



AMENDED
February 11, 2019
9:00 AM

bpurter

City of La Vernia
REGULAR CITY COUNCIL MEETING
City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

February 14, 2019
6:30 PM

AGENDA

1. Call to Order

2. Invocation, Pledge of Allegiance, and Texas Pledge (*Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*)

3. Citizens to be Heard

(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion)

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the November 8, 2018 Regular City Council Meeting
- B. Minutes from the January 10, 2019 Regular City Council Meeting
- C. Minutes from the February 1, 2019 Special City Council Meeting
- D. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of January 2019;
- E. Check Register and financial report for the month of January 2019

5. Discussion/Action

- A. Discuss and consider approval on Logo for new Water Tower.
- B. Discuss and consider approval on request for proposals for solid waste and recycle services.
- C. Discuss and consider re-appointing Planning & Zoning Commissioners, Gordon Bake, Marlin Tanneberger & Viola Robles.

6. Ordinances

- A. Discuss and consider approval of Ordinance No. 021419-01 to require Knox Boxes for new commercial structures.
- B. Discuss and consider approving Ordinance No. 021419-02 to call a General Election for the City of La Vernia on May 4th 2019 for the purpose of electing three (3) councilmembers.

7. Items Specific to Future Line Items on the Agenda

8. Adjourn

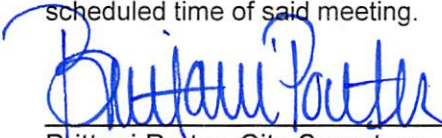
DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.086 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia City Council meetings are available to all persons regardless of disability. This facility is wheelchair accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email bporter@lavernia-tx.gov.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **February 11, 2019 at 9:30 A.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Brittani Porter, City Secretary



City of La Vernia
REGULAR CITY COUNCIL MEETING
City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

November 8, 2018
6:30 PM

Minutes

1. Call to Order – Mayor Gregory called the meeting to order at 6:30 PM and declared a quorum. Member absent, Councilman Hennette.

2. Invocation, Pledge of Allegiance, and Texas Pledge *Invocation was led by Mayor Gregory with a moment of silence honoring the 26 victims of the Sutherland Springs shooting, all in attendance recited the Pledge of Allegiance and the Texas Pledge.*

3. Citizens to be Heard- There were no citizens to be heard.

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the October 11, 2018 Regular City Council Meeting
- B. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of October 2018;
- C. Check Register and financial report for the month of October 2018

Motion: Councilman Poore made a motion to accept the consent agenda as presented, seconded by Council Cormier. **Motion passed: 4-0.**

5. Public Hearing

- A. **Public Hearing to receive public comments regarding the replat at 201 Dry Hollow Rd., La Vernia, Texas 78121.**

Public Hearing was opened at 6:31 PM for comments with no comments to be made or heard it was closed at 6:31 PM.

6. Discussion/Action

- A. **Discuss and consider action on the replat of 201 Dry Hollow Rd., La Vernia, Texas 78121.**

Mayor Gregory asked staff what the recommendation by the Commission was and staff advised they approved recommending to City Council to move forward with the replat. Staff advised that the plat is going to be replatting into 3 plats with the house being on the odd shaped lot. Staff also advised that reason for the replat was possible duplexes and that all building requirements would be met to code.

Motion: Councilman Cormier made a motion to approve he replat at 201 Dry Hollow Rd., seconded by Councilman Doege. **Motion passed: 4-0.**

- B. **Discuss and consider action on the approval for going out to bid the Water Transmission Line and Filter Plant Expansion located on CR 342.**

Motion: Councilman Poore made a motion to approve going out to bid the Water Transmission Line and Filter Plant expansion located on CR 342, seconded by Councilwoman Recker. **Motion passes: 4-0.**

7. Ordinances

- A. Discuss and Approve an Ordinance Amending the FY2018 Budget for End of Year.** City Administrator stated that some revenues were over, to include water, which was to be expected.

Motion: Councilman Cormier made a motion to approve an ordinance amending the FY 2018 Budget for End of Year, seconded by Councilman Doege. **Motion passes: 4-0.**

8. Resolutions

- A. Discuss and consider a Resolution approving Comprehensive Plan Update Fee Proposal Agreement with M&S Engineering.**

Motion: Councilman Poore made a motion approving the Comprehensive Plan Update Fee Proposal Agreement with M&S Engineering, seconded by Councilman Cormier. **Motion passes: 4-0.**

- B. Discuss and consider a Resolution approving the Creation of Unified Development Code Fee Proposal Agreement with M&S Engineering.**

Motion: Councilman Poore made a motion approving the Creation of Unified Development Code Fee Proposal Agreement with M&S Engineering, seconded by Councilman Cormier. **Motion passed: 4-0.**

- C. Discuss and consider a Resolution approving a contract extension with City Engineer Civil Engineering Consultants to include new fees.**

Motion: Councilman Cormier made a motion to approve a contract extension with City Engineer Civil Engineering Consultants to include new fees, seconded by Councilwoman Recker. **Motion passes: 4-0**

- D. Discuss and consider a Resolution approving New Elevated Tower Contract with Landmark.**

Motion: Councilwoman Recker makes a motion approving new Elevated Tower contract with Landmark, seconded by Councilman Cormier. **Motion passes 4-0.**

9. Items Specific to Future Line Items on the Agenda – None at this time.

10. Adjourn – Councilman Poore made a motion to adjourn the meeting, seconded by Councilman Cormier. The meeting was adjourned at 6:56 PM.

Robert Gregory, Mayor

Brittani Porter, City Secretary



City of La Vernia
REGULAR CITY COUNCIL MEETING
City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

January 17, 2019
6:30 PM

Minutes

1. **Call to Order** – Mayor Gregory called the meeting to order at 6:30 P.M. and declared a quorum. Member absent, Councilman Cormier.
2. **Invocation, Pledge of Allegiance, and Texas Pledge** *Invocation was led by Mayor Gregory, all in attendance recited the Pledge of Allegiance and the Texas Pledge.*
3. **Citizens to be Heard** – There were no citizens to be heard.

