collected and Recycled; and
- 6) Dates of service.

X. Proposer Disclosure of Contract Expiration

Proposer shall disclose any contract in the past five (5) years that ended prior to the contract expiration date due to any of the following reasons:

- 1) Assignment of the agreement to another vendor;
- 2) Termination of the agreement;
- 3) Mutual agreement with the customer to discontinue service; and/or
- 4) Other reasons.

Y. Proposer disclosure of litigation

Proposer shall disclose any civil litigation or criminal complaints asserted against the Proposer or any of its principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners.

Z. Exceptions to RFP

Proposers who wish to propose modifications to the RFP, including the standard terms and conditions, shall clearly identify the proposed deviation and any proposed substitute language. The provisions of the RFP, including the standard terms and conditions, cannot be modified without the express written approval of the City.

AA. Financial Capacity

Proposers shall submit sufficient information to demonstrate the Proposer's financial capacity to handle a Contract for the services for which the Proposer is submitting a proposal. Examples of documentation that may fulfill this

requirement include, but are not limited to, audited financial statements. Proposers shall also disclose whether they have ever filed for bankruptcy.

BB. Pricing

The Proposer shall complete an accurate count or tally of all prices including of all pricing requested under this RFP. All pricing submitted shall exclude franchise fees and/or administrative billing fees.

CC. Organizational Information

Proposers may supply additional information that will assist the City in understanding the Proposer's organization.

DD. Proposal Withdrawal

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the City Manager, in writing, of its intentions.

If a change in the proposal is requested, the modification shall be so worded by the Proposer as to not reveal the original amount of the proposal.

Modified and withdrawn proposals may be resubmitted to the City Manager up to the time and date set for the receipt of proposals.

EE. Late Proposals

All proposals received on time, shall be accepted. All late proposals shall be returned, upon request from the Proposer, unopened.

FF. Signatures

All required signatures shall be manual, in ink, by an Authorized Representative of the Proposer who has legal authority to bind the Proposer in contractual obligations.

GG. Typed or Ink Corrections

Proposals shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by an Authorized Representative of the Proposer.

HH. Proposer Representations and Responsibilities

By submitting a proposal in response to this RFP, the Proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any

manner may affect the cost, progress, or performance of the Contract Work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Failure to make such examination shall be at the Proposer's own risk. The City assumes no responsibility for Proposer's failure to examine all documents that make up this RFP.

Proposers shall examine the City including the streets, alleys, overhead trees, wires and such other physical conditions and requirements to be encountered in the Work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the Proposer's sole risk.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any Proposer from any obligations with respect to its proposal or to the Contract.

II. Award of Contract

The award of the Contract shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth herein. All proposals shall be valid for a minimum of one hundred eighty (180) days from the Proposal due date.

All proposals submitted in accordance with the requirements of this RFP shall be considered offers to Contract based on the terms contained in the proposals, this RFP, and at the price offered by the successful Proposer. When the City awards a Contract to the successful Proposer, it will constitute an acceptance of that offer and a Contract between the City and the successful Proposer shall be negotiated to include the terms of this RFP.

JJ. Reservations

The City expressly reserves the right to the following:

- 1) Waive any defect, irregularity or informality in any proposal;
- 2) Reject or cancel any or all proposals;
- 3) Receive proposals from one or more Proposers; and/or;
- 4) Procure services by other means.

In considering the proposal(s), the City reserves the right to select the Proposer who will offer contractual terms and conditions most favorable to the City.

Requirements stated in the RFP shall become part of any Contract with the successful Proposer resulting from this RFP, and any deviations from these requirements shall be specifically defined by the Proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The City, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective Proposers, as needed.

KK. Other Conditions

Venue: Any Contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Manvel, Texas, and venue for any action related to this Contract will be Brazoria County, Texas.

Warranties and Service: The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this RFP or any Contract awarded from this RFP except as expressly authorized, in writing by the City, granting the waiver.

Assignment: The Work, or any part thereof, to be provided under this RFP, shall not be assignable by the Franchisee, without the express written permission of the City.

SECTION 10 ADDITIONAL SELECTION CRITERIA

A. Relevant Provider Experience

- 1) Respondent's professional qualifications necessary for all segments of the requirements as it relates to the requested services.
- 2) List and briefly describe 3-5 comparable cities, include your years and discuss contract amendment history, if applicable. For each project, include: contract value, project owner, project location, contract name and title, address, current/accurate telephone number, and email address (if available).
- 3) Respondent's current workload and capacity to proceed without delay if selected for this work, and to satisfactorily perform the required services.
- 4) Proposed timeline for completion of the design, as well as timeline for construction (project management).

B. External Communication

- 1) A minimum of three referrals and references from other agencies and owners. If possible, references should be from projects listed above.
- 2) List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project [within past 10 years].

SECTION 11 COLLECTION OF SOLID WASTE MUST BE DONE BY FRANCHISEES

A. Authorization

No one shall pick up any garbage, rubbish or refuse within the city limits, unless they are franchised by the city or operating under the franchise agreement that the city has in effect.

B. Jurisdiction

Any person, association, firm or corporation violating any of the provisions of this section may be enjoined by a suit filed by the city in a court of competent jurisdiction and this remedy shall be in addition to other penalty provisions or remedies.

SECTION 12 ENGAGING SOLID WASTE SERVICES

A. Engaging

It shall be unlawful for any person to engage or contract with an entity in the business of collecting any municipal solid waste and any construction-demolition waste generated within the corporate limits of the city, unless such entity is operating under a franchise agreement with the city, as required by section 56-1(a) of the City Code.

B. Intent

It is the intent of the city to grant to a sole franchisee the exclusive right to all collection, hauling and disposal of municipal solid waste and construction-demolition waste within the city. However, if the franchisee cannot perform certain aspects of the service, or there are additional services that the city wishes to obtain, such as recycling or disaster debris removal, the city may solicit bids and contract with another entity, provided the city has allowed the current sole franchisee to submit a bid for said service.

C. Other

Nothing herein shall prevent the city from choosing to provide these services itself.

SECTION 13 FRANCHISE DURATION

The terms and conditions of any franchise entered into between the city and any person for the collection of municipal solid waste generated within the corporate limits of the city shall be as determined and agreed to by city council and such person, but the term of any such franchise shall not exceed a period of five years in duration. If there is any conflict between the terms of this ordinance and the terms of any franchise agreement entered into by the city, this ordinance shall control.

SECTION 14 DEFINITIONS

Bags – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulky waste - stoves, refrigerators, water tanks, washing machines, other white goods, furniture, large volumes of containerized waste, and similar items.

Bundles – Any items including trees, shrub and brush trimmings, or newspapers and magazines neatly stacked, forming an easily handled package not exceeding forty-eight (48”) inches in length or fifty (50) pounds in weight and which are securely fastened together.

Business Day – Any day this is not a Saturday, Sunday, or other day in which banks are required or authorized by law to be closed in the City.

City – City of Manvel, Texas.

Collection – The act of removing garbage, trash and recycling from the storage point at the source.

Commercial Hand Collect Unit – A small Commercial Unit that requires no more than four (4) Roll-Outs for the collection if it's Municipal Solid Waste each week.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates municipal solid waste, construction-demolition waste or recyclable materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction-demolition waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber

and wood products. Construction and demolition waste does not include hazardous waste, municipal solid waste or bulky waste.

Container - any receptacle, including, but not limited to, dumpsters, roll-offs and roll-outs, provided to the City by the Franchisee and utilized for collecting municipal solid waste, construction-demolition waste or recyclable materials.

Contract Documents – Notice to Bidders, Request for Bids, Instructions to Bidders, General Specifications, Bid Cost Form, Franchisee’s Bid, Contract for Services and any addendum or changes to the foregoing documents agreed to by the CITY and the Franchisee.

Contract Year – Any one year period of time from February 1 to January 31 during the term of this Agreement.

Dead Animals – Animals or portions hereof less than ten (10 lbs.) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers that are licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals that receives for processing or final disposal of refuse and dead animals.

Excluded waste - wastewater treatment plant sludge, and any materials or substances that may not lawfully be disposed of at a Type I or Type IV landfill permitted by the TCEQ, including, but not limited to, petroleum and petroleum products, natural gas and natural gas products, asbestos, lead and polychlorinated biphenyls, and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste substance or material, as defined by applicable federal state or local laws or regulations.

Franchisee (Contractor) – The person, corporation, or partnership performing garbage, trash and recycling collection and disposal under contract with the CITY.

Fuel Year – Any one year period of time from November 1 to January 31 during the term of this Agreement.

Garbage - Any and all dead animals, except those slaughtered for human consumption; all normal and usual household and institutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-

putrescible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers, and other items.

Green Waste - biodegradable waste that is composed of garden, yard or park waste, such as grass, leaves, flower trimmings, brush, tree trimmings and other clean woody vegetative material that results from landscaping maintenance and other land clearing operations.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place municipal solid waste or recyclable materials at the curbside, and that generates and accumulates municipal solid waste and recyclable materials. The identities of the members of a Handicapped Residential Unit shall be certified by the city manager and agreed to by the Franchisee.

Hazardous waste - all waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Independence Day (July 4th)
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Christmas Day (December 25th)
- (6) Any other day agreed to as a holiday by the City in the franchise agreement.

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste or recyclable materials during , or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Residential Refuse – Garbage, rubbish, bulky waste, yard waste and all other items that may be deposited in a sanitary landfill as generated by an occupant of a residential unit, excluding hazardous waste, but including household move-in cartons when collapsed and tied.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste - Garbage and Rubbish, but shall not in any event include any construction and demolition waste, green waste, excluded waste or hazardous waste:

- (a) Garbage - all normal and usual household and institutional solid waste products that are placed in containers for collection purposes and are usually a mixture of putrescible, non-putrescible, and noncombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other similar items.
- (b) Rubbish - all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

Municipal Solid Waste Collector - the entity to whom the city has granted a franchise to pursuant to section 56-1 (City Code) hereof, for the collection of municipal solid waste and construction and demolition waste generated within the city.

Recyclable Materials:

- a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and

- d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5, and #7.

Recycling Container – a container with ninety-five (95) gallons of capacity and provided by the Franchisee for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - as defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Trees – Any part of a tree, not just limbs, that have been cut and bundled appropriately.

White Good - Any item not measuring in excess of either two (2) cubic yards in size or one-hundred (100) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste – Tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than one (1”) inch in diameter, brush or clippings.

SECTION 15 SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS

A. Single-Family Residential Units

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units _____ one (or two) Municipal Solid

Waste collection(s) and one Recyclable Materials collection each week); provided, that:

- 1) such Municipal Solid Waste is placed in Roll-Outs and up to an aggregate of six (6) additional Bags placed beside the Roll-Out(s),
- 2) such Recyclable Materials are placed in Recycling Containers, and
- 3) such Bags, Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of:

- 1) Municipal Solid Waste placed inside the Roll-Outs and a maximum of six (6) additional Bags placed beside the Roll-Out, and
- 2) Recyclable Materials placed inside the Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' or the six (6) Bags' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services as provided for in Section 20A hereto.

B. Handicapped Residential Units.

Notwithstanding anything to the contrary contained herein, the Franchisee agrees to assist Handicapped Residential Units with house-side collection of their Bags, Roll-Outs and Recycling Containers; provided, that the Franchisee receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any

other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

C. Commercial Hand Collect Units

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial Hand Collect Units twice per week (one Municipal Solid Waste collection and one Recyclable Materials collection each week); provided, that

- 1) such Municipal Solid Waste is placed in Roll-Outs provided by the Franchisee,
- 2) such Recyclable Materials are placed in Recycling Containers provided by the Franchisee, and
- 3) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day.

The Franchisee shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside the Roll-Outs and Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. If the excess or misplaced Municipal Solid Waste or Recyclable Materials continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out and/or Recycling Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services as provided for in Section 20B hereto.

D. Added Roll-Outs and Recycling Containers

Franchisee shall provide all Single-Family Residential and Commercial Hand Collect Units with one (1) Roll-Out and one (1) Recycling Container at no cost. A Single-Family Residential or Commercial Hand Collect Unit who wishes to exchange its Recycling Container for a second Roll-Out may do so, subject to availability.

SECTION 16 COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units as needed each week, as provided for in Section 20C hereof. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Franchisee.

However, the Franchisee shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 20C hereof. The parties acknowledge and agree that the Franchisee shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 17 SPECIAL COLLECTIONS AND SERVICES

A. Municipal Locations

The Franchisee will provide, at no cost to the City, up to an aggregate number of ten (10) Containers (each up to eight (8) cubic yards in size) to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City up to five times per week, as needed.

B. City Roll-Offs

The Franchisee will provide, at no cost to the City, up to an aggregate of fifty (50) Roll-Offs to collect Municipal Solid Waste at various City special events each Contract Year, with an aggregate of fifty (50) free hauls of such Roll-Offs each Contract Year. Any hauls in excess of fifty (50) during any Contract Year shall be charged to the City at the rates set forth in Section 20F hereof. The City shall give the Franchisee reasonable prior notice of the date(s) of such special events as well as the number of Roll-Offs that will be required.

C. Disaster Relief Services.

Upon request by the City, the Franchisee may provide special collection and disposal services due to damage or destruction resulting from a flood,

tornado, hurricane or other similar disaster. For the services provide under this Section 17C, the Franchisee shall charge the City

- 1) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Section 17C, or,
- 2) a rate mutually agreed upon by the City and the Franchisee.

Nothing contained herein shall be construed as to limit the City's ability to contract with additional vendors to provide the disaster relief services contained in this Section 17C. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the disaster relief services provided for in this Section 17C.

SECTION 18 BULKY WASTE, BUNDLES, GREEN WASTE AND WHITE GOODS

A. Bulky Waste, White Goods and Bundles Collections.

In addition to the Services contained in Section 15 hereof, the Franchisee will collect the following:

- 1) either one (1) Bulky Waste item or one (1) White Goods items, and
- 2) up to four (4) Bundles from Single-Family Residential Units once per week;

provided, that the Bulky Waste or White Goods Item, Bundles and/or White Good are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, are reasonably contained, and are within the size and weight limitations as defined in Section 17 hereof. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Bulky Waste, White Goods and Bundles from those Single-Family Residential Units that have complied with Sections 17 and 21A hereof. White Goods containing refrigerants will not be collected by the Franchisee unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections

It is understood and agreed that the service provided under Section 18A does not include the collection of Construction and Demolition Waste and other wastes excluded herein. Additionally, the Franchisee's services do not include the collection of Bulky Waste, Bundles, Green Waste, White Goods and any other waste that exceeds the size and weight limitations of collection for that category of waste. However, the Franchisee may negotiate an

agreement on an individual basis with any customer regarding the collection of such items.