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the December 13, 2018 Regular City Council Meeting
- B. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of December 2018;
- C. Check Register and financial report for the month of December 2018

Motion: Councilwoman Recker made a motion to approve items B & C, bringing the correct minutes to approve at February's meeting, seconded by Councilman Hennette.
Motion passes: 4-0.

5. Presentation

- A. **A presentation to Elle Anderson for her singing of the National Anthem at City Events over the last year**
Mayor Gregory stated that Ms. Elle Anderson has a God given talent and voice, the city is honored to have her apart of city events to sing for us. Mayor Gregory and staff gave Ms. Anderson a small gift as a taken of our appreciation for all she has done.
- B. **Present a proclamation to La Vernia Urgent Care of La Vernia for the Guardian Excellence Award**
Dr. Derek Guillory and staff were presented a proclamation read by Mayor Gregory. Dr. Guillory stated he owes a tremendous benefit to the citizens around because this would not be possible without them. The award is based upon commitment to service, clinical services and patient care to name a few. He stated the award is only given to a few through the nation and they were honored to be one of them.
- C. **Presentation from Armstrong, Vaughn & Associates regarding the FY 2018 Annual Audit.**
Mr. Phil Vaughn presented the FY Audit for 2018. He stated we are in great shape. He stated three items he wanted to go over were, Budget performance reviews were identical; flat right on. Departments were under budget by 144K, increasing fund balance represents 12 months of operating costs in which we have. Lastly, Utility Fund revenue

decreased net portion which was caused by the decrease in water from a wet year. Mr. Vaughn stated Yvonne has done an outstanding job with the financials in which he stated he has worked with her in other cities and sees that she enjoys the financial aspects in which reflects here in La Vernia.

D. Presentation of Public Safety Award for National Night Out

Chief Ritchey stated this is their 6th year participating in NNO and he was disappointed that they were not in the top three. Top three get trophies. He stated he sees some room for improvement but certainly could not have done this without the community/citizens and all those that helped make the event yet another successful one. Chief Ritchey stated they place #1 in the State of Texas and # 5 in the Nation.

E. Presentation to the La Vernia Library for FY 2019 annual donation.

La Vernia Library was unable to be in attendance but would like to recognize them for all the efforts they have provided to the community.

6. Discussion/Action

A. Discuss and consider approval of Comprehensive Plan and Unified Development Code project schedule, status on current goals and the Internet Survey. (M&S Engineering).

Tom Turk and Brady Kosub of M&S Engineering spoke on behalf of the upcoming Comprehensive Plan. A schedule was provided to Council to go over the steps and dates to show how it is going to progress to include time frame. The first meeting is scheduled for Tuesday, February 26th at 6:30 PM with a possible location of the LV ISD Primary Cafeteria.

B. Discuss and consider action on a contract with LV ISD for Joint Election Agreement

Staff stated they had a meeting with the County and Theresa Watson from the school district to discuss the election. Council advised that shall the city have lack of opposition that it's recommended the school district contract with the county.

MOTION: Councilman Poore made a motion to approve a contract with LV ISD for Joint Election, seconded Councilwoman Recker. **Motion passes: 4-0.**

C. Discuss and consider the logo for the new elevated water tank.

Councilwoman Recker recommended the Flying LV with Bear or La Vernia with Bluebonnets as it represents the annual Bluebonnet Parade. Mayor Gregory mentioned the tower in San Marcos how it has a nice catch phrase. He stated a recommendation on his behalf would be "La Vernia" with "Welcome Home" underneath it. A consensus by council was recommended to solicit on Facebook asking for submissions from the community.

7. Ordinances

A. Discuss and consider approval of Ordinance No. 011719-01 for designating the City's official newspaper.

MOTION: Councilman Hennette approved Ordinance No. 011719-01 for designating the City's official newspaper as La Vernia News, seconded by Councilwoman Recker. **Motion passes: 4-0.**

B. Discuss and consider approval of Ordinance No. 011719-02 to require Knox Boxes at commercial buildings

Captain Blackenship from Wilson Co. ESD #1 spoke on the benefits of having a Knox box at a commercial location. He stated that it is an advantage to a property owner which can alleviate extra damage occurring on site if the Knox box were in place. Cpt. Blankenship advised that there is one key for the Knox box in which the fire department would be the only one to have possession of however, the key will only work for La Vernia business, it's not a universal key that would work in surrounding cities such as Floresville, Stockdale. He referenced a recent incident occurring at The Den in which it took the property owner over 30 minutes to get on location and had a Knox box been put in place it could have saved several items on site. He stated that many people are unaware of them but to educate and provide the benefits is something that needs to be shared. Mayor Gregory stated we would push the ordinance to next month and go to the Chamber Meeting in February and have a presentation to discuss the proposed ordinance. No action was taken.

8. Resolution

A. Discuss and consider approving Resolution 011819-01 to contract with Sun Shade for the park grant

MOTION: Councilman Hennette made a motion to approve Resolution 011719-01 to contract with Sun Cover using option 2 in the amount of \$17,603.00, seconded by Councilwoman Recker. Motion passes: 4-0.

B. Discuss and consider approving Resolution 011819-02 to adopt City's Investment Policy

MOTION: Councilman Poore made a motion to approve Resolution No. 011719-02 to adopt City's Investment Policy, seconded by Councilman Hennette. Motion passes: 4-0.

9. Items Specific to Future Line Items on the Agenda

- Knox Boxes
- Comprehensive Plan

10. Adjourn – Councilman Hennette made a motion to adjourn the meeting, seconded by Councilwoman Recker. The meeting was adjourned at 7:46 PM.