C. Green Waste Collections

In addition to the Services contained in Section 15 hereof, the Franchisee will collect Green Waste from Single-Family Residential Units once per month, as designated by the Franchisee; provided, that:

- 1) the Single-Family Residential Units requiring such collections notify the Franchisee no later than the end of the Business Day on the Friday immediately preceding the scheduled collection day, and
- 2) the Green Waste (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) is reasonably contained, and (C) does not exceed three (3) cubic yards in total volume or have any individual item exceeding eight (8) feet in length.

The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Green Waste from those Single-Family Residential Units that have complied with Sections 14 and 18C hereof.

D. City Composting

In the event the City opts to purchase composting equipment and operate a composting yard within the City, the parties agree to negotiate in good faith any required modifications to be done under this Agreement as a result of such change, including, but not limited to, terms and conditions for the Franchisee to collect the Bundles and Green Waste for composting, as well as any necessary modifications to rates and fees contained herein resulting from this change in service.

SECTION 19 TITLE TO EQUIPMENT

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

SECTION 20 RATES AND FEES

Subject to adjustment, as provided in Section 21 hereof, the rates and fees to be charged and received by the Franchisee are as follows:

A. Single-Family Residential Unit Services.

For the Services provided to Single-Family Residential Units under Section 15A hereof, the Franchisee shall charge

- 1) \$_____ per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus
- 2) \$_____ per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus
- 3) \$_____ per month for each additional Recycling Container utilized by such Single-Family Residential Unit.

These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services.

For the Services provided to Commercial Hand Collect Units under Section 15C hereof, the Franchisee shall charge

- 1) \$_____ per month for each Commercial Hand Collect Unit utilizing one (1) Roll-Out and one (1) Recycling Container plus
- 2) \$_____ per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit, plus
- 3) \$_____ per month for each additional Recycling Container utilized by such Commercial Hand Collect Unit.

These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services.

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 16 hereof, the Franchisee shall charge per month for each Container utilized the following rates:

Container Size	1 Collection a Week	2 Collections a Week	3 Collections a Week	4 Collections a Week	5 Collections a Week	6 Collections a Week
2 Cubic Yards	\$	\$	\$	\$	\$	\$
3 Cubic Yards	\$	\$	\$	\$	\$	\$
4 Cubic Yards	\$	\$	\$	\$	\$	\$
6 Cubic Yards	\$	\$	\$	\$	\$	\$
8 Cubic Yards	\$	\$	\$	\$	\$	\$
10 Cubic Yards	\$	\$	\$	\$	\$	\$

For any collection that the Franchisee is required to make in excess of the above weekly figures, the Franchisee shall charge the following rates, per Container:

D. Roll-Off Services.

Subject to adjustment by the Franchisee in its sole discretion, for the Services provided under Section 18B and 22 hereto, the Franchisee shall charge for each Roll-Off utilizing the following fees:

Delivery Fee	\$_____
Rental Fee	\$_____ per day
Haul fee	\$_____ per haul
Disposal Fee	\$_____ per ton

The Franchisee will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off services to be provided. The Roll-Off services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Franchisee. The Roll-Offs provided pursuant to this Section 20D must be located within the City in accordance with City ordinances and policies.

E. Compactor Services

For compactor services provided to Commercial, Industrial and Multi-Family Residential Units hereunder, the Franchisee shall charge for each compactor utilized the following fees:

Delivery Fee	\$_____
Rental Fee	Negotiated between Franchisee and customer
Haul Fee	\$_____ per haul
Disposal Fee	\$_____ per ton

The Franchisee will negotiate agreements with each Commercial, Industrial or Multi-Family Residential Unit on an individual basis regarding compactor services to be provided. The compactor services will be billed directly to such Commercial, Industrial or Multi-Family Residential Unit and will be collected by the Franchisee. The compactors provided pursuant to this section 20E must be located within the City in accordance with City ordinances and policies.

F. City Roll-Off Services

For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 17B hereof, the Franchisee will charge for each Roll-Off utilized the following fees:

Haul Fee \$_____ per haul
Disposal Fee \$_____ per ton

Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the services set forth in this Section 20F. Franchisee agrees the rates and fees charged within the City of Manvel shall not be higher than the rates charged by Franchisee to any customers in the extra-territorial jurisdiction of the City Manvel.

G. Bulk Dedicated Services

Franchisee agrees to provide one monthly dedicated bulk service at no cost to the City on the _____ of each month (i.e. first Friday of each month) or on the _____ day of each month (i.e. 15th day of each month).

SECTION 21 RATE ADJUSTMENT

A. CPI-U Adjustment

On each anniversary date of this Agreement, the Franchisee shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 20 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 21A. The amount of the increase or decrease under this Section 21A shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment

In addition to the rate adjustments provided for in Section 21A, at any time during the term of this Agreement, the Franchisee may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Franchisee shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Franchisee can demonstrate that such rate

increase is necessary to offset the Franchisee's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Franchisee may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment

The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Franchisee at a Landfill(s) chosen by the Franchisee in its sole discretion (the "Initial Landfill(s)"). In the event that the Franchisee is unable to use the Initial Landfill(s) due to reasons out of its control, the Franchisee (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Franchisee at such other Landfill exceed those previously charged to the Franchisee at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Franchisee in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Franchisee if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. Governmental Fees.

The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Cost Adjustment

Beginning on February 1, 2019, and on each February 1 of this Agreement thereafter, the Franchisee shall adjust all the rates herein for any Contract Year in which the average price of diesel fuel during the preceding Fuel Year exceeded \$_____ per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information:

<http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Fuel Year (each, an “Average Yearly Price”) shall be the average of the weekly fuel prices published for each week during such Fuel Year.

The adjusted fuel cost adjustment for any Contract Year (each, a “Current Fuel Cost Adjustment”) shall be the product of (i) _____% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Yearly Price and the denominator of which is the Base Price. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be an upward adjustment to all rates herein. In the event the Average Yearly Price is less than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall never cause the rates to fall below the Initial Rates. Each Fuel Cost Adjustment shall be effective during the Contract Year immediately following the Fuel Year for which such Fuel Cost Adjustment was determined. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Cost Adjustment.

Formula:

(Average Yearly Price – Base Price/Base Price) x (Current Fuel Cost Adjustment %) = Adjusted Fuel Cost Adjustment (per Section 21E).

Example:

Sample:

The Average Yearly Price for the Fuel Year ending on October 31, 2018 was \$4.00. The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year ending on January 31, 2018 was \$18.00 per month.

(4.00 – 3.85/3.85 = .039 (rounded to nearest one thousandth) x 14.00% = .55% (rounded to nearest one hundredth of a percent) increase to all the rates contained in Section 20 hereof for the Contract year beginning on February 1, 2019.

\$18.00 x 0.55% = \$0.10 increase to the monthly rate for Single-Family Residential Units utilizing one (1) Roll-Out and on (1) Recycling Container.

The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year beginning December 1, 2014 would be \$18.10.

SECTION 22 EXCLUSIONS

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Franchisee located at any Commercial, Industrial or Residential Unit; provided, however, that the Franchisee and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Franchisee's Roll-Off Services.

SECTION 23 TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on February 1, 2019 and concluding on January 31, 2024. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 24 ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Franchisee without the prior written consent of the City; provided, however, that the Franchisee may assign this Agreement to any direct or indirect affiliate or subsidiary of the Franchisee or to any person or entity succeeding to all or substantially all of the Franchisee's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 25 ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Franchisee to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Franchisee experiences recurring problems of damage or destruction to or theft of the Containers provided by the Franchisee pursuant to this Agreement, the Franchisee may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or

Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Franchisee the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 26 EQUIPMENT AND PERSONNEL

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

Franchisee shall furnish a sufficient number of packer type trucks, with sufficient operators and workmen for each, to collect and dispose of all refuse from residential units. All equipment shall be in good working order and condition. All equipment shall bear the name of Franchisee and Franchisee's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. Though Franchisee may service two sides of a street simultaneously, trucks may not be operated by "zigzagging" from side to side on the streets within CITY.

Franchisee personnel on the service trucks must wear uniforms identifiable as Franchisee's employees, except during emergency situations (such as after a storm or other "Act of God" or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). Franchisee will assure the presence of at least one English speaking employee on each service truck. Franchisee's employees will not take breaks or lunch in CITY'S subdivisions.

SECTION 27 HOURS OF SERVICE

For all the Services provided hereunder, the Franchisee's hours of service shall be between 7:00 a.m. to _____ p.m., _____ through _____. The Franchisee will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Franchisee shall provide such services on the immediately following business day.

SECTION 28 CUSTOMER SERVICE

The Franchisee agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid

Waste and Construction and Demolition Waste and Recyclable Materials. The Franchisee and the City agree to cooperate with each other in the response to any inquiries and the resolution of any such complaints.

SECTION 29 COMPLIANCE WITH APPLICABLE LAWS

The Franchisee shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Franchisee in order to insure compliance with this Section 29.

SECTION 30 VEHICLES AND EQUIPMENT

Vehicles used by the Franchisee for the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Franchisee's name in letters and numbers not less than two (2) inches in height. Any Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials that is collected and loaded into the Franchisee's vehicles that is subsequently released from the vehicle) prior to delivery at the Landfill) shall be collected by the Franchisee, at the Franchisee's expense within four (4) hours of receipt of notice from the City. All collection vehicles used by the Franchisee shall be washed and deodorized once per week.

SECTION 31 DUE CARE

The Franchisee shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 32 PERSONNEL AND PERFORMANCE STANDARDS.

The Franchisee shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Franchisee, its agents, servants and

employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Franchisee shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 33 GARBAGE COLLECTION

Franchisee shall notify each resident, at least _____ days prior to the commencement of service, _____ (describe method(s) of notification) at each residence outlining the collection days, general rules and the address and telephone number of Franchisee. Franchisee shall collect and properly dispose of all residential refuse from all single family residential units used for residential purposes, _____ (i.e. once or twice) each week, _____ (days of the week) at the _____ (location) of the residential unit, except when a holiday occurs on either service day, in which event the pick-up scheduled for that day will be until the next regularly scheduled collection day, and except for emergencies resulting from "Acts of God" or where proper payment has not been received. Franchisee may not alter the days of refuse collection without the written permission of the CITY. Franchisee may change or alter the times and routes of collection, provided that the CITY is given written notification of the changes.

Franchisee will make no collections before _____ or after _____ unless approval has been received from CITY. In addition, collection must start no later than 7:00 a.m., unless approval has been received from the CITY.

Franchisee shall provide gratuitous trash service on each service day to all CITY facilities, via the utilization of ninety-five (95) gallon wheeled carts.

Should Franchisee be unable to collect the trash at any CITY residential address, Franchisee shall leave a tag at the address, indicating the reason for non-collection.

All yard waste, bulky waste and bundles shall be placed within five (5') feet of the roadway, as practicable without interfering with or endangering the movement of vehicles or pedestrians, and shall be collected on the same day as other normal household waste. If construction work is being performed in the right-of-way, containers, bags, bundles or items of bulky waste shall be placed as close as practicable to an access point for the collection vehicle. Franchisee may decline to collect any container not placed in the proper location or yard waste not in an approved container or bundle.

Putrescible waste material shall have priority collection should the community suffer the consequences of severe weather conditions. Normal collection of non-putrescible waste

will commence once the initial health threat has been addressed. Structural debris, uprooted trees, roofing material and other storm generated debris are outside the services being bid. Franchisee shall make every effort to work with the CITY to provide additional services if needed.

It shall be the responsibility of the residents to place refuse at the proper location at or before 7:00 a.m. on a regularly scheduled collection day.

It shall be the responsibility of the residents to place all non-containerized tree trimmings, bundles and bulky waste at the curbside.

Bulky waste shall be collected on the second regularly scheduled collection day each week unless these items involve a special schedule collection.

Items **excluded** from the waste collection services shall include the following:

- A. All waste, except as otherwise provided, that is not placed at the curbside.
- B. Concrete, dirt, bricks, batteries, cross ties, rocks, tires and logs and stumps over six (6") inches in diameter.
- C. Franchisee /Construction debris and scrap building materials (such materials shall be removed by people performing work). If minor repair work is completed by residents themselves, small amounts of materials will be collected if they meet general guidelines regarding lengths, weights, etc. Such amounts must not exceed ten (10) bags or five (5) containers.
- D. Demolition waste from vacant or improved properties prior to occupancy.
- E. Sizable amounts of trees, brush or debris cleared from properties, including but not limited to clearing in preparation for construction.
- F. Household hazardous waste including but not limited to pool chlorine and other chemicals, fertilizer, pesticides, paint, oil or other petroleum products, and medical sharps or waste. Refrigerator items, air conditioning units, or any items containing Freon must have CFC's recovered and be tagged by a certified specialist prior to disposal.
- G. Franchisee waste.

Special Pickups may be arranged by the Franchisee in instances where residents have items in quantities or types not covered by the contract and specifications. Such special pickups shall not involve the CITY or this contract. All arrangements shall be made between the Franchisee and the owners or residents.

SECTION 34 EXCLUSIVE FRANCHISE GRANT

The City hereby grants to the Franchisee, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties. However, if the Franchisee cannot perform certain aspects of the service, or there are additional services not contemplated under this Agreement that the City wishes to obtain, such as disaster debris removal, the City may solicit bids and contact with another entity, provided the City has allowed the Franchisee to submit a bid for said service. In order to maintain the exclusive franchise in favor of the Franchisee contained herein, the City shall take any and all appropriate level action against any company, customer or third party infringing upon the exclusive rights of the Franchisee. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Franchisee's exclusive-franchise rights, the Franchisee may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce this Agreement.

SECTION 35 OPERATIONS

A. Scope of Operations

It is expressly understood and agreed that the Franchisee will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, and other waste (as provided and may be limited herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Franchisee (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations

The City hereby grants to the Franchisee, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste, Recyclable Materials, and other waste (as provided and may be limited herein), the title to all Municipal Solid Waste, Construction and Demolition Waste, Recyclable Materials and other waste collected, hauled and recycled or disposed of by the Franchisee over, upon, along and across the City's present and future streets, alleys, bridges and public

properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 36 COLLECTION

A. Provisions

The city shall make provisions for uniform and orderly collection and removal of municipal solid waste and other types of waste generated within the corporate limits of the city. Each commercial establishment and each residence within the city shall be billed for such services at the rates established from time to time by city council and such bills shall be due and payable upon receipt. It shall be unlawful for any person to utilize the services of any municipal solid waste or construction and demolition waste collection service other than the collection services provided by the city itself or through its contractor. It shall be unlawful for any person to refuse or fail to pay the charges for collection services provided by the city or through its franchisee.

B. Frequency

Collection of the following types of waste shall be provided for in the franchise agreement with the city's franchisee:

- (1) Municipal solid waste - at least weekly;
- (2) Bulky waste/white goods – at least once a month;
- (3) Construction-demolition waste – as may be negotiated and provided for in franchise or other agreement;
- (4) Recyclable materials – as may be negotiated and provided for in franchise or other agreement; and
- (5) Green Waste– as may be negotiated and provided for in franchise or other agreement.