Robert Gregory, Mayor

Brittani Porter, City Secretary



City of La Vernia
SPECIAL CITY COUNCIL MEETING
City Council Chambers of La Vernia City Hall
102 E. Chihuahua Street, La Vernia, Texas 78121

February 1, 2019
4:30 PM

Minutes

1. Call to Order – Mayor Pro-Tem Cormier called the meeting to order and declared a quorum at 4:30 PM. Members absent: Councilman Hennette

2. Invocation, Pledge of Allegiance, and Texas Pledge *The Lord's Prayer was led by Councilman Cormier, all in attendance recited the Pledge of Allegiance and the Texas Pledge.*

3. Discussion/Action

A. Discuss and consider appointing Justin Oates to the Planning & Zoning Board of Commissioners.

MOTION: Councilwoman Recker made the motion to appoint Justin Oates to the Planning and Zoning Board, seconded by Councilman Doege. **Motion passes: 4-0.**

4. Adjourn – Councilman Poore made a motion to adjourn the meeting, seconded by Councilwoman Recker. The meeting was adjourned at 4:33 PM.

Robert Gregory, Mayor

Brittani Porter, City Secretary

La Vernia Police Department
Enforcement Statistics
January 2019

Case Type		
Criminal Complaints	13	20.00%
Incident	44	80.00%
	<hr/>	
Total	57	100.00%

CRIMINAL COMPLAINT - Offense Code

INDECENCY W/CHILD	2	15.00%
POSS CS PG 1	2	15.00%
THEFT	2	15.00%
STALKING	1	15.00%
POSS MARIJUANA	1	5.00%
TERRORISTIC THREAT	1	5.00%
CRIMINAL MISCHIEF	2	15.00%
DRIVING WHILE INTOXICATED	2	15.00%
	<hr/>	
Total	13	100.00%

INCIDENT - Offense Code

ACCIDENT INVOLVING DAMAGE TO V	9	18.00%
ALARM	2	3.00%
ASSIST OTHER AGENCY	4	10.00%
DISTURBANCE	1	2.00%
FUNERAL ESCORT	4	10.00%
INFO	11	25.00%
IMPOUND VEHICLE	5	17.00%
WELFARE CONCERN	3	5.00%
WARRANT SERVICE	1	2.00%
ASSIST PUBLIC	1	2.00%
MISSING PERSON	1	2.00%
DISTURBANCE	1	2.00%
FOUND PROPERTY	1	2.00%
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Total	44	100.00%