C. Negotiated Collections

Any waste not collected above, such as excluded and hazardous waste, and any waste exceeding the size limitations or standards of section 56-46 (City Code), shall be removed through negotiated collection with the Franchisee or other provider if the Franchisee cannot remove the waste.

SECTION 37 STANDARDS FOR COLLECTION

General Rules

It shall be unlawful for any person stockpiling municipal solid waste pending collection to fail to comply with the following standards:

- (1) Garbage cans, or containers, used to store municipal solid waste shall not exceed the dimensions of a roll-out, or ninety-five (95) gallons of capacity, and shall be equipped with an appropriately sized lid which shall be securely attached when containing municipal solid waste. Carts used to store municipal solid waste shall not exceed ninety-five (95) gallons in size and shall be equipped with an appropriately sized lid which shall be securely attached when containing municipal solid waste, and shall be equipped with wheels for ease of handling. If applicable, all recyclable materials shall be placed in recycling containers, as provided by the Franchisee. A recycling container shall not exceed ninety-five (95) gallons of capacity;
- (2) Receptacles used by commercial or industrial establishments to store municipal solid waste shall be equipped with an appropriately sized lid, which shall be securely attached when containing municipal solid waste;
- (3) No more than six (6) additional bags shall be placed beside the roll-outs. The total weight of bagged municipal solid waste shall not exceed 210 pounds, nor shall bags be used which lack wall strength to maintain the physical integrity of the bag when lifted by the top when full;
- (4) All municipal solid waste stockpiled for collection shall be placed in a can or receptacle; provided, however, bulky waste may be accepted for regular municipal solid waste collection if bundled and securely tied together forming an easily handled package not exceeding two (2) cubic yards in total volume or have any individual item exceeding 50 pounds in weight.
- (5) Any bulky waste that does not meet the requirements set forth shall not be collected, hauled, recycled or disposed of by the Franchisee under regular municipal solid waste collection.
- (6) White goods containing refrigerants will not be collected by the Franchisee unless such white goods have been certified in writing by a professional technician to have had all such refrigerants removed. Single-Family Residential Units requiring the collection of bulky waste and white goods may need to notify the Franchisee for pickup, as provided for by the Franchisee's agreement with the city;
- (7) Receptacles, bags, or bundles shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to and not exceeding five feet from paved or traveled city roadways, including alleys. Receptacles, bags, or bundles shall be placed within five feet of the curbside or right of way adjacent to

the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then receptacles, bags, or bundles shall be placed as close as practicable to an access point for the collection vehicle. The Franchisee shall assist Handicapped Residential Units with house-side collection of the bags, roll-outs and recycling containers; provided, that the Franchisee receives priori written notice from the Handicapped Residential Unit of such special need; and

- (8) Receptacles, or roll-outs, used at commercial or industrial establishments shall not be placed nearer than five feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards. A Commercial Hand Collect Units is required to place municipal solid waste in a roll-out provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee.
- (9) No person shall place for collection and disposal any construction and demolition waste, except by utilizing the municipal solid waste collector's roll-off services.
- (10) Municipal solid waste in excess of the roll-outs or the six (6) bag limits, placed outside or adjacent to the roll-outs, or not meeting other requirements set forth herein, will not be collected by the Franchisee. If Recyclable materials are collected, any recyclable materials in excess of the recycling containers' limits, placed outside or adjacent to the recycling containers, or not meeting other requirements set forth herein, will not be collected by the Franchisee. Excess or misplaced municipal solid waste and recyclable materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee.

SECTION 38 PROCESSING, BILLING AND FEES

A. Billings for Single-Family Residential Unit Services

On a quarterly basis, the Franchisee agrees to bill and collect the rates and fees charged under Section 20A hereof, from all Single-Family Residential Units requiring the collection, hauling, recycling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Billing") plus any applicable

sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

B. Billings for Commercial, Industrial and Multi-Family Residential Unit Services

On a monthly basis, the Franchisee agrees to bill and collect the rates and fees charged under Section 20B and 20C hereof, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing") plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

C. Billings for Non-City Roll-Off and Compactor Services

The Franchisee will bill and collect the rates charged under Section 20D and 20E from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off and compactor containers ("the "Roll-Off Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

D. Billings for City Roll-Off Services

The Franchisee will bill and collect the rates charged under Section 20F for the Roll-Off Services provided to the City. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the Roll-Off services provided to the City.

E. Franchise Fee

On a monthly basis, the Franchisee shall remit to the City a franchise fee equal to (i) fifteen percent (15%) of the gross fees receipts collected from the Residential Billing during the immediate preceding month, plus (ii) fifteen percent (15%) of the gross receipts collected from the Commercial Billing during the immediately preceding month, plus (iii) fifteen percent (15%) of the gross receipts collected from the Roll-Off Billing during the immediately preceding month (clauses (1) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee shall be remitted to the City in arrears on or before the last day of each month, commencing on January 31, 2024.

F. Taxes

In addition to the amounts billed and collected by the Franchisee hereunder, the Franchisee shall also be responsible for billing, collecting and remitting/paying any

and all sales, use and service taxes assessed or payable in connection with the Services.

SECTION 39 RECORDKEEPING AND REPORTING

The Franchisee shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of any Contract resulting from this RFP and for a period of five (5) years after last or final payment.

A. Records

The Franchisee shall create, maintain, and deliver to the City the following records:

- 1) Documented Solid Waste and Bulky Waste tonnage delivered to Disposal facility;
- 2) Document Recyclable Materials delivered to recyclable Processing facility;
- 3) Document Bulky Waste delivered to recyclable Processing facility;
- 4) Document Commercial Collection activity by container size and frequency of pick up;
- 5) Identify unaccepted loads by date Collected, route, and facility;
- 6) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
- 7) Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's reporting requirements;
- 8) Other recordkeeping and reporting requirements as agreed upon by City and Franchisee.

B. Quarterly Meetings with City Manager

Franchisee shall meet, at least quarterly, with the City Manager and/or City Staff to discuss any and all issues related to the Work provided for herein.

C. Annual City Council Update

Franchisee shall present to the City Council on an annual basis a presentation to include, but not limited to, current and future service issues, quantities of Solid Waste and Recycling Collections, and public education.

SECTION 40 SPILLAGE

It is understood and agreed that the Franchisee shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste, or Recyclable Materials not caused by the Franchisee's rendering of the Services,

or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Franchisee may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 20 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Franchisee shall be required to cleanup. Collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials or other waste caused by the Franchisee's rendering of the Services provided herein.

SECTION 41 RECYCLING

Franchisee will collect recyclable products from the _____ (location) of each residence. The CITY's minimum recycling participants shall consist of approximately 2,000-3,000 residential units.

The Franchisee shall provide recycling bins to each of the CITY's residents wishing to participate in the recycling collection after notice from the CITY. If the resident damages a recycling bin, normal wear and tear excluded, the resident shall be responsible for replacement charge of a new bin. If Franchisee damages any recycling bin, normal wear and tear excluded, Franchisee agrees to replace the bin at no additional cost to the resident.

Prior to the commencement of the recycling program, Franchisee will provide information to the CITY's residents about the program, including the specific types of materials to be collected and the collection days. Thereafter, throughout the term of this Agreement, Franchisee will inform the residents of the CITY promptly of any changes in the recycling program consistent with the terms of the Agreement and such changes will not take effect until such notice has been provided to the residents of the CITY.

Recycling shall be collected from _____ (location) once per week. The Franchisee will transport the collected recyclable materials to a recycling processing center. Franchisee will obtain title to the recyclable materials upon collection from each residence and shall be responsible for the sale of such recyclable materials.

Franchisee reserves the right, from time to time, to add to or delete items from recycling collection, for which no secondary market continues to exist or may be created after proper notice to the CITY. Franchisee has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

SECTION 42 NON-COLLECTION NOTICE AND FOLLOW-UP

A. Notice from the Franchisee

It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 15 and 16 hereof, or is otherwise in violation of the City's ordinances and regulations, the Franchisee's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials to be removed, the Franchisee may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection.

The Franchisee will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit

When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Franchisee, or the Franchisee has failed to collect Municipal Solid Waste or Construction and Demolition Waste or

Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Franchisee will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Franchisee fails to make such collection on the same day that a collection order is issued by the City, the Franchisee shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Franchisee for any such original non-collection or late collection so long as the Franchisee makes such collection within such time.

SECTION 43 INSURANCE COVERAGE

Pursuant to this Agreement, the Franchisee shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(5) Automobile Bodily Injury Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(6) Pollution Legal Liability	\$2,000,000 each loss
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

The City shall be named additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 43 may be provided under a plan(s) of self-insurance, including coverage provided by the Franchisee's parent corporation. Upon

the City's request, the Franchisee shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 43.

SECTION 44 INDEPENDENT CONTRACTOR

Franchisee shall be deemed to be and is an independent contractor. All persons employed by Franchisee, in performance of the Agreement shall be deemed to be and will be the employees of Franchisee. The selection, number, compensation and employment of personnel, and all other matters relating to the employment of personnel by Franchisee, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under the Agreement shall be the sole responsibility of Franchisee. Nothing in the Agreement shall be deemed to constitute Franchisee or any of Franchisee's Franchisee employees or agents to be an agent, representative, or employee of CITY.

SECTION 45 LEGAL AND COMPLIANCE

A. Indemnity

To the extent covered by applicable insurance, the Franchisee assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Franchisee agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Franchisee, its officers and employees. However, the Franchisee shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

B. Savings Provision

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

C. Termination

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party constitute grounds for forfeiture and immediate termination of all the

defaulting party's rights under this Agreement, and all such rights shall become null and void.

D. Force Majeure

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

E. Governing Law

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

F. Compliance with All Laws

Franchisee agrees to conform to and abide by all of the rules, regulations, and ordinances governing the collection, hauling and disposal of refuse, provided that the terms of the Agreement shall govern where there exists conflicting ordinances of the CITY on the subject. Franchisee shall abide by the most restrictive rules, regulations and ordinances of the CITY.

Franchisee agrees to conform to and abide by all of the valid rules, regulations, and ordinances of any city or other jurisdiction through which refuse may be hauled or disposed of, governing the collection, hauling and disposal of said refuse.

Franchisee agrees, when refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations, and ordinances of any county governing the collection, hauling, and disposal of said refuse.

Franchisee agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

G. Escalation Clause

Other than as set forth in Section 20 above, Franchisee shall hold firm the current rates set forth in the term of the Agreement.

H. Complaints and Reports

All complaints may be made directly to FRANCHISEE and shall be given prompt and courteous attention. FRANCHISEE shall log all complaints and shall note the name, address, time of day, and date of telephone complaint either manually or by computer. In the case of alleged missed scheduled collections, FRANCHISEE shall investigate and, if such allegations are verified, shall arrange for the collection of such refuse within twenty-four (24) hours after the complaint is received. FRANCHISEE will provide a monthly complaint log to the City, including the address complaining, that nature of the complaint, and the resolution of same.

I. Ordinances

All ordinances or parts of ordinances, or resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

J. Violations

Any person who shall intentionally, knowingly, recklessly, or with criminal negligence 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 \$2,000.00. Each day of violation shall constitute a separate offense.

K. Severability

In the event any 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 the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

L. Miscellaneous

- 1) Assignment – The Agreement shall not be assigned or the work subcontracted without the prior written consent of CITY. In the event of any such assignment, the assignee shall assume and be bound by all the covenants and obligations of Franchisee.
- 2) Disposal – Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills.
- 3) Emergencies – Franchisee agrees to use its best efforts to assist the CITY in the event of an emergency situation on such terms and conditions as may be mutually agreed between Franchisee and the CITY.
- 4) Hauling – All refuse hauled by Franchisee shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.
- 5) Non-Discrimination – Franchisee agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion, or national origin.
- 6) Notification – Franchisee shall notify all residents about complaint procedures, regulations, and days for scheduled refuse collection.
- 7) Point of Contact – All dealings, contacts, etc., between Franchisee and CITY shall be directed by CITY to the Residential Accounts Manager of Franchisee. Franchisee shall advise CITY of the identity of its Residential Account Manager by supplying the name of said individual to CITY, in writing, at CITY'S address.
- 8) Representations – Franchisee represents and warrants that it has dedicated and made available, and at all times during the term of the

Agreement shall keep available sufficient equipment and personnel to service adequately the garbage collection requirements pursuant to the Agreement. Franchisee shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to Chapter 11 filing for bankruptcy, and if any creditors shall force Franchisee into bankruptcy proceedings, Franchisee shall notify CITY. Franchisee hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver the Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by Franchisee, the consummation of the transactions contemplated hereby, and the performance by Franchisee of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of Franchisee.

M. Notices

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered when deposited via United States mail, certified mail, postage prepaid, return receipt requested, addressed to the respective part at the address set forth below:

If to the City:

CITY OF MANVEL
ATTN: CITY MANAGER
20025 HIGHWAY 6
MANVEL, TEXAS 77578

Or electronically emailed:

KJung@cityofmanvel.com

If to the Franchisee:

Franchisee shall provide an appropriate address in which notices can be mailed via certified mail, postage prepaid and emailed.

Company Name: _____

Address: _____

Attention: _____

Email Address: _____

N. Attorney's Fees

The Prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorney's fees and costs whether suit be filed or not, including without limitation costs and attorney's fees related to or arising out of any trial or appellate proceedings.

SECTION 46 ACCEPTANCE

PASSED AND APPROVED on first reading this _____ day of _____, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2018.

ADDENDUM 1

FEE SCHEDULE

OPTION 1: 1 SOLID WASTE COLLECTION & 1 RECYCLING PICKUP PER WEEK

Total residential cart/recycle cart	\$ _____	per month
Total per additional trash cart	\$ _____	per month
Total per additional recycle cart	\$ _____	per month
Total small commercial cart/recycle cart	\$ _____	per month
Total per additional trash cart	\$ _____	per month
Total per additional recycle cart	\$ _____	per month

OPTION 2: 2 SOLID WASTE COLLECTIONS & 1 RECYCLING PICKUP PER WEEK

Total residential cart/recycle cart	\$ _____	per month
Total per additional trash cart	\$ _____	per month
Total per additional recycle cart	\$ _____	per month
Total small commercial cart/recycle cart	\$ _____	per month
Total per additional trash cart	\$ _____	per month
Total per additional recycle cart	\$ _____	per month

COMMERICAL RATE SCHEDULE

Lifts Per Week

Container Size	1	2	3	4	5	6	Extra Lifts
2 cubic yd	\$	\$	\$	\$	\$	\$	\$
3 cubic yd	\$	\$	\$	\$	\$	\$	\$
4 cubic yd	\$	\$	\$	\$	\$	\$	\$
6 cubic yd	\$	\$	\$	\$	\$	\$	\$
8 cubic yd	\$	\$	\$	\$	\$	\$	\$
10 cubic yd	\$	\$	\$	\$	\$	\$	\$

ADDENDUM 1 (Cont.)

ROLLOFF CONTAINERS

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton**	Deposit
20 yard	\$	\$	\$	\$	\$
30 yard	\$	\$	\$	\$	\$
40 yard	\$	\$	\$	\$	\$
28 yard Compactors	\$	\$	\$	\$	\$
30 yard Compactors	\$	\$	\$	\$	\$
35 yard Compactors	\$	\$	\$	\$	\$
40 yard Compactors	\$	\$	\$	\$	\$
42 yard Compactors	\$	\$	\$	\$	\$

** Disposal – 3 ton minimum

RESOLUTION NO. 2023-R-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL,
TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND
OTHER CHARGES FOR ZONING, PLATTING, BUILDING AND
OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS
IN CONFLICT HERE WITH; AND OTHER RELATED MATTERS.**

* * * * *

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

Section 1. That certain “**FEE SCHEDULE – December 4, 2023,**” a true and correct copy of which is attached hereto as Exhibit “A,” and for all things is made a part of this Resolution, is hereby in all things adopted. The fees set forth in said Exhibit “A” shall be applicable beginning December 5, 2023.

Section 2. That certain “**FIRE PROTECTION AND PREVENTION – September 18, 2023**” fee schedule, a true and correct copy of which is attached hereto as Exhibit “B,” reflects no changes and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 3. That certain “**UTILITY FEES” – August 2, 2022,**” a true and correct copy of which is attached hereto as Exhibit “C,” reflects no changes and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

RESOLVED, this the _____, day of _____, 2023.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

CITY OF MANVEL
FEE SCHEDULE DECEMBER 4, 2023
RESOLUTION 2023-R-35

"Certain Manvel Residents" are defined as individuals who are seeking construction of a single-family residential structure that the resident intends to occupy as his/her residence. [Ordinance No. 2023-O-05 Proposition B]"

ZONING

OCCUPANCY PERMITS, NON-RESIDENTIAL	
CHANGE OF USE / TENANCY	\$150.00
REGISTRATION FOR NEWLY ANNEXED BUSINESSES	\$0
TEMPORARY BUSINESS PERMITS	\$50.00
INTERPRETATION FROM ZONING OFFICIAL	\$50.00
RE-ZONING APPLICATION	\$1,800.00
SPECIFIC USE PERMIT FEE	\$1,500.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS	\$750.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
PLANNED UNIT DEVELOPMENT (PUD)	
PUBLIC NOTICE FEE	\$150.00
SMALL PUD	\$4,000.00
MEDIUM PUD	\$4,000.00 plus \$40.00/acre
LARGE PUD (LESS THAN 1,000 ACRES OR GREATER)	\$10,000.00 plus \$30.00/acre
LARGE PUD (GREATER THAN 1,000 ACRES)	\$20,000.00 plus \$20.00/acre
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT	\$500.00

PLATS

PRELIMINARY PLAT	\$750.00
	+ \$10/lot and \$15/acre or fraction in reserves
PRELIMINARY PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
FINAL PLAT	\$750.00
	+ \$25 / LOT and \$15/acre or fraction in reserves
FINAL PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
MASTER PLAN	
50 ACRES TO 100 ACRES	\$1,000.00
101 ACRES OR MORE	\$2,000.00
REPLATTING CHARGES WHEN A PUBLIC HEARING IS HELD	
WITH NOTIFICATION	Advertising Fee \$75.00
	Per Mailing Notification Fee \$1.00
WITHOUT NOTIFICATION	\$75.00
REPLATTING CHARGES WITH A PUBLIC HEARING IS HELD – CERTAIN MANVEL RESIDENTS (**PROP B)	
WITH NOTIFICATION	Advertising Fee \$0.00
	Per Mailing Notification Fee \$0.00
WITHOUT NOTIFICATION	\$0.00

DEVELOPMENT PLAT	\$750.00	PLUS \$15/ACRE
DEVELOPMENT PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MINOR PLAT OR AMENDING PLAT	\$500.00	
MINOR PLAT OR AMENDING PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
PLAT EXTENSION (6 MONTHS)	NO CHARGE	
RECORDING FEES WITH BRAZORIA COUNTY - ACTUAL COST OF RECORDING, PLUS	\$30.00	
PLAT RE-SUBMITTAL	\$200.00 each	
PLAT RE-SUBMITTAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00 each	
VARIANCE TO THE SUBDIVISION ORDINANCE	\$500.00	
VARIANCE TO THE SUBDIVISION ORDINANCE – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL	\$200.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	

ENGINEERING

PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC. \$500.00 base plus \$50.00 per document page larger than legal size sheets RESUBMITTALS FOR PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS (After second submittal) \$250.00 base plus \$10.00 per document page	
PLAN REVIEW FOR BINDERS (every ten (10) sheets equal 1 document page) \$500.00 base plus \$5.00 per legal size or smaller sheets	
CIVIL SITE IMPROVEMENTS, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC. \$1,000.00 flat fee for projects up to and including \$100,000.00. Over \$100,000.00- \$1,000.00 plus \$8.00 for each thousand over \$100,000.00	
RE-CHECK FEE or VERIFICATION OF CORRECTIONS	\$250.00

ENVIRONMENTAL HEALTH

Onsite Septic System permits	
Residential	\$250.00
Commercial	\$410.00
On site evaluation	\$50.00
(This will be an inspection to make sure a septic system is working properly)	

BUILDING - ALL PERMITS EXPIRE AT 180 DAYS UNLESS NOTED OTHERWISE

CONSTRUCTION PERMITS RESIDENTIAL AND COMMERCIAL

Minimum permit fee \$50.00
Commercial Construction Permit Application Fee (values greater than \$10,000) \$50.00
 \$15.00 for the first \$1,000.00 of construction value plus;
 \$5.00 per thousand, up to and including \$50,000.00
 \$260 for the first \$50,000.00 plus \$4 per additional thousand
 \$460 for the first \$100,000.00 plus \$3 per additional thousand
 \$1,660 for the first \$500,000.00 plus \$2 per additional thousand

Residential Construction Permit Application Fee \$0.40/sq. ft.

\$70.00 FOR DETACHED GARAGES OR NATIONALLY RECOGNIZED COST ESTIMATING BOOK

PLAN REVIEW FEE ½ OF THE BUILDING PERMIT FEE

RESIDENTIAL STREAMLINE PERMITS FEE FOR ELECTRICAL, PLUMBING AND HVAC; FEE
WILL BE A MINIMUM OF 25 % OF THE BUILDING PERMIT FEE FOR EACH CATEGORY

REVIEW FOR ELEVATION CERTIFICATES INCLUDED IN NEW CONSTRUCTION PERMIT (3
TOTAL (at start, at pre-pour and final) PER CERTIFICATE \$50.00

REVIEW FOR ELEVATION CERTIFICATES NOT INCLUDED IN NEW CONSTRUCTION
PER CERTIFICATE \$65.00

MANUFACTURED AND MODULER HOMES \$0.30/sq. ft.

IMPACT FEES: (2021-R-26)

Meter Size	Meter Type	Service Unit Equivalent	Impact Fees		
			Water	Wastewater	Total
3/4"	Displacement	1.0	\$2,441	\$7,107	\$9,548
1"	Displacement	1.6	\$3,906	\$11,371	\$15,277
1-1/2"	Turbine	4.0	\$9,766	\$28,428	\$38,194
2"	Turbine	6.4	\$15,625	\$45,484	\$61,109
3"	Displacement	12.8	\$31,251	\$90,969	\$122,220
4"	Displacement	20.0	\$48,830	\$142,140	\$190,970
6"	Displacement	40.0	\$97,660	\$284,280	\$381,940
8"	Displacement	64.0	\$156,256	\$454,848	\$611,104
10"	Displacement	92.0	\$224,618	\$653,844	\$878,462

****CARPORTS** (see below), POLE BARNs, SHEDS, ELEVATED DECKS 30" OR HIGHER, ETC...
(NON-LIVING AREAS OVER 200 SQ FEET – OUTSIDE THE FLOOD ZONE)
(CARPORTS – metal pre-fab structure, open on all four sides, 400 sq. feet or less over parking area,
does NOT require a permit)**

MINIMUM \$50.00
Plus Plan Review (if required)

ADDITIONALLY, CARPORTS (DETACHED) OF AREA LESS THAN 600 SQUARE FEET ARE STILL REQUIRED TO BE PERMITTED, BUT ARE EXEMPT FROM THE PAYMENT OF THE PERMIT FEE, WITH THE FOLLOWING CONDITIONS: (SEE ORDINANCE 2016-O-05)

1) Less than 600 square feet in area; 2) Enclosed on no more than 2 sides; 3) Unfinished on the interior; 4) No utilities connected to the structure; 5) Can be used only for parking and limited storage and not used for habitation (no working, sleeping, living, cooking, or restroom areas); 6) Must be detached from residential structure; 7) Must be firmly anchored to prevent floatation, collapse, and lateral movement; 8) Must abide by the same setbacks as required by zoning on the property; 9) No elevation certificate is required; and 10) A site drawing (can be hand drawn) is required to show where the structure will be located.

FEE

No Cost

ELECTRICAL AND PLUMBING PERMITS PULLED SEPARATELY, THE BASE FEE IS APPLIED, PLUS ANY ADDITIONAL COST ITEMS LISTED ON THE APPLICATION.

PLUMBING PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
ELECTRICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
MECHANICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00
RENEWAL BUILDING PERMITS		RESIDENTIAL INDIVIDUAL PERMIT	\$150.00
		NEW HOME PERMIT (4 PERMITS IN ONE)	\$300.00
		COMMERCIAL PERMIT	\$300.00

RE-INSPECTION FEES FOR FAILED WITH PENALTY (PAYABLE IN ADVANCE)

RESIDENTIAL	\$50.00
COMMERCIAL	\$100.00

PERMITS	Residential/ General Fee	Commercial	Notes
Culvert (Per Crossing)	\$100.00	\$100.00	
Demolition permits	\$50.00	\$50.00	
Display permits (per unit)	\$50.00		Annual renewal from date of issue. Inspections done on anchoring and location of display. Electrical permits pulled separately
Driveways	\$100.00	\$150.00	
Driveways (TXDOT)		\$500.00	Commercial properties fronting on a State maintained road
Development Permit (in Floodplain)	No Charge		Property located in a floodplain or property not in a floodplain that has reached 20 loads with approved permit.
Development Permit (outside Floodplain)	No Charge		Property outside the floodplain up to 20 loads
Fence	\$25.00	\$25.00	
Irrigation (Base)	\$140.00	\$200.00	

Pond permits	\$50.00	N/A	
Sign Permits	\$100.00		
Review fee	\$50.00		
Sign Permit – Misc.	\$-0-	N/A	Political and non-profit signs
Swimming Pool (Based on value of Pool)			Electrical and plumbing can be included in one permit, fee is based on a minimum of 25 % of the permit fee
Water Wells	\$50		

ANNUAL PERMITS

EXPIRE ON DEC. 31ST EACH YEAR

	<u>FEE</u>	<u>NOTES</u>
Ambulance Provider License	\$500.00	
EMS Vehicle (per Ambulance Charge)	\$100.00	
Beer and Wine		not to exceed ½ of TABC license fee
Burn (Residential)	\$15.00	
<u>Manufactured Home Community</u>		
Annual Fee	\$100.00	
Plus per space fee	\$5.00	
<u>Pet Registration** (Police Dept.)</u>		**The pet licenses expire one year from the <u>date of issue.</u>
If spayed or neutered	\$5.00	
without proof not spayed or neutered	\$10.00	
Pet impound fee (first day)	\$30.00	
Each additional day impound	\$5.00	
<u>ROW (Ordinance 2011-O-22)</u>		
Use of public right-of-way or City property		
Right-of way crossing		
Right-of way, first year per rod	\$1,000.00	(per crossing per year)
Annual renewal, per rod	\$21.00	
	\$7.50	
<u>RV Park License</u>		
Annual fee	\$100.00	
Plus per space fee	\$5.00	
<u>Solicitor Permit</u>		
30 day renewal, passport picture required	\$50.00	First Person
	\$25.00	Additional Person
Storage Facility	\$250.00	
Wrecker Permits - Per wrecker charge	\$100.00	
Hotel Operation License*	\$100.00	

*annual permit expires per adopted ordinance

Coin Operated Machine Tax	\$50.00	per Machine
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Health Inspections/Permits

Mobile Food Unit	\$200.00	per Unit
Food Establishment – Small (< 1,000 sf.)	\$200.00	Bi-Annual Site Inspection
Food Establishment – Medium (1,001-10,000 sf.)	\$400.00	Bi-Annual Site Inspection
Food Establishment – Large (>10,000 sf.)	\$600.00	Bi-Annual Site Inspection
Non-Profit Organizations*	\$100.00	Bi-Annual Site Inspection
Day Care Center	\$150.00	Bi-Annual Site Inspection
Group Residence (institution)	\$150.00	Bi-Annual Site Inspection
Ownership Change Food Establishment		
Small (full year July 1 st to December 31 st)	\$200.00	Site Inspection
Medium (full year July 1 st to December 31 st)	\$400.00	Site Inspection
Large (full year July 1 st to December 31 st)	\$600.00	Site Inspection
Small (6 months – January 1 st to June 30 th)	\$100.00	Site Inspection
Medium (6 months – January 1 st to June 30 th)	\$200.00	Site Inspection
Large (6 months – January 1 st to June 30 th)	\$300.00	Site Inspection
Non-Profit Organizations (full year July 1 st to December 31 st)	\$100.00	Site Inspection
Non-Profit Organizations (6 months – January 1 st to June 30 th)	\$50.00	Site Inspection
Day Care Center (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Day Care Center (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Group Residence (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Group Residence (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Temporary Food Establishment	\$50.00	Site Inspection
Re-Inspections	\$150.00	Re-Inspection
Owner Initiated Inspection	\$150.00	Re-Inspection

*supporting documentation required

SPECIAL EVENT PERMIT

Type A Special Event	\$100.00 per event
Type B Special Event	\$50.00 per event
Type C Special Event (Recurring Activity)	\$25.00 per event

FRANCHISE FEES (Pipeline Ordinance 2011-O-22)

Pipeline Registration Fee	\$100.00
Deposit	\$5,000.00
Franchise Administrative Application fee	\$500.00
City Inspection Fee	\$150.00 / HR

RENTAL REGISTRATION AND INSPECTIONS (Rental Ordinance 2013-O-06)

Annual Rental Permit Fee	\$50.00 per unit
Initial inspection, re-inspection	no charge
All subsequent re-inspections	\$250.00
Untimely registration fee from 10/1/2013	
Within 30 days after date set in section 17-426	\$300.00
after 30 th day before 60 th day set in section 17-426	\$375.00
after 60 th day set in section 17-426	\$450.00
Failure to register mandatory inspection fee	\$500.00
(includes initial inspection and one re-inspection)	
Additional Re-Inspections	\$250.00