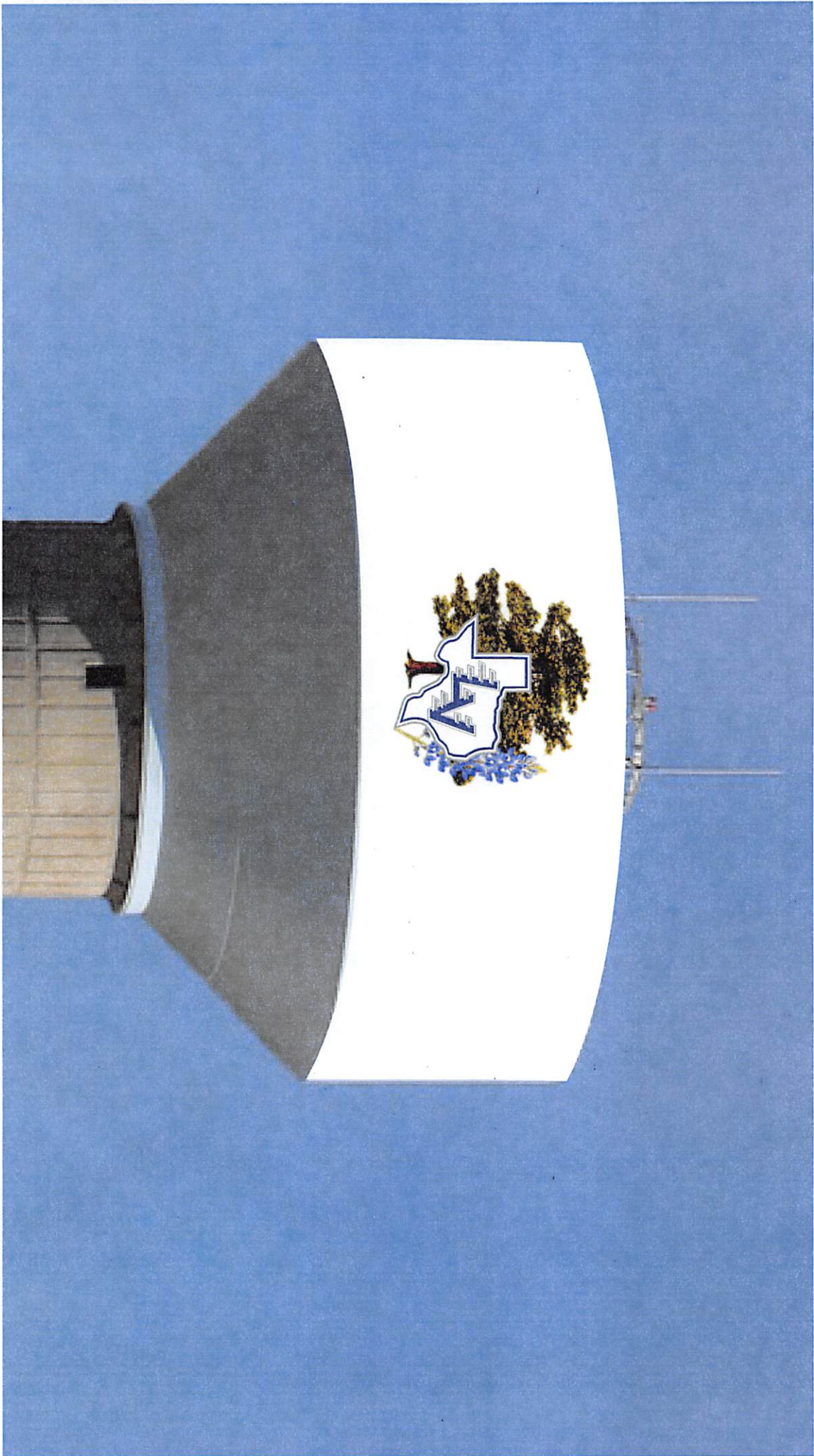
Citations

VIOLATIONS	81	65.00%
WARNINGS	63	35.00%
	<hr/>	
Total	144	100.00%



Bruce Ritchey
Chief of Police





LA VERNIA
BEARS



La Vernia
Est. 1900







CITY OF LAVERNIA



THIS IS BEAR COUNTRY

CITY OF LAVERNIA



THIS IS BEAR COUNTRY

INTRODUCTION AND SEQUENCE OF RESPONSE

The CITY of La Vernia ("CITY") seeks Proposals from qualified proponents interested in providing municipal solid waste services as described in this Request for Proposals (RFP). The successful proposer will be granted an exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract. This includes waste containers no greater than 10 cubic yards for construction debris removal.

Municipal solid waste services include refuse collection, disposal and bulk pick up services for the CITY of La Vernia. Selection shall be made on the basis of the proposals most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts." It is not a statutory competitive solicitation. The CITY reserves the right not to award the contract and to amend or negotiate terms of the contract after reviewing proposals that were submitted or at any time thereafter while proposals are pending. CONTRACTORS (Proponents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

Responses must follow the order and sequence of this Request.

The area of the CITY to be serviced by this Agreement is that area commonly known as the CITY of La Vernia. It is detailed in the map, Attachment B, which attachment is incorporated herein verbatim for all purposes. The attached map represents the approximate boundaries of the service area. This contract expects growth through additional development and monthly increases in service units as noted below. The CITY reserves the option to extend the physical boundaries of the CITY of La Vernia shown on the attached map at any time during the contract period.

2) GLOSSARY OF TERMS AND DEFINITIONS

Whenever used in this Request the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

- a. **Bulky Items and White Goods:** Household items consisting of large appliances, commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, and mattresses shall be picked up. The items have no size or weight limitations but are limited to residential items. Before Refrigerators, freezers, and air conditioners are picked up, the owner shall provide documentation to substantiate the freon has been properly removed by a certified Freon Remover Technician.
- b. **CITY:** THE CITY OF LA VERNIA, TEXAS.
- c. **Commercial Units:** A commercial unit is a non-residential unit receiving CITY services. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units, shall receive service from the CONTRACTOR on a predetermined scheduled based on number of days of service and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR.
- d. **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- e. **CONTRACTOR:** The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.
- f. **Director:** The Public Works Director
- f. **DISPOSAL SITE AND TONNAGE OBLIGATIONS:** The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility. Under this contract, waste delivered to CONTRACTOR's landfill or any legally permissible landfill approved by the CITY shall be credited toward the CITY's guaranteed tonnage requirement

under respective current disposal contracts, if any such contract is already held by the successful Proponent.

- g. **Hazardous Waste and Industrial Waste:** Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. Industrial waste is waste so defined by the Texas Commission on Environmental Quality (TCEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long-established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.
- h. **Monthly Solid Waste Fees:** Monthly fees charged by the CITY to all single-family residential units receiving solid waste services authorized by CITY Council.
- i. **Out-Of-Cycle Service:** Request there is no limitation on the number of yards of bulky items and white goods the customer request and pays for the removal. is available outside of the three (3) times a year bulky item collection schedule. A free estimate on the cost is provided to residents. A fee is charged based on the size of the load and prices fixed in an ordinance passed by the CITY Council (See Attachment A for Out-of-Cycle fee schedule summary). Charges shall be collected directly by the CONTRACTOR. Within 48 hours of payment, the CONTRACTOR shall collect the Out-of-Cycle request. There is no limit of the number of yards of bulky and white goods the customer requests and pays to remove.
- j. **Producer - (Generator):** A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential to dispose of municipal solid waste.

- k. **Request for Proposal and Contract Documents:** Request for Proposal refers to this request for proposal document and all attachments and amendments that may be made hereto. Also, it is the Agreement and Contract, when supplemented with a fully executed Agreement form.
- l. **Residential Garbage and Refuse:** All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.
- m. **Residential Unit:** Garbage collection and recyclable material collection services to single-family, residential units will be billed directly by the CITY. These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters.

3) **SCOPE OF SERVICES NARRATIVE**

The CONTRACTOR agrees to perform at least the following basic services and such other optional services as CONTRACTOR may tender in the enhanced proposal opportunity presented under Attachment L, provided such proposed optional services are found to be acceptable by the CITY for the public benefit, if any. CONTRACTOR will be providing proposals for once a week residential pickup.

Solid waste services shall be equivalent to the service level provided to other CITY residents of La Vernia. Such service levels to which the CONTRACTOR must perform are described in detail below and are summarized in the schedule in the Table I (Attachment C). Costs of all services and disposal are the responsibility of the CONTRACTOR and are to be included in the CONTRACTOR's proposed price.

- a. CONTRACTOR shall provide one curbside residential garbage collection and disposal service per week for each of the residential units located in the CITY of La Vernia. The CITY prefers that the CONTRACTOR retain the current day of garbage collection (Wednesday). These services are more thoroughly detailed in the Table contained in Attachment C-1 and C-2 attached and incorporated herein verbatim for all purposes.
- b. CONTRACTOR shall provide commercial services on a pre-determined schedule as per attachment C-2.