SMALL CELL WIRELESS FACILITIES (Ordinance 2017-O-30) Application Fee

<u>Network Node</u>	<u>Fee</u>
Fee per application for up to 5 network nodes	\$500.00
Additional network nodes (up to 30 per application) support pole	\$250.00
Node support pole (per application for each pole)	\$1,000.00

Transport Facility

Fee per application	\$500.00	1-5 network nodes
Additional network nodes	\$250.00	1-30 additional nodes

Annual Small Cell Wireless Facilities Fee (Ordinance 2017-O-30)

Network node per network site support pole	\$250.00
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No separate rate from the network node annual fee (each support pole should have a network node attached) Transport facility per app.	\$28.00/monthly	(for each network node site, unless an equal or greater amount is paid to the City Under chapter 283, Tex. Loc. Gov. Code or Chapter 66, Tx. Util. Code)
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ALARMS (PERMITTED THROUGH THE MANVEL POLICE DEPARTMENT)**Burglar and Fire Alarm Systems** *(expire on December 31st each year)*

Residential Permit	\$50.00 annually	<i>*change of resident will require a new permit</i>
Pro-Rated Residential Alarm Permit	\$50.00 from January 1 st to March 31 st	
	\$25.00 from April 1 st to September 30 th	
	\$12.50 from October 1 st to December 31 st plus annual fee	
Commercial Permit	\$100.00 annually	<i>*change of occupancy will require a new permit</i>
Pro-Rated Commercial Alarm Permit	\$100.00 from January 1 st to March 31 st	
	\$50.00 from April 1 st to September 30 th	
	\$25.00 from October 1 st to December 31 st plus annual fee	

False Alarms

Burglar	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period
Fire	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

Fingerprint Fee

Resident	\$5.00
Non-Resident	\$10.00

CITY OF MANVEL PAYMENT OPTIONS AND CREDIT CARD PROCESSING FEES

Municipal Court (Cash and Credit Cards – No checks accepted)

In person - Credit Card Convenience Fee	3.5 % of total transaction.
On line Credit Card Convenience Fee	\$6.50
Night Court payment paid through Square Incorporated	\$3.00 per \$100.00

Permit Department (Cash, credit cards and checks accepted)

Credit Card Convenience Fee	3.25% of total transaction
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Police Department

Court payment paid thru Square Incorporated	\$3.00 per \$100.00
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Utility payments (Cash, check and on-line through TX eCommerce)

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Certificate of Occupancy (Change of Occupancy)	Fire Final Inspection	\$150.00
Open Burning		
Commercial (Trench burn Only)	Site Inspection	\$200.00
Residential	Site Inspection	\$15.00
Fire Inspections		
Construction Site Offices/Trailers/Containers.(Inspection required)	One Time Service	\$150.00
Construction Site Fuel Tanks (Inspection required)	One Time Service per tank	\$100.00
Fireworks Display/Show	Per Site	\$1,000.00
All Fire Plans Review Fees		
Fire Sprinkler System		
Plans Review Fee	50% of total Permit Cost	
Number of Sprinkler Head	per Sprinkler Head	\$5.00
Number of Tamper Devices	per Tamper Divide	\$5.00
Number of Flow Devices	per Flow Device	\$5.00
Jockey Pump		\$50.00
Fire Pump Acceptance Test		\$100.00
Fire Pump Acceptance Test (Re-Test)		\$150.00
Number of Hose Valves	per Hose Valve	\$10.00
Combined Sprinkler and Standpipe	per Combined Sprinkler & Standpipe	\$50.00
Hydrostatic Test	Fee will be charged for each test	\$100.00
Fire Service Underground Main, Fire/Private Hydrants/Storage Tanks		
Plans Review Fee	50% of total Permit Cost	
Fire Service Underground Main		\$100.00
Storage Tanks		\$150.00
Hydrant	per Hydrant	\$50.00
Hydrostatic Test	Fee will be charged for each test	\$100.00
Re-Test Fee		\$175.00
Fixed Suppression System (Commercial Cooking Hood, Spray Booth or Room)		
Plans Review Fee	50% of total Permit Cost	
Automatic Fire-Extinguishing Systems	Fixed Systems	\$150.00
Number of Nozzles	Plus Additional Per Head 2.00	\$5.00
Number of Audio/Visual Devices		\$5.00
System Test		\$100.00
Re-Test Fee		\$175.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Fire Alarm and Detection System		
Plans Review Fee	50% of total Permit Cost	
Number of Smoke Detectors	per Device	\$5.00
Number of Duct Detectors	per Device	\$5.00
Number of Heat Activated Devices	per Device	\$5.00
Number of Manual Pull Devices	Per Device	\$5.00
Number of Releasing Devices	per Device	\$5.00
Number of Audio/Visual Devices	per Device	\$5.00
Number of Additional Devices (i.e., Relay/Modules, etc.)	per Device	\$5.00
Remote Annunciator	Each	\$50.00
Emergency Public Address	per Floor	\$50.00
(For first 10 floors and \$5.00 per floor thereafter)	per Floor	\$5.00
Re-Test Fee		\$175.00
Emergency Responder Radio Communications Systems (ERRCS)		
Plan Review Fee	50% of total Permit Cost	
System Test		\$100.00
Re-Test Fee		\$175.00
Flammable and Combustible Liquids		
Plans Review Fee	50% of total Permit Cost	
Pipeline		\$600.00
Aboveground Storage Tank Install		\$250.00
Aboveground Storage Tank Repair and/or Removal		\$100.00
Underground Storage Tank Install		\$400.00
Underground Storage Tank Repair and/or Removal		\$100.00
Construction Site Fuel Tank (Inspection Required)	One Time Service per Tank	\$100.00
Re-Test Fee		\$175.00
Oil/Gas Well Drilling	Construction Site	\$1,000.00
Oil/Gas Well Workover/Recompletions	Construction Site	\$500.00
Hazardous Materials	Storage	\$200.00
LP-Gas	Storage	\$100.00
Compressed Gas, Hazardous Material and Industrial Ovens		
Plans Review Fee	50% of total Permit Cost	
Compressed Gas	per System	\$150.00
Hazardous Material		\$450.00
Industrial Ovens		\$200.00
Re-Test Fee		\$175.00
Temporary Booth, Membrane Structures and Tents		
Plans Review Fee	50% of total Permit Cost	

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Temporary Membrane Structures		\$250.00
Tent and Canopy 201 to 300 square feet		\$50.00
Tent and Canopy 301 to 600 square feet		\$75.00
Tent and Canopy 601 to 1,000 square feet		\$100.00
Tent and Canopy over 1,001 square feet		\$150.00
Annual Fire Inspections		
Commercial/Public	Initial Inspection	No Fee
Commercial/Public	1st Re-Inspection	No Fee
Commercial/Public	2nd Re-Inspection	\$100.00
Commercial/Public	3rd Re-Inspection	\$200.00
Foster Home	Licensed 1-3	\$25.00
Foster Home	Licensed 3 or more	\$50.00
Group Home	Licensed 1-6	\$50.00
Group Home	Licensed 7-12	\$100.00
Multi-Family Residences/Hotels/Motels	3-20 Dwelling Units	\$200.00
Multi-Family Residences/Hotels/Motels	21 or more Dwelling Units	\$350.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 1-99 Beds	\$300.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 100-199 Beds	\$400.00
Hospitals/Nursing Homes Providing 24-Hour Care	Licensed 200 or more Beds	\$500.00
Other 24-Hour Care Facilities	Licensed for 1-3 Occupants	\$100.00
Other 24-Hour Care Facilities	Licensed for 4-16 Occupants	\$175.00
Other 24-Hour Care Facilities	Licensed for 17-25 Occupants	\$250.00
Other 24-Hour Care Facilities	Licensed for 26 or more Occupants	\$325.00
Required Operational Permits	Annual from Month of Issuance	
Aerosol Products		\$150.00
Amusement Building		\$75.00
Aviation Facilities		\$450.00
Carnivals and Fairs		\$500.00
Battery Systems		\$150.00
Cellulose Nitrate Film		\$500.00
Combustible Dust-Producing Operations		\$500.00
Combustible Fibers		\$150.00
Compressed Gases		\$150.00
Covered Mall Building		\$450.00
Cryogenic Fluids		\$150.00
Cutting and Welding		\$50.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	1-50 Children	\$75.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	50-99 Children	\$100.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	100-149 Children	\$125.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	150 or more Children	\$150.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Dry Cleaning Plants		\$150.00
Exhibits and Trade Shows		\$75.00
Explosives		\$500.00
Flammable and Combustible Liquids (includes Aboveground and Underground Storage Tanks)		\$150.00
Floor Finishing		\$50.00
Fruit and Crop Ripening		\$50.00
Fumigation and Thermal Insecticide Fogging		\$100.00
Hazardous Materials		\$450.00
Hazardous Production Materials Facilities		\$450.00
High-Piled Storage		\$300.00
Hot Work Operations		\$100.00
Industrial Ovens		\$250.00
Lumber Yards and Woodworking Plants		\$250.00
Liquid/Gas-Fueled Vehicles/Equipment in Assembly Building		\$100.00
LP Gas		\$200.00
Magnesium		\$250.00
Miscellaneous Combustible Storage		\$150.00
Motor Fuel-Dispensing Facilities		\$150.00
Open Burning	see Open Burning Category	--
Organic Coatings		\$150.00
Assembly A	Occupant Load 50-300	\$100.00
Assembly B	Occupant Load 301-1,000	\$150.00
Assembly C	Occupant Load Over 1,000	\$200.00
Private Fire Hydrants		\$50.00
Pyrotechnic Special Effects Material		\$150.00
Pyroxylin Plastics		\$250.00
Refrigeration Equipment		\$150.00
Repair Garages and Motor Fuel-Dispensing Facilities		\$150.00
Rooftop Heliports		\$100.00
Spraying or Dipping		\$100.00
Storage of Scrap Tires and Tire Byproducts		\$350.00
Tire Rebuilding Plants		\$500.00
Waste Handling		\$150.00
Wood Products		\$150.00
Double Permit Fee		
If it is determined by the Fire Code Official that an activity, condition, or occupancy requiring		
a permit exists and no permit has been issued, the Fire Code Official may impose a double		
permit fee.		
<i>If a New Installation, Renovation/Addition to Existing System, or Repair is completed without</i>		
<i>an approved permit, then double fees shall be added to the permit fee total.</i>		

Utility Fees - Resolution 2023-R-04
Resolution 2022-R-10 (Aug 2, 2022)
Exhibit C

Tap and Inspection Fees (Sec. 71-2)		
Water Connection Fee Schedule	Meter size	Cost
Single-Family Residential	3/4"	\$550 plus 1/2 cost of any required bore
	>3/4"	\$750 plus 1/2 cost of any required bore
Sewer Connection Fee Schedule	Fee Type	Cost
Single-Family Residential	Connection Fee	\$750 plus 1/2 cost of any required bore
Multi-family Residential and Non-Residential	Connection Fee	Based on individual needs of the facility based on engineering requirements
Temporary Construction & Bulk Water Meters	Fee Type	Cost
Temporary meter & use of a fire hydrant wrench	Installation Fee	\$50
	Deposit	\$750
Bulk Water	Water Meter Base Charge	\$100
	Rate per 1,000 gallons	\$10/per 1,000 gallons of water used
Pre-facility Inspection	Inspection Fee	\$25
	Reinspection Fee	\$25
Grease Trap Inspections	Inspection Fee	\$35
	Reinspection Fee	\$40
Sewer and Water Complaints	If on consumer-side	\$40 per hour time required for inspection
Swimming Pool Inspections (Sec.71-6)	Fee Type	Cost
	Inspection Fee	\$40
Plumbing (Sec. 71-7)	Fee Type	Cost
Backflow Prevention Assemblies	Testing and Certification	\$75
Customer Service Inspections	Single-Family Residential Users	\$100
	Other Users	Determined on an individual basis
Final Plumbing Inspection	Single-Family Residential Users	\$50
	Other Users	Determined on an individual basis
Late Payments (Sec. 71-8)	Fee Type	Cost
	Certified Delinquent Letter Fee	\$10 for each notice of termination
Termination & Reconnection of Service (Sec. 71-9)	Fee Type	Cost
Reconnection	Reconnection Fee	\$50 plus \$75 security deposit, less prior security deposit on file
Vacation	Temporary Suspension & Reconn	\$50 for meter pull and \$50 for reconnection
Returned Checks (Sec. 71-10)	Fee Type	Cost
	Returned check fee added to bill	\$25
New Account Fee (Sec. 71-11)	Fee Type	Cost
	New Account Setup Fee	\$20 (nonrefundable)
Security Deposits (Sec. 71-12)	Fee Type	Cost
Residential Owner	Security Deposit	\$75
Residential Renter	Security Deposit	\$200
Commercial - 1" meter or smaller	Security Deposit	\$200
Commercial - 2" meter or larger	Security Deposit	\$400
Temporary Construction Meter	Security Deposit	\$750
Bulk Water Purchase (Residential)	Security Deposit	\$1,000
Bulk Water Purchase (Commercial/Pipeline)	Security Deposit	\$5,000
Builder Deposits	Security Deposit	\$500 at time a request for each initial water tap is made

Utility Fees - Resolution 2023-R-04
Resolution 2022-R-10 (Aug 2, 2022)
Exhibit C

*** Separate from fee schedule ***		
Water and Sewer Rates adopted by Ordinance 2023-O-34 (Adopted 10/02/2023)		
*Water Rates (Monthly) (Sec. 71-4)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$32.59 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
*Sewer Rates (Sec. 71-5)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Multi-Family Residential Users	First 2,000 gallons	\$39.11 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$45.63 (Minimum)
	All over 2,000 gallons	\$3.34 per 1,000 gallons



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: December 4, 2023

TOPIC: Consideration and possible action to amend by ordinance into Chapter 53, *Signs*, of the *Manvel Code of Ordinances*.

BACKGROUND: At the direction of the City Council, there are proposed changes to the definition of Sign District B and maximum monument sign height and sign area for shopping centers and integrated business developments in Sign District B, Sign District C, and Sign District D. The proposed changes include:

- 1) Section 53-3. *Sign districts*, (2): this Subsection proposes to redefine Sign District B to also include all streets classified as a "Arterial" or "Parkway" per the Master Thoroughfare Plan.
- 2) Section 53-16. *Shopping center and integrated business developments*, (2) *Sign district B*: this Subsection proposes three changes for a shopping center and integrated business development (multi-tenant) monument sign a) maximum sign height, b) maximum sign area, and changes for additional monument signs. The maximum monument sign height for a shopping center and integrated business development (multi-tenant) increasing from 12 feet to 15 feet and sign area from 50 square feet to 100 square feet plus 10 square feet for each business establishment or a maximum 150 square feet (whichever is less). This Subsection also increases the maximum sign height for an additional monument sign from four feet to 15 feet and a maximum sign area of 250 square feet total for both monument signs.
- 3) Section 53-16. *Shopping center and integrated business developments*, (3) *Sign district C*: this Subsection proposes three changes for a shopping center and integrated business development (multi-tenant) monument sign a) maximum sign height, b) maximum sign area, and changes for additional monument signs. The maximum monument sign height for a shopping center and integrated business development (multi-tenant) increasing from six feet to 10 feet and sign area from 24 square feet to 50 square feet plus five square feet for each business establishment or a maximum 100 square feet (whichever is less). This Subsection also increases the maximum sign height for an additional monument sign from four feet to 10 feet, maximum sign area from 16 square feet to 50 square feet, with both monument sign's sign area not exceeding 150 square feet.
- 4) Section 53-16. *Shopping center and integrated business developments*, (4) *Sign district D*: this Subsection proposes three changes for a shopping center and integrated business development (multi-tenant) monument sign a) maximum sign height, b) maximum sign area, and changes for additional monument signs. The maximum monument sign height for a shopping center and integrated business development (multi-tenant) increasing from six feet to 10 feet and sign area from 24 square feet to 50 square feet plus five square feet for each business establishment or a maximum 100 square feet (whichever is less). This Subsection also increases the maximum sign height for an additional monument sign from four feet to 10 feet, maximum sign area from 16 square feet to 50 square feet, with both monument sign's sign area not exceeding 150 square feet.

RECOMMENDATION: Staff recommends approval of Ordinance No. 2023-O-47, Chapter 53, *Signs*, of the *Manvel Code of Ordinances*, amendment.

ATTACHMENTS: Ordinance No. 2022-O-47

FUNDING ISSUES

- ☒ Not applicable
- ☐ Not budgeted
- ☐ Full amount already budgeted
- ☐ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Jessica Rodriguez

FINANCE DIRECTOR APPROVAL _____
CITY MANAGER APPROVAL _____

ORDINANCE NO. 2023-O-47

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 53. "SIGNS" BY REVISING THE REGULATIONS PERTAINING TO SIGNS WITHIN THE CITY OF MANVEL AND EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City of Manvel, Texas, deems it in the best interest of the health, safety and welfare of its citizens to amend the regulations pertaining to signs within the City of Manvel and its extraterritorial jurisdiction;

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

Section 1. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 53. "Signs", to read and provide as follows:

"CHAPTER 53. SIGNS

Sec. 53-1. Purpose.

The purpose of this chapter is to establish reasonable regulations for the design, construction, installation, and maintenance of all exterior signs within the city and its extraterritorial jurisdiction in order to:

- (1) Balance the right of individuals to identify their businesses and convey their messages and the right of the public to be protected against the unrestricted proliferation of signs;
- (2) Further the objectives of the city's comprehensive plan;
- (3) Protect the public health, safety, and welfare of the citizens of the city;
- (4) Reduce traffic hazards;
- (5) Facilitate the creation of an attractive and harmonious community;
- (6) Protect property values;
- (7) Promote economic development; and
- (8) Preserve the right of free speech exercised through the use of signs containing non-commercial messages.

Sec. 53-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any sign which does not display any advertisement, copy or message or any sign which identifies or advertises a business, lessor, service, owner, product, or activity, which is no longer available at the indicated location or no longer available on the premises for which no legal owner can be found.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services, business, activity, or merchandise of any kind or type.

Amateur ball park signs means those signs constructed, attached, hung, placed, suspended, affixed, or painted upon a structure in an amateur ball park which seek the attention of or direct the attention of patrons of the ball park to any goods, services, business, activities, or merchandise of any kind or type.

Attention-getting device sign means devices that are erected, placed, or maintained outdoors so as to attract attention to any business, or any goods, products, or services available on the premises of a business, including but not limited to the following items or devices: banners, cut out figures; discs; festooning, including tinsel, strings of ribbons, and pinwheels; inflatable objects or inflatable characters, including balloons; air animated objects, non-governmental flags; pennants; propellers; steam or smoke-producing devices; streamers, whirligigs; wind devices; blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights; or similar devices or items, and of which are located or employed in connection with the conduct of business.

Banner sign means a type of temporary sign that is made or composed of a flexible piece of fabric, plastic, canvass, vinyl, paper, or another non-rigid material that does not include any enclosing framework and which is commonly mounted to a building, structure, fence, railing, or wall with rope, or mounted to the ground with stakes.

Billboard or *billboard sign* means an off-premises sign.

Business establishment means any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business establishment" shall not include any property, building, or structure used for the primary purpose of securing a permit to erect a sign.

Business purposes means the erection or use of any property, building, or structure, permanent or temporary, used for the purpose of conducting in said building or structure, or on said property, a commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building, or structure erected or used for the primary purpose of securing a permit to erect a sign.

Community event sign means a temporary sign advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches.

Construction sign means a temporary sign identifying the architect, engineer, developer or contractor located on an active construction site.

Damaged sign means a sign where elements of the sign face or structure are visibly cracked, corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

Directional or Information sign means any attached or freestanding sign on premise sign giving directions, instructions, or facility information, i.e., entrance or exit signs, one-way location of parking, etc. which may contain the name or logo of an establishment but no other advertising copy.

Double-faced sign means any sign with sign area on two faces that are back to back, facing in opposite directions.

Column sign means any sign supported by two or more columns, uprights, or braces anchored in or on the ground and not attached to any building.

Electronic changeable message sign means an electronic sign or portion of a sign that uses Light Emitting Diode (LED) technology to form a sign message or messages in text form, with or without fixed images, wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.

Erect means to build, construct, attach, hang, place, suspend, affix, or paint a sign.

Facing or surface means the surface of the sign upon, against, or through which a message is displayed or illustrated.

Flag means any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization.

Flashing sign means any directly or indirectly illuminated sign which contains an intermittent flashing light source. This does not include electronic changeable message or time/temperature signs.

Hand-held signs means a sign that is hand-carried by an individual.

Historical sign means a sign designated in a historic district or a building that has been designated a landmark.

Home business sign means any unlighted sign not over two square feet in area attached flat against the dwelling and displaying only the occupants name and/or address and/or occupation.

Illuminated sign means any sign that has characters, letters, fixtures, designs, or outlines illuminated externally by electric lights or internally by luminous tubes or other internal illumination device.

Incombustible material means any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Memorial or Commemorative plaque/tablet means an historical sign affixed to a wall denoting a building name and/or date of erection.

Menu board sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive in generally used to provide service or product options and pricing for customers.

Monument sign means any sign mounted on the ground or supported by one or more columns, uprights, or braces anchored in the ground, but not elevated above the ground by any device that holds the sign off the ground and not attached to any building, including reader panels. A message board or electronically displayed date, time, and temperature may not occupy more than 24 square feet of the area of sign face.

Multifamily dwelling complex means a townhouse, condominium, or apartment complex of one or more buildings or portions thereof located on a single tract of land which contain three or more separate dwelling units which share means of egress and other essential facilities.

Off-premises sign means any sign advertising a business, person, activity, goods, products, or services not usually located on the premises where the sign is installed and maintained, or which directs persons to any location not on the premises.

On-premises sign means any sign identifying or advertising the person, activity, goods, business, products, or services primarily sold or offered for sale on the premises or property where the sign is installed and maintained when such premise is used for business purposes.

Permittee means a person receiving a sign permit pursuant to the provisions of this chapter.

Person means an individual, company, corporation, partnership, association, or any other entity.

Pole sign means any sign supported by only one column, pole, upright, or brace anchored in or on the ground and not attached to any building.

Portable sign means any sign designed or constructed to be easily moved from one location to another and which is mounted upon or designed to be mounted upon a wheeled carrier or other framed structure.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, apartments, duplexes, condominiums, townhouses, townhomes, and patio homes; property used for hotels, motels, and boardinghouses shall not be considered as used for residential purposes.

Right-of-way means that property or right-of-way owned by the city, county, or state and used for the purposes of roads, highways, drainage, and public utilities.

Shopping center or integrated business development means a commercial development, such as a strip center, mall, multitenant office building, commercial center, or industrial complex, in which two or more separate businesses occupy a single or multiple structure which share on-site parking facilities and common driveways.

Sign means any writing (including letter, word, or numeral), pictorial representation (including illustration or decoration), emblem (including device, symbol, or trademark), flag (including banner or pennant), symbol, design, or any other figure of similar character which is a structure or a part thereof, or is attached to, painted on, or in any manner represented on a building or other structure, is placed out of doors in view of the general public from public rights-of-ways or abutting property, and is used for purposes of advertisement, announcement, declaration, demonstration, display, identification, direct attention or expression. The term "sign" shall include the sign structure.

Sign administrator means the director of development services or his/her designee.

Sign area means the entire advertising area of a sign, excluding any framing, trim or molding and the supporting structure, with wording in either permanent or removable letter form. This definition also includes the LED portion of an electronic changeable message sign.

Sign permit means a permit issued by the city to erect a sign. Additionally, a sign permit refers to the continuing authorization by the city for the permit holder to maintain and operate a sign within the city while such sign conforms with the provisions of this chapter.

Sight distance triangle means the triangle formed on any corner lot measured from the point of intersection of the front and exterior side lot lines a distance of 25 feet along said front and side lot lines and connecting the points so established to form a sight triangle on the area of the lot adjacent to the street intersections. Except for single-family residential accessways, a sight triangle at the intersection of a public street and a private access way shall have sides of 15 feet along the accessway and 25 feet along the public street. In order to minimize sight obstructions, no parking, wall, fence, sign, structure or any plant growth other than grasses shall be placed or maintained within the sight distance triangle so as not to impede vision between a height of two feet six inches, and ten feet above the center line grades of the intersecting streets and/or drives.

Sign structure means any structure, device, or system, which supports or is capable of supporting a sign.

Snipe signs or *bandit signs* means signs which are tacked, nailed, posted, pasted, glued, or otherwise attached to stakes, utility poles, or other like objects, the advertising on which is not applicable to the premises or property on which it is located.

Temporary business sign means any sign, banner, pennant, or other advertising display constructed of cloth, canvas, light fabric, cardboard, or other light materials, with or without frames, with or without words, intended to be displayed for a limited period of time on the property of the business.

Temporary garage or yard sale sign means a temporary sign advertising the date, time and location of a garage or yard sale.

Temporary political sign means a temporary, portable sign concerning candidates for public office and ballot issues for an election or referendum.

Temporary real estate sign means a temporary sign that advertises the sale, rental, or lease of the premises upon which the sign is located.

Wall sign means any sign mounted parallel to a wall of any building extending 18 inches or less horizontally from the structure to which it is affixed.

Window sign means a temporary business sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

Sec. 53-3. Sign districts.

There are hereby created the following sign districts:

- (1) *Sign district A.* Sign district A shall include all property located in the city limits and extra territorial jurisdiction (unless prohibited or restricted by V.T.C.A., Local Government Code § 216.902) within 200 feet of the right-of-way of State Highway 288 and its frontage roads.
- (2) *Sign district B.* Sign district B shall include all property located in the city limits with frontage on State Highway 6 and all streets classified as a Arterial or Parkway per the Master Thoroughfare Plan zoned light commercial (LC), heavy commercial (HC), highway mixed use (HMU) and PUD districts as defined by the city's zoning ordinance, located with frontage on State Highway 6 in the city's extra territorial jurisdiction (unless prohibited or restricted by V.T.C.A., Local Government Code § 216.902), and is not located within sign district A.
- (3) *Sign district C.* Sign district C shall include all property in the city limits that is not located within sign district A or sign district B.
- (4) *Sign district D.* Sign district D shall include all property within the city's extraterritorial jurisdiction (unless prohibited or restricted by V.T.C.A., Local Government Code § 216.902) that is not located in sign district A, sign district B, or sign district C.

Sec. 53-4. Permit required.

Except as provided in section 53-10 (a), it shall be unlawful for any person to erect, relocate, or structurally alter, any sign or other advertising structure as defined in section 53-2, without first obtaining a sign permit from the sign administrator and paying the permit fee required by section 53-7. No permit is required for change of copy or message or for repair, repainting, or maintenance that does not entail structural change.

Sec. 53-5. Application for sign permit.

An application for a sign permit shall be made upon a form provided by the sign administrator and shall contain and have attached the following information:

- (1) The name, address, email address, and telephone number of the applicant;
- (2) The location of the building, structure, or lot to which or upon which the sign or other advertising structure is to be attached or erected;
- (3) A site plan illustrating buildings, structures, and/or rights-of-way, sidewalks and driveways;
- (4) Two drawings of the plans and specifications of the sign and a description of the proposed method of construction and attachment to the building or on the ground;
- (5) A certification and/or calculations showing that the sign is designed to meet the wind pressure and dead load requirements of the International Building Code and all other laws and ordinances of the city. The building official may require such certification and calculation to be made by a registered professional engineer if the sign is in excess of six feet in height or 50 square feet in area.

- (6) The name of the person erecting the sign;
- (7) The written consent of the owner of the building, structure, or land to which or on which the sign is to be erected if the owner of such property is different from applicant;
- (8) Any required electrical permit; and
- (9) Such other information as the sign administrator shall require to show full compliance with this and all other laws and ordinances of the city.

Sec. 53-6. Permit issuance.

Upon the filing of an application for a sign permit, the sign administrator shall:

- (1) Examine the plans and specifications and the premises upon which the proposed sign shall be erected; and
- (2) Issue a permit if the proposed sign complies with the requirements of this chapter and all other laws and ordinances of the city. If the work authorized under a sign permit is not completed within six months after the date of issuance, the permit shall become null and void.

Sec. 53-7. Permit fee.

Every applicant, prior to issuance of a permit pursuant to section 53-6, shall pay to the city a nonrefundable fee. Such fees shall be adopted by resolution and may be revised as often as the city council deems necessary.

Sec. 53-8. Revocation of permit.

The sign administrator may revoke any permit where there has been a violation of the provisions of this chapter or a misrepresentation of fact on the permit application.

Sec. 53-9. Number, date, and voltage.

- (a) Every permitted sign or other advertising structure shall display in a conspicuous place on such sign or structure, in letters no less than one inch in height, the date of erection, the permit number, and the voltage of any electrical apparatus used.
- (b) The top of all signs and sign structures shall have a minimum vertical clearance from any other structure of 14 feet, and shall have a clearance equal to its height from any transmission line carrying 750 volts or greater.

Sec. 53-10. Allowed signs.