- c. CONTRACTOR will provide new, and replacement Carts to residents at no cost to the CITY within a reasonable timeframe following notice from CITY of the need for Cart(s). ~~The CONTRACTOR will charge a \$75.00 replacement fee per Cart if a replacement Cart is needed more than once every 12 months per home, unless the CONTRACTOR is negligent. The CONTRACTOR will bill the CITY on the monthly statement and the CITY may pass the fee on to the resident at its discretion.~~
- d. CONTRACTOR will provide the following containers and service at no charge to the CITY each year: If any haul or service is not utilized within the year they will not carry over to the next.
- i. ~~20 hauls per year for 40 yard roll-off containers~~ Dumpsters and/or roll-outs for annual city events ie: 4th of July, Christmas in the Park, Night in Ole La Vernia, St Ann's annual festival and Luther Church annual festival.
 - ii. ~~36 dumpsters~~ roll-offs, 22 roll-outs for city and park -for CITY use at locations designated by the CITY
 - ~~iii. Three (3) permanent roll-off containers at the CITY's transfer station. Two (2) forty yard containers and one (1) twenty yard container. Bulky items go in one forty yard container and tires will go in the second container. The twenty yard container will be utilized for smaller recycling items.~~
 - iii. 4 dumpsters twice a year for Spring/Fall Clean-up with additional pick-up if required.
- e. The CONTRACTOR shall render the following solid waste services pertaining to scheduled bulky items curbside pickups and illegal dump conditions:
- i. The CITY of La Vernia will provide a yearly calendar of the dates that bulk and white goods will be picked up based on the current sectional map. This will be available on the CITY Webpage and at CITY Hall. Bulky and White Goods will be collected three (3) times per year in March, July, and November. Up to ten (10) yards per household.

- ii. The CONTRACTOR shall organize and divide the area for bulky and white goods pickup so that the area targeted is collected in a one-week period. CONTRACTOR shall notify the CITY of any modification to White Goods and Bulky Item Collection and notification schedules at least a week in advance of such modifications to notice and performance. In addition, the CONTRACTOR shall notify the CITY, if CONTRACTOR is unable to complete collection in the targeted area within a one-week period. If a second delay occurs so that the CONTRACTOR is unable to finish the area within a second one-week period, the CITY reserves the right to use CITY personnel and equipment to complete collection within the target area and shall charge the CONTRACTOR for the CITY'S cost to address this lapse in service. The CITY will take into consideration delays due to inclement weather conditions.
- f. CONTRACTOR must abate violations of CITY'S Solid Waste Ordinance, within a 48- hour period. Cost of this service is to be included in CONTRACTOR'S proposal price. This requirement is underscored in Section 18 (y).
- g. Out-of-cycle white goods collection, is described in the Glossary, Section 18(p). An annual Citywide, clean-up event according to CITY Schedule (Attachment E). The CITY shall provide CONTRACTOR with a 30-day notice prior to event.
- h. CONTRACTOR shall provide a customer service office to facilitate service to the contracted service area. The CONTRACTOR shall provide the CITY with an emergency telephone number available for response on a 7 day, 24-hour basis.
- i. **Material and Equipment:** CONTRACTOR shall furnish all material and equipment necessary, at its own cost and at no cost to the CITY, to effectively serve the contracted area with solid waste collection and disposal. Such materials and equipment shall include, but are not limited to:
- i. collection vehicles for residential garbage and refuse pick up;
 - ii. bulky item collection vehicles;

- j. **Labor:** In addition to the materials and equipment set out in Sec. 2(n) above, CONTRACTOR shall supply all labor for all solid waste services required under this contract.
- k. **Transportation and Storage:** CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract.
- l. **Taxes and Governmental Fees and Charges:** The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes and charges, including the state solid waste levy fee in effect, and as such state fee may be modified during the life of this contract. In the event of the creation of a new tax subsequent to the date of commencement of service, the CONTRACTOR and CITY shall mutually agree upon compensation or adjustment for any new tax.
- m. **Deliverables to Accompany Proposal Response:** The CONTRACTOR hereby agrees to submit to the CITY of La Vernia, with its proposal response an Operation Plan for Service Delivery that consists of the following:
- i. A description of methodology that will be used for all solid waste services, i.e., garbage and white goods and bulky collection services. The proponent should outline how each service will be accomplished and performed by providing information, such as:
 1. Proposed days of service
 2. Times and hours of daily operation
 3. Collection equipment capacity dedicated to the Contract area
 4. Number of crews dedicated to service the contract area
 5. Crew size
 - ii. A customer service operation and telephone numbers to facilitate service to the contract area.
 - a. CONTRACTOR must outline their customer complaint resolution procedures.
 - b. CONTRACTOR must provide evidence of the ability to respond to service calls by the end of the business day of initial call. Proponent's past performance, if under an existing contract with

the CITY, will provide some evidence of ability to respond.

iii. Emergency telephone numbers and contacts for response on a 7-day, 24-hour basis.

o. **Landfill Approval and Tonnage Obligations, if any:** The CONTRACTOR shall identify which landfills and disposal sites that the CONTRACTOR intends to utilize prior to commencement of service. The Department shall provide written approval of the landfill and disposal sites selected prior to the Commencement of Services. The contract price is to include the cost of disposal. Under this contract, waste delivered to CONTRACTOR's landfill shall be credited toward the CITY's guaranteed tonnage requirement under existing current disposal contracts, if such a contract is held by the CONTRACTOR.

Failure to comply with all requisites of this section may result in the Proponent failing to qualify as a responsible proponent. A number of Attachments to facilitate some of these submissions are appended to this RFP. See also Table of Contents and Proposal Checklist, Attachment P.

p. **Holiday Schedules:** The CONTRACTOR shall provide to the CITY a garbage collection holiday schedule (*Attachment E*, incorporated herein verbatim for all purposes). Such schedule may be adjusted or modified during respective performance periods.

q. **Compliance:** The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance such as odors and litter. Proponents'/CONTRACTOR's attention is called to the Regulatory and Criminal History Warranty contained in Attachment J.

r. **Billing Protocols:** The CITY shall bill and collect from the residential and commercial units, within the contracted service area, that are receiving the solid waste collection services set out in this Contract proposal. The CITY shall bill in accordance with the monthly fee schedule established by the CITY Council of

the CITY of La Vernia. CONTRACTOR and the CITY will mutually agree on the number of units to be serviced at the start of the contract period. Thereafter, a residential unit count will occur at the end of each month. Mutual consent on the number of residential units to be served will be required from both parties in writing. The new house count will be effective at the start of each month. Count criteria:

- i. The CITY shall remit payment for services provided under this Agreement within thirty (30) days following the end of the month. No payment shall be provided for non-pickups.
- s. **Discontinuing Collection:** The CONTRACTOR shall, within 24 hours, discontinue garbage collection at any Residential or Commercial Unit identified in a written notice sent to the CONTRACTOR by the CITY. Upon further notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.
- t. **Records and Audit:** CONTRACTOR shall maintain books and financial records in accordance with generally accepted accounting principles. Such books and financial records, together with any documentation necessary for verification of CONTRACTOR's compliance with the terms of this contract, shall be made available to the CITY upon request. The CITY shall have the authority to audit, examine and make excerpts or transcripts from said books and records. Please see Section 16, Records Retention for retention periods.
- u. **Records Content.** For the CONTRACTOR'S monthly statement to the CITY for performance and progress payments, CONTRACTOR shall maintain records in a manner acceptable to the CITY, on tonnage collected, disposed, and marketed to properly reflect a measurement of curbside residential garbage collection and recycling material collected and marketed. Both the CONTRACTOR and the CITY acknowledge and agree that such information is necessary to document the success of the garbage collection program. The CONTRACTOR shall submit the completed Monthly Waste Collection Report (Attachment F, incorporated herein verbatim for all purposes) within ten (10) working days following the end of the month. This report shall accompany the invoice to the CITY.

**4) PERIODIC TERM OF CONTRACT, OPTIONAL TERM PERIODS and
COMPENSATION ADJUSTMENT**

The day ordained by CITY Council for commencing residential solid waste collection and disposal service for the area known as the CITY of La Vernia Contract 2019 shall be November 1~~January 1, 2019.~~

The term of this Contract shall be for a one (5) year period beginning on the date of commencement of service, as recited in the enabling Ordinance, approximately January-November 1, 2019 and the first term shall end ~~December~~October 31, 2024. All optional terms, if any, shall commence on January 1st.

The CITY shall have the option to renew this Contract for two~~five~~ (5)2 additional five~~one~~ (1)5 year terms. There is no guarantee to the CONTRACTOR that the CITY will exercise this option to continue this contract beyond the initial 60-month period.

CONTRACTOR understands and agrees that if the CITY exercises its renewal option under this Agreement for additional ~~one~~ five (1)5 year terms, the only adjustments to terms may be the CONTRACTOR's compensation amount, as per the formula below, and adjustment for decrease, increase or enlargement of the contract area. Modification of compensation for any renewal term shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. This adjustment shall not vary more than five percent (5%) from the base compensation amount for each respective term year, and over the potential life of the contract (includes 2~~5~~ optional term years) shall not exceed 15% of the original contract price fixed for the 2019 term year.

During the contract term, if the current level of CITY services as described in Table of Attachment C, is modified, the CITY reserves the right to renegotiate contract prices based on the level of services provided.

5) INTERRUPTION OF SERVICE

In the event that service is interrupted for any reason for more than forty-eight (48) hours, the CITY shall have the right to make temporary independent arrangements for the

purposes of continuing this necessary sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract.

6) TERMINATION OF CONTRACT

- a. Independent of termination for material breach or cause recited elsewhere, this Contract or any portion of it may be terminated by the CITY by giving thirty (30) days written notice to the CONTRACTOR. The CITY retains this termination option without liability for default.
- b. If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY in writing not less than ninety (90) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw, according to the terms of this contract.
- c. In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as may be necessary to continue customer services.

7) SECURITY AND PERFORMANCE BOND OR PERFORMANCE DESPOSIT IN LIEU OF PERFORMANCE BOND:

- a. **Proposal Deposit:** All Proponents must furnish the CITY OF LA VERNIA with a proposal deposit in the amount set forth in this Request for Proposal, being \$5,000.00. This deposit is submitted with the proposal response. No proposal is complete without the deposit which must be a cashier's check payable to the CITY of La Vernia. At conclusion of the solicitation and award process, this deposit will be returned to all Proponents. The deposits shall be retained by the CITY until a final contract is signed and all conditions necessary to the award are satisfied to vest the award in the successful Proponent. Deposits are intended to hold Proponents to the full execution of their respective proposals until conclusion of the award process.