- (a) The following signs are allowed in all districts and do not require a permit:

(1) *Temporary real estate signs.* Temporary real estate signs advertise the sale, rental, or lease of the premises upon which the sign is located.

a. Nonresidential districts and/or uses. Temporary real estate signs not exceeding 32 square feet in area are permitted in nonresidential districts.

b. Residential districts and/or uses. Temporary real estate signs not exceeding 16 square feet in area in residential districts and/or residential uses. Temporary real estate signs not exceeding 32 square feet in area are allowed in residential districts and/or uses for properties fronting on a major thoroughfare, parkway, arterial, or collector as identified in the city's thoroughfare plan, as amended from time to time.

c. All temporary real estate signs shall be removed not later than ten days following the sale, rental, or lease of the subject property.

d. All temporary real estate signs shall only be located on private property;

(2) *Temporary political signs.* Temporary political signs concerning candidates for public office and ballot issues, if the sign does not have an effective area greater than 36 feet, is not more than eight feet high, is not illuminated, and has no moving parts. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than ten days after the date of the election or referendum. Political signs for candidates who are in a run-off shall be allowed to remain until ten days after their run-off election. Such signs shall only be located on private property;

(3) *Temporary garage or yard sale signs.* Temporary signs advertising the date, time, and location of a garage or yard sale and not exceeding four square feet in area. Such signs shall be erected not more than three days prior to and removed not later than one day after the date of the sale;

(4) *Vehicular and pedestrian signs.* Public signs regulating vehicular or pedestrian traffic or designating or giving direction to streets, schools, hospitals, historical sites, or public facilities;

(5) *Flags.* Flags of any government or governmental agency or any patriotic, religious, charitable, civic, educational, or fraternal organization and not exceeding 40 square feet in area or as permitted for an attention getting device sign;

(6) *Temporary displays and decorations.* Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration. Such signs shall be erected not more than 45 days before the holiday or celebration and removed not later than ten days after such holiday or celebration;

(7) *Hand-held signs.* Hand-held signs of a noncommercial nature not set on or affixed to the ground and not exceeding ten square feet in area;

(8) *Temporary contractor signs.* Temporary signs identifying the architect, engineer, developer or contractor when placed upon construction sites and not exceeding 64 square feet in area and one

per site location. Such signs shall not be erected prior to approval of a site plan and shall be removed not later than ten days after completion of the project;

(9) *Memorial or commemorative signs.* Memorial or commemorative plaques or tablets denoting a building name and/or date of erection or a location of historic significance and not exceeding four square feet in area;

(10) *Informational signs.* Any sign for informational (non-advertisement) purposes not exceeding one square foot in area with letters not exceeding four inches in height;

(11) *Property identification signs.* Property identification signs indicating address and/or name and not exceeding two square feet in area located on property used for residential purposes or five square feet in area located on property used for business purposes; and

(12) Signs within a ball park or other similar recreational facility and which cannot be seen from an adjacent street or adjacent properties;

(13) *Attention Getting Device Sign.*

- a. Attention getting device signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;
- b. All attention getting device signs shall be kept in good repair (i.e., not tattered, faded, or frayed); and
- c. All attention getting device signs shall be on-premise.

(b) The following signs are allowed in all districts and require a permit:

(1) *Historical signs.* Signs which are an integral part of the historical character of a designated historic district or a building that has been designated a landmark;

(2) *Community event signs.* Temporary signs advertising special community events or other community activities sponsored by nonprofit organizations, governmental entities, or churches. Such signs shall not exceed 32 square feet in area, shall not be erected more than 30 days in advance of the event and shall be removed within ten days after such event. Temporary signs shall be securely anchored and shall not exceed seven feet in height from ground level;

(3) *Occupation signs.* Signs identifying the name and profession of the occupant of a business establishment and not exceeding two square feet in area;

(4) *Temporary business signs.* Temporary business signs shall be permitted provided, that:

- a. Temporary business signs of combustible material shall not exceed 60 square feet in area;
- b. Temporary business signs weighing in excess of 50 pounds must conform to the safety requirements of the building code of the city and must be approved by the sign administrator;
- c. Temporary business signs shall not extend over or into any street right-of-way, alley, sidewalk, or other public thoroughfare;
- d. Temporary business signs shall be attached with wire or steel cables. Strings, ropes,

or wood slats for anchorage or support purposes shall not be permitted;

e. Temporary business signs shall not be allowed to remain for a period exceeding 15 days in a six-month period;

f. Temporary business signs must be on-premise signs; and

g. Only one temporary business sign may be displayed at any given time.

(5) *Governmental entity signs.* Signs erected by the city, the state (including its political subdivisions, such as school districts), or the United States government, or otherwise required by federal, state, or local laws;

(6) *Directional or informational signs.* Directional or informational signs shall be no more than four feet in height with a maximum area per side of six square feet;

(7) *Electronic changeable message signs.* An electronic changeable message sign may be allowed, provided that:

a. The size of the changeable area is no larger than 25 percent of the overall permitted sign.

b. 1. For sign districts A and B, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9); or

2. For sign districts C and D, the message is displayed for a minimum of 15 seconds without changing, flashing, or scrolling; and the sign does not conflict with section 53-11(9).

c. No internal or external illumination of the LED screens will be allowed to operate between the hours of 10:00 p.m. and 6:00 a.m. when located within 100 feet from a residential zoning district (measured from lot line to lot line).

d. Maximum illumination will be determined by the difference between ambient light and full wattage and this difference cannot be more than .2 footcandles at 75 feet. The owner will provide annual reports certifying illumination does not exceed stated limits and will conduct tests in response to any complaints received by the city concerning the light from the sign.

e. Maximum nit wattage is 6,500.

(8) *Wall signs.* Each business establishment is allowed wall signage not exceeding the total square feet of the facade to which it is affixed:

a. Fifteen percent of the business frontage or a maximum 200 square feet for the side with the principal entrance;

b. Ten percent of the business frontage or a maximum 150 square feet for the side(s) fronting on a public street;

c. Ten percent of the business frontage or a maximum 150 square feet for all other sides;

d. Ten percent per side for canopies related to a business;

e. A maximum of 32 square feet for freestanding menu boards in addition to wall signs; or

f. Wall signage may not project above the lower edge of the roof line or parapet of a building.

- (9) Home business sign. A home business sign may have one non-illuminated sign with a maximum area of two square feet; and
 - (10) Menu board sign. A menu board sign shall be designed to be read from a distance no greater than ten feet.
- (c) Notwithstanding any other provision of this chapter, any sign that may display a commercial message may also display any noncommercial message, either in place of or in addition to the commercial message, so long as the sign complies with other requirements of this chapter.

Sec. 53-11. Prohibited signs.

Signs prohibited in all districts by this chapter include, but are not limited to, the following:

- (1) Signs which are inadequately maintained so as to show evidence of deterioration, including peeling, rust, dirt, fading, discoloration, loss of illumination, or holes. Damaged signs shall be repaired or removed within 30 days of receipt of notice from the city;
- (2) Signs which advertise a business or product, which is no longer in existence. Abandoned or outdated signs shall be replaced or removed within 30 days of receipt of notice from the city;
- (3) Signs which are erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape;
- (4) Signs which obstruct free and clear vision at any street intersection;
- (5) Signs which interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color;
- (6) Signs which use the words "stop," "look," "go slow," "caution," "danger," "warning," or any other word, phrase, symbol or character in a manner that interferes with, misleads, or confuses traffic;
- (7) Signs which constitute a hazard to safety or health by reason of inadequate design, construction, repair, or maintenance;
- (8) Signs which are illuminated with lights that cause a glare into or upon the surrounding area or any property used for residential purposes or which distract operators of vehicles or pedestrians on a public right-of-way;
- (9) Signs which display any matter in which the dominant theme of the material taken as a whole appeals to a prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value;
- (10) Signs which are painted on or attached to a motor vehicle used primarily for the display of such sign. This section shall not prohibit the identification of a business or its products or services on a vehicle operated and parked in a manner appropriate to the normal course of business;
- (11) Signs attached to or located upon outdoor exposed amenities such as trees, street signs, utility poles, or fences, which are visible from any street;

(12) Signs which are off-premises signs;

(13) Signs or portions thereof which are located on, or project or extend over, any public right-of-way, any public sidewalk, street, alley, or other public property;

(14) Snipe signs or bandit signs except as pre-permitted between the hours of 5:00 p.m. on Friday and 7:00 a.m. on Monday, provided no such sign shall be located less than 100 feet from another such sign; ~~and~~

(15) Pole signs; and

(16) Sign types not strictly permitted in Section 53-10.

Sec. 53-12. Additional signs allowed in sign district A.

Business establishments within sign district A shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) Column signs.

- a. Each business establishment in sign district A is permitted one column sign, which shall be supported by not less than two columns, with the depth of the column not less than the depth of the sign; provided, however, that the width of the column shall not be less than three feet. The message area of such column sign shall not exceed 550 square feet in area. The height of such column shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign message area shall not be less than 15 feet above the surrounding finished grade level. Such column sign shall not exceed 22 feet in width. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. Each column sign shall be positioned perpendicular to the roadway on which the property on which the sign is located faces. The support structure shall be visibly marked if such column sign is located in a parking area. Each business establishment in sign district A with more than 200 feet of frontage on State Highway 288 or its frontage road shall be permitted one additional sign as described in this section. No single business shall exceed 20 square feet of sign space on any one column sign.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.

(2) Monument signs.

- a. In lieu of, and not in addition to, a column sign, each business establishment is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.

- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

Sec. 53-13. Additional signs allowed in sign district B.

Business establishments within sign district B shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs allowed under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment with frontage on State Highway 6 is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district B shall have a minimum distance of 200 feet between them when possible.

Sec. 53-14. Additional signs allowed in sign district C.

Business establishments within sign district C shall be allowed signage in accordance with section 53-10 and the provisions of this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district C shall have a minimum distance of 200 feet between them when possible.

Sec. 53-15. Additional signs allowed in sign district D.

Business establishments within sign district D shall be allowed signage in accordance with the

provisions of section 53-10 and this section. If, however, such business establishment is part of a shopping center or an integrated business development, the signage allowed shall be as provided in section 53-16. A permit is required for the signs permitted under this section.

(1) *Column signs.* Column signs are prohibited.

(2) *Monument signs.*

- a. Each business establishment is permitted one single or double-faced monument sign not exceeding 24 square feet in area and not exceeding six feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to approval by the sign administrator to ensure that such location does not cause an obstruction to the view of traffic or create a hazard to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition, monument signs in sign district D shall have a minimum distance of 200 feet between them when possible.

Sec. 53-16. Shopping center and integrated business developments.

Shopping centers and integrated business developments shall be allowed signage in accordance with section 53-10 and the provisions of this section. A permit is required for the signs allowed under this section.

(1) *Sign district A.*

- a. Each shopping center or integrated business development with more than 200 feet of frontage on State Highway 288, or its frontage road is permitted one column sign not exceeding 550 square feet in area. Such column sign shall not exceed 40 feet in height, including the supporting structure, above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width. The bottom of such sign shall not be less than 15 feet above the surrounding finished grade level. Such column sign may have a reader panel attached to it, however, a reader panel shall be included in the calculation of total sign area. The support structure shall be visibly marked if such column sign is located in a parking area.
- b. A column sign shall be located such that all parts of such sign are a minimum of ten feet from all property lines.
- c. In lieu of a column sign, a shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level.
- d. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

(2) *Sign district B.*

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding ~~[50]~~ 100 square feet in area plus an additional

10 square feet for each business establishment located in such shopping center or integrated business development, or 150 square feet, whichever is less, and not exceeding [42] 15 feet in height above the surrounding finished grade level. Additionally, each monument sign shall not exceed 22 feet in width.

- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed ~~[four]~~ 15 feet in height above the surrounding finished grade level. ~~[Such additional sign shall not exceed 16 square feet in area plus an additional five square feet for each business establishment located in such shopping center or integrated business development.]~~ The total sign area of both signs combined shall not exceed ~~[400]~~ 250 square feet ~~[plus an additional five square feet for each business establishment located in such shopping center or integrated business development.]~~

(3) Sign district C.

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding ~~[24]~~ 50 square feet in area plus an additional ~~[three]~~ five square feet in area for each business establishment located in such shopping center or integrated business development, or 100 square feet, whichever is less, and not exceeding ~~[six]~~ 10 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.
- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed ~~[four]~~ 10 feet in height above the surrounding finished grade level. Such additional sign shall not exceed ~~[16]~~ 50 square feet in area ~~[plus three square feet for each business establishment located in such shopping center or integrated business development].~~ The total sign area of both signs combined shall not exceed ~~[40]~~ 150 square feet ~~[plus an additional three square feet for each business establishment located in such shopping center or integrated business development].~~

(4) Sign district D.

- a. Each shopping center or integrated business development is permitted one single or double-faced monument sign not exceeding ~~[24]~~ 50 square feet in area plus an additional ~~[three]~~ five square feet in area for each business establishment located in such shopping center or integrated business development, or 100 square feet, whichever is less, and not exceeding ~~[six]~~ 10 feet in height above the surrounding finished grade level.
- b. The location of a monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle

corresponding to the nearest street intersection.

- c. An additional monument sign may be permitted for each shopping center or integrated business development that is on the corner of an intersection of two public streets. One sign shall face each adjacent street. Such additional sign shall not exceed ~~[four]~~ 10 feet in height above the surrounding finished grade level. Such additional sign shall not exceed ~~[16]~~ 50 square feet in area ~~[plus three square feet for each business establishment located in such shopping center or integrated business development]~~. The total sign area of both signs combined shall not exceed ~~[40]~~ 150 square feet ~~[plus an additional three square feet for each business establishment located in such shopping center or integrated business development]~~.

Sec. 53-17. Permanent identification signs.

- (a) *Single-family residential subdivisions.* Single-family residential subdivisions are permitted permanent monument signs at each major entrance to the subdivision. The total sign surface area at each entrance shall not exceed 32 square feet in area and shall not exceed six feet in height above the surrounding finished grade level. The location of the monument sign shall be outside of the sight distance triangle corresponding to the nearest street intersection and is subject to approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians. Subdivisions which consist of more than one platted section are allowed an additional monument sign of not more than 16 square feet in area and not exceeding six feet in height for each major entrance to each section therein; however, in the case where the major entrance to the subdivision is also a major entrance to a section of the subdivision, that entrance shall be limited to a monument sign of not more than 32 square feet.
- (b) *Multifamily dwelling complexes.* A townhouse, condominium, or apartment complex is permitted one single or double-faced monument sign on the premises, not exceeding 50 square feet in area and not exceeding 12 feet in height above the surrounding finished grade level. The location of the monument sign is subject to the approval of the sign administrator to ensure that such location does not create hazards to traffic or pedestrians; provided, however, all monument signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection. In addition to a monument sign, each multifamily dwelling complex is permitted one wall sign not exceeding in total square feet ten percent of the facade to which it is affixed. A wall sign may not project above the roof line of a building, except for buildings with parapet walls, in which case the signage shall be flush with the wall and shall not project above the parapet.
- (c) *Permit required.* A permit is required for the signs allowed under this section.

Sec. 53-18. Portable signs.

- (a) *Portable signs for business establishment.* An on-premises portable sign shall be permitted for use by a business establishment for the initial opening of such business for a period not exceeding 30 days. An on-premises portable sign may also be permitted for use by a business establishment for a maximum period of 30 days per calendar year.
- (b) *Portable signs for nonprofit organization.* On-premises portable signs shall be permitted for use on a temporary basis by nonprofit organizations for a maximum period of 15 days per calendar year.