- b) **Performance Bond:** If selected, the successful Proponent shall provide a performance bond made payable to the CITY of La Vernia, executed by a corporate surety, acceptable to the CITY, who is licensed pursuant to the Texas Insurance Code, in the full amount of the contract price as estimated by projection of the CITY. Said bond must be in a form acceptable to CITY and as required by statute governing public works contracts. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. The bond must be executed and delivered to CITY prior to The Performance Bond, and / or any alternative security for performance (as described below), must be current and in place for each respective term of the contract.
- c) In lieu of a statutory Performance Bond, a performance deposit shall be tendered in the form of a certified check in the full amount of the contract price upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the CITY of La Vernia), or a Certificate of Deposit from such bank or trust company assigned to the CITY or irrevocable letter of credit from a state or national bank or trust company in favor of the CITY.
- d) If a performance deposit is made, instead of a Performance Bond, it will be returned to the CONTRACTOR upon completion of the contract to the CITY's satisfaction.
- e) **Material Breach:** Subject to other provisions in this contract that may define specific termination options, failure of CONTRACTOR to perform any of the services required by this contract within thirty days of receipt of the CITY's written demand for performance, or failure of Proponent to correct or replace defective equipment, goods, or products within ten days from the receipt of written demand therefor, shall constitute a material breach of contract, and shall enable the CITY to cause this contract to terminate at the CITY's option and discretion for protection of the public health, safety, and welfare. Due to the public health and safety implications of this contract dealing with matters

exigent to sanitation, the CITY may deem a material breach of contract to occur because of CONTRACTOR's failure to perform or cure within 10 days from date of notice demand to CONTRACTOR where and when any exigent health or sanitation condition or risk is deemed by the CITY to exist or is so deemed by the Director or Manager of the CITY's Solid Waste Services Division. In the event of such termination the Performance Bond shall be "called"; or, in the case of deposit, the performance deposit shall be retained in its entirety by the CITY of La Vernia as liquidated damages, based upon mutual agreement and understanding here between the CONTRACTOR and the CITY at the time the Contract is solicited, submitted and accepted, that the CITY is a governmental entity, engaged in public projects, and that the measurement of damages which is likely to result from a breach of the terms and specifications herein is difficult to determine and that such liquidated damages are reasonable and necessary to enable the governmental entity to carry out its governmental functions, subject of this contract.

8) PROPOSAL REQUIREMENTS

Proponent's Proposal shall include the following items in the sequence listed:

- a. **Plan for Service Delivery:** The summary shall include a statement of the work to be accomplished, how Proponent proposes to accomplish and perform each specific service and unique problems perceived by Proponent and their solutions. *(See section 2(s) for more details).*
 - i. Collection Methodology
 - ii. Identification of Landfills and Tonnage Obligation
 - iii. Customer Service Office
 - iv. Emergency Contacts and Telephone Numbers
- b. **Proponent Qualification General Questionnaire :** Completed Proponent Qualification General Questionnaire. (Attachement H)
- c. **Discretionary Contracts Disclosure:** Completed Discretionary Contracts Disclosure Form. (Attachment I) If Proponent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

- d. **Regulatory Compliance and Criminal History Warranty:** (Attachment J) This is a part of the CONTRACTOR's assurance to the CITY. If Proponent is proposing as a team or joint venture, then all parties to that team or joint venture shall also be bound by this warranty and obligated to make disclosures, if any, as required by the warranty.
- e. **Pricing Schedules:** List all fees associated with the provision of services by Proponent, if selected. (Attachment L)
- f. **Brochures:** Include brochures and other relevant information about Proponent that you wish the CITY to consider in its selection.
- g. **References and Qualifications:**
- i. Background of Proponent and support personnel, including professional qualifications and length of time working in Proponent's employment.
 - ii. Relevant experience of Proponent as it relates to the scope of services contemplated by the RFP.
 - iii. Specific experience with public entity clients, especially small municipalities. If Proponent has provided services for the CITY in the past, for how long. If Proponent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
 - iv. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 - v. Proponent shall provide three (3) references, preferably from municipalities, for whom Proponent has provided services.
- h. **Insurance Requirements:** Signed statement indicating Proponent's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment M)
- i. **Indemnity Requirements with Acknowledged Understanding:** Signed statement indicating Proponent's willingness to

accept and comply with the indemnification provisions described herein, if selected. (Attachment N)

- j. **Signature Page for Corporation:** Proponent must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. Signed statement indicates Proponent's willingness and ability to comply with and execute the final Contracts, if selected. (Attachment O)
- k. **Proposal Checklist:** Completed proposal checklist. (Attachment P)
- l. **Annual Financial Statement:** Respondent shall submit the most recent annual financial statement and must sign it as an attachment to the proposal.
- m. **Copy of State Comptroller's Certificate of Franchise Status:** A copy reproduced from the Comptroller's website will satisfy this requirement. Proponents must attach and label this certificate copy as Attachment to the Proposal.

Proponent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE PROPONENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

9) CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

This RFP, addenda, and amendments to it constitute the Contract Documents when integrated by a final cover document (Integration Agreement) which will contain appropriate signatories for both the CITY and the successful Proponent (CONTRACTOR). The Integration Agreement, bringing together all the Contract Documents, will be signed after the CITY Council acts to accept the Proposal to the RFP and approves the award.

Changes or amendments to this RFP may be posted on the CITY's website at <http://LaVernia-tx.govtexas.org>. It is Proponent's responsibility to review this site and ascertain

whether any amendments have been made prior to submission of a proposal. A Proponent who does not have access to the Internet, must notify CITY in accordance with Section 11, Restrictions on Communication, that Proponent wishes to receive copies of amendments to this RFP by mail.

10) SUBMISSION OF PROPOSALS

Proponent shall submit seven (7) copies of the Proposal, the original signed in ink, in a sealed package, clearly marked on the front of the package *Municipal Solid Waste Collection, Disposal and Bulk Pick Up Services for the City of La Vernia 2019*. All Proposals must be received in the City Manager's Administrators office no later than 2:00 p.m., central time, October 25, 2018 at the address below. Any Proposal received after this time shall not be considered.

Mailing Address:

City Manager's Administrators Office
Attn: Lamar Schulz Yvonne Griffin
1604 SH 97 E, Suite A-102 E. Chihuahua
PO Box 225
La Vernia, Texas 7802678121

Proposals sent by facsimile or e-mail will not be accepted.

Proposal Format: Each proposal shall be typewritten and submitted on 8 1/2" x 11" white paper inside a three-ring binder with its spine at least an inch thick. Font size shall be no less than 12-point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than 3/4" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

Proponents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be

accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Proponents and limited liability company Proponents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the City of La Vernia shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal or to terminate this contract. Termination for reason that Proponent misrepresented its identity shall not be subject to a curative grace period. Said termination, if invoked, shall be effective at a date of the CITY's discretion upon notice to CONTRACTOR.

All provisions in Proponent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

All proposals become the property of the CITY upon receipt and will not be returned. Any information deemed to be confidential by Proponent should be clearly noted on the page(s) where confidential information is contained; however, the CITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proponent may not be considered confidential under Texas law, under an Attorney General's Opinion, or pursuant to a Court order.

Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Proponent.

11) RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Proponents are prohibited from communicating with CITY staff regarding the RFP or Proposals, with the following exceptions:

Questions concerning this RFP shall be directed, in writing only, to the ~~City Manager~~ Administrator Attn: Lamar Schulz Yvonne Griffin, at 102 E Chihuahua ~~1604 SH 97E, Suite A,~~ La Vernia, TX ~~78026~~ 78121. Verbal questions and explanations are not permitted other than as described by this section. It is suggested that all questions be sent by e-mail to lschulz@LaVerniatexas.org yvonne.griffin@lavernia-tx.gov. ~~or facsimile will be accepted at (830) 769-2598.~~ No inquiries or questions will be answered if received after 5:00 P.M. on October 22, 2018, to allow ample time for distribution of answers and/or amendments to this RFP. Proponents wishing to receive copies of the questions and their responses must notify the CITY's Contact Person in writing prior to the date and time the questions are due.

Proponent shall not contact CITY employees or Officers before an award has been made, except as set out herein. Violation of this provision by Proponent may lead to disqualification of its proposal from consideration.

The CITY reserves the right to contact any Proponent for clarification after responses are opened and/or to further negotiate with any Proponent if such is deemed desirable by CITY.

12) EVALUATION CRITERIA

The CITY will conduct a duly diligent evaluation of all Proposals received in response to this RFP, with a view to being as comprehensive, fair, and impartial as possible. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The CITY Council may select all, some or none of the Proponents for interviews. If the CITY elects to conduct interviews, Proponents may be interviewed and re-scored based upon this same criterion, or other criteria to be determined by the CITY Council. The CITY may also request additional information from Proponents at any time prior to final approval of a selected Proponent. The CITY reserves the right to select one, or more than one, or none of the Proponents to provide services. Final approval of a selected Proponent is subject to the action of the CITY of La Vernia CITY Council. The criteria listed below is not conclusive of

meeting the CITY's needs for a proposal that may be deemed most advantageous to the CITY. Other factors may be taken into consideration depending on market or other conditions that may manifest during the evaluation period.

Evaluation criteria:

- a. Responsiveness to the Request for Proposal (10%)
 - i. Requested information included and thoroughness of response.
 - ii. Understanding and acceptance of the scope of services.
 - iii. Acceptance of the RFP and Contract terms and Clarity and conciseness of the response.
- b. Operation Plan for Service Delivery (20%)
- c. Monthly contract rate (40%) Points will be proportioned according to the lowest proposal price.
- d. Proponent's background and capability to provide the services requested (30%).
 - i. Proponent's Financial Stability.
 - ii. Proponent's support personnel, including professional qualifications and length of time employed by Proponent.
 - iii. Relevant experience of Proponent.
 - iv. Specific experience with public entity clients, especially large municipalities.
 - v. Resources available to support this project, including total number of employees, number and location of offices, number and types of equipment available.
 - vi. References.

13 AWARD OF CONTRACT, RESERVATION OF RIGHTS, CONFLICTS OF INTEREST, AND INDEPENDENT CONTRACTOR STATUS

- a. CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.
- b. The Contract, if awarded, will be awarded to the Proponent(s) whose Proposal(s) is deemed most

advantageous to the CITY, as determined by the CITY Council.

- c. CITY may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CITY. However, final selection of a Proponent(s) is subject to CITY Council approval.
- d. CITY reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- e. No work shall commence until the contract document(s) is signed by CITY and Proponent(s) provides the necessary evidence of insurance and Performance Bond as required in this RFP and the Contract. Contract documents are not binding on CITY until approved by the CITY Attorney. In the event the parties cannot finalize negotiations and execute a contract in a timely manner in order to commence services by ~~January~~ November 1, 2019, CITY reserves the right to terminate negotiations with the selected Proponent at any time and commence negotiations with another Proponent.
- f. This RFP does not commit CITY to enter into a Contract, award any services related to this RFP, nor does it obligate CITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- g. If selected, Proponent will be required to comply with the Insurance and Indemnity Requirements established herein.
- h. If selected, Proponent will be required to comply with all terms of the contract— established herein as expressed in the final contract document.
- i. Conflicts of Interest. Proponent acknowledges that it is informed that the Ordinances of the CITY of La Vernia and/or its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code,

from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the CITY officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

- j. Proponent is required to warrant and certify that its officers, employees and agents are neither officers nor employees of the CITY, (Attachment I).
- k. Independent CONTRACTOR. Proponent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent CONTRACTOR(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Proponent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

14) SCHEDULE OF EVENTS

Following is a list of projected dates with respect to this RFP:

RFP Solicitation Period	09-17-2018-10-18-2018
Final Questions Accepted	10-22-2018 at 5:00 p.m.
Proposals Due	10-25-2018 at 2:00 p.m.
Contract considered by City Council	11-05-2018 @ 6:00PM
Commencement of Contract	January 1, 2019

15) ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Depending on the provisions of the ordinance initially approving the instant contract, any such described assignment, transfer, sale, merger, or change shall require approval from the CITY Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other briefing document describing the proposal or executed agreement with sufficient detail to afford the CITY