- (c) *Permit required.* A permit is required for any portable sign allowed under subsections (a) and (b) of this section. The location of a portable sign must be approved by the sign administrator to ensure that such location does not create hazards to traffic or pedestrians.
- (d) *Maximum area.* The maximum area per side of a portable sign shall not exceed 32 square feet.
- (e) *Conformance to city building code and electrical code.* Portable signs shall be securely anchored and constructed and erected in accordance with the city's building code and electrical code.
- (f) *Location; property lines and intersections.* Portable signs shall be located outside of the sight distance triangle corresponding to the nearest street intersection.

Sec. 53-19. Nonconforming signs.

A permanent sign erected within the city prior to the effective date of the ordinance from which this section is derived, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

- (1) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this chapter.
- (3) *Removal of unlawful signs.* In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this chapter, the sign administrator shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for said sign, to remove the sign or bring the sign into compliance with this chapter. If such order is not complied with within ten days, the sign administrator shall revoke the sign permit.
- (4) *Placement and removal of signs.* All signs shall be placed by the owner or the party in control of the property or with the permission of such owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this chapter.
- (5) *Conformance.* Nonconforming temporary business signs and portable signs shall be removed or made to conform with the provisions of this chapter within 30 days after the effective date of the ordinance from which this section is derived.

Sec. 53-20. Periodic inspection.

The sign administrator shall inspect periodically, or whenever deemed necessary, each sign or other advertising structure regulated by this chapter for the purpose of ascertaining whether the sign structure is unsafe, in need of repair, not in conformance with the permit application, or otherwise in

violation of the provisions of this chapter.

Sec. 53-21. Reserved.

Sec. 53-22. Penalty.

Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Section 2. Penalty. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 3. Repealer. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Severability. In the event any 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 the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____, 2023.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

ORDINANCE NO. 2023-O-48

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 5.01 of The City Charter provides that the administrative departments of the City of Manvel are as established by the Charter and as may be established by ordinance; and

WHEREAS, additionally, section 5.01 states that the city council has the power to discontinue, re-designate, or combine any of the departments and/or administrative offices, by ordinance; and

WHEREAS, the City Council of the City of Manvel seeks to reorganize the administrative departments of the City and adopt a new Organization Chart as a result of said reorganization.

NOW THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, THAT:

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Consistent with section 5.01 of The City Charter, the administrative departments of the city are formally established and ratified as the following:

(1) Officers/departments established by the Charter:

City Manager
City Attorney
City Secretary
Municipal Court Judge

(2) Administrative departments established by Charter:

Municipal Court (Admin); and

(3) Administrative departments established/ratified by ordinance herein

Personnel Department
Finance Department
Development Services Department
Public Works Department
Public Safety Department

Section 3. Except as provided by the Charter, the city manager is authorized to appoint, suspend, and/or remove all or any one of the directors of departments, with the concurrence of the city council. As provided by section 5.02 of The City Charter, the city manager has the authority to appoint, suspend, and/or remove all other employees of the city

Section 4. The Organizational Chart for officers and employees of the City of Manvel, a copy of which is attached hereto as Exhibit A, and for all things made a part hereof, is hereby adopted and approved as the Organizational Chart for the City of Manvel.

Section 5. All ordinances, resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

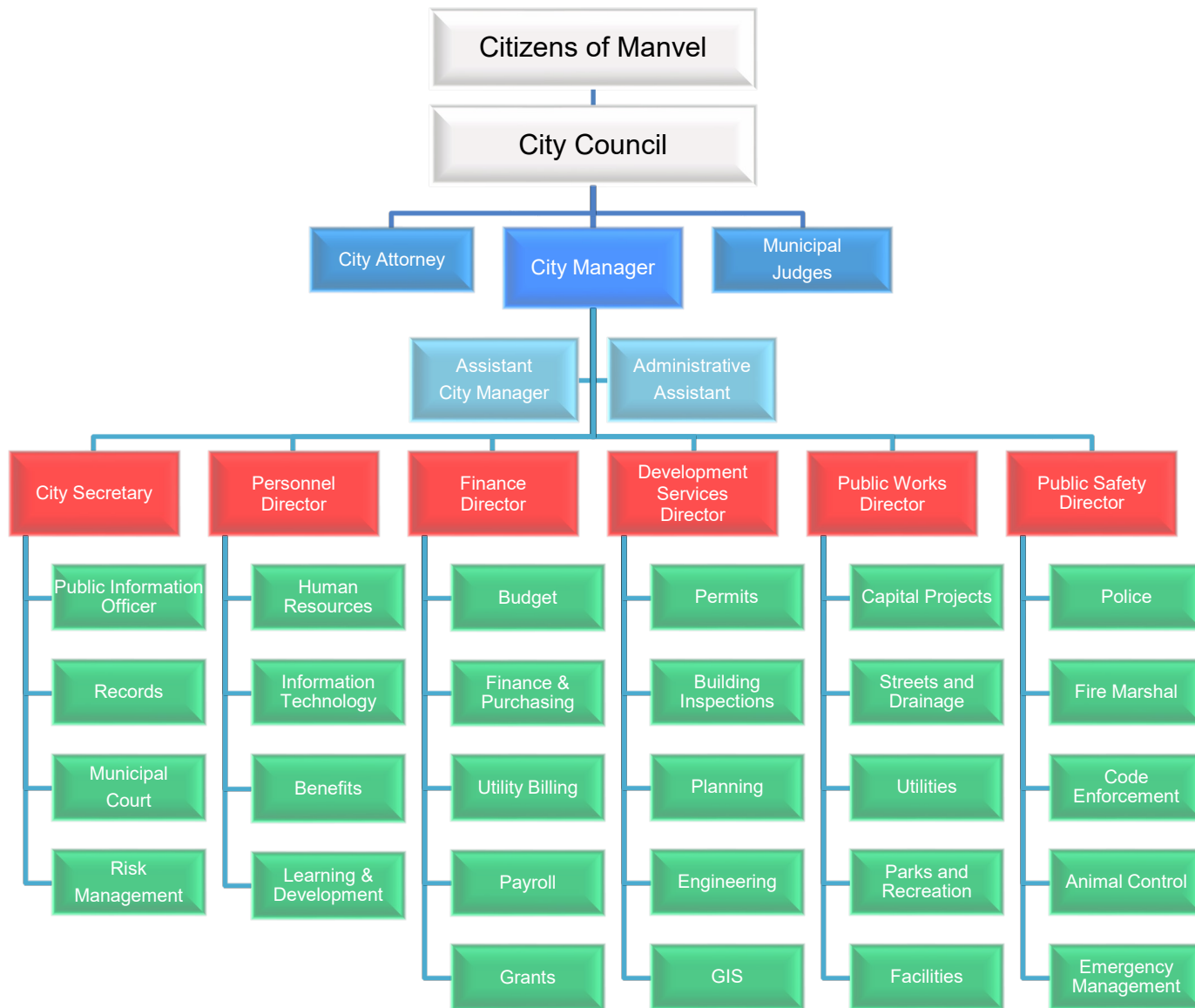
PASSED AND APPROVED on first reading this _____ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2023.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary



Legend

Council Appointments

Council Concurrence

City Manager Appointments

ORDINANCE NO. 2023-O-26

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, RENAMING THE COMMUNITY SERVICES DEPARTMENT OF THE CITY AS THE PUBLIC WORKS DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 5.01 of The City Charter provides that the administrative departments of the City of Manvel are as established by the Charter and as may be established by ordinance; and

WHEREAS, additionally, section 5.01 states that the city council has the power to discontinue, re-designate, or combine any of the departments and/or administrative offices, by ordinance; and

WHEREAS, in 2021 by Ordinance No. 2021-O-15, the City Council formally established and ratified the current administrative departments of the city; and

WHEREAS, the City Council of the City of Manvel seeks to rename an administrative department of the City.

NOW THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, THAT:

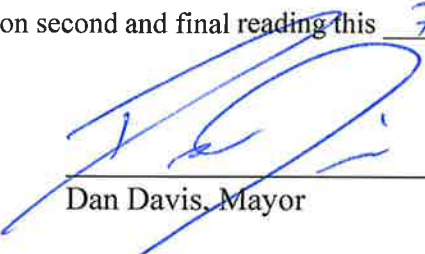
Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Consistent with section 5.01 of The City Charter, the Community Services Department is formally renamed as the Public Works Department. The City Council directs that all future organization charts reflect this change.

Section 3. All ordinances, resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED on first reading this 24 day of July, 2023.

PASSED, APPROVED, AND ADOPTED on second and final reading this 7 day of August, 2023.



Dan Davis, Mayor

Attest:



Tammy Bell, City Secretary



ORDINANCE NO. 2021-O-31

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 5.01 of The City Charter provides that the administrative departments of the City of Manvel are as established by the Charter and as may be established by ordinance; and

WHEREAS, additionally, section 5.01 states that the city council has the power to discontinue, re-designate, or combine any of the departments and/or administrative offices, by ordinance; and

WHEREAS, traditionally the city adopted the Organizational Chart by resolution, which in the past has included re-designation and creation of departments; and

WHEREAS, in 2021 by Ordinance No. 2021-O-15, the City Council formally established and ratified the current administrative departments of the city; and

WHEREAS, the City Council of the City of Manvel seeks to reorganize the administrative departments of the City and adopt a new Organization Chart as a result of said reorganization.

NOW THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, THAT:

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Consistent with section 5.01 of The City Charter, the administrative departments of the city are formally established and ratified as the following:

- (1) Officers/departments established by the Charter:

City Manager

City Attorney

City Secretary

Municipal Court Judge

- (2) Administrative departments established by Charter:

Municipal Court (Admin); and

- (3) Administrative departments established/ratified by ordinance herein:

Department of Development Services

Department of Community Services

Department of Administrative Services
Police Department
~~[Department of Fire Safety and Code Enforcement]~~
Department of Fire Safety

Section 3. Except as provided by the Charter, the city manager is authorized to appoint, suspend, and/or remove all or any one of the directors of departments, with the concurrence of the city council. As provided by section 5.02 of The City Charter, the city manager has the authority to appoint, suspend, and/or remove all other employees of the city

Section 4. The Organizational Chart for officers and employees of the City of Manvel, a copy of which is attached hereto as Exhibit A, and for all things made a part hereof, is hereby adopted and approved as the Organizational Chart for the City of Manvel.

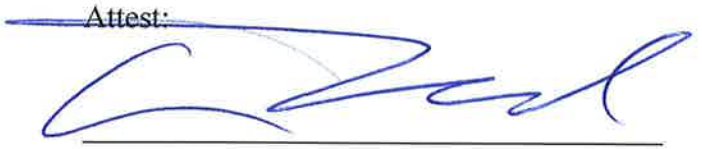
Section 5. All ordinances, resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED on first reading this 1 day of November, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this 15 day of November, 2021.

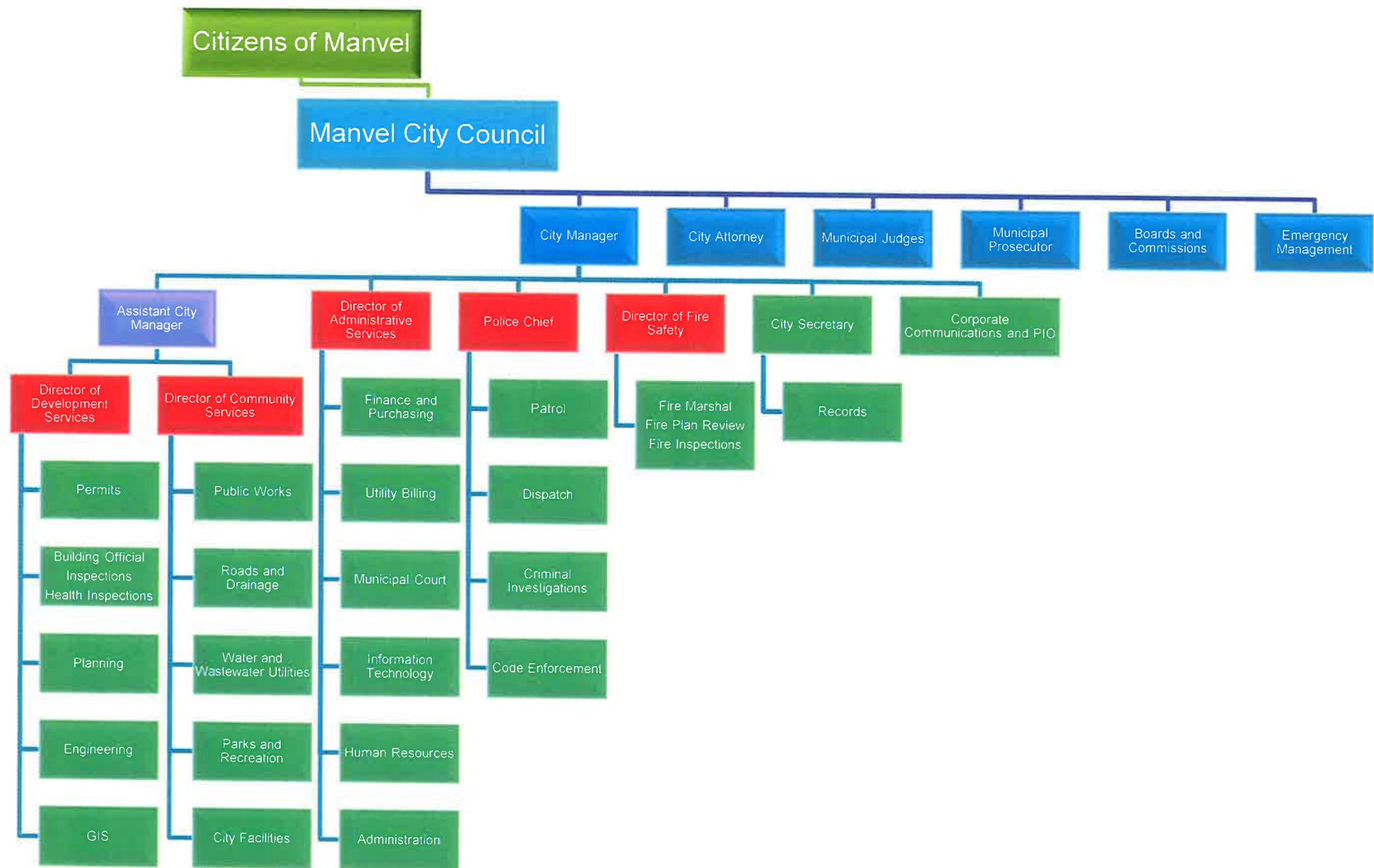

Debra Davison, Mayor

Attest:


Tammy Bell, City Secretary



City of Manvel Organizational Chart



Legend

Council appointments/State Law appointments

Departments

Divisions

Approved – 11/15/2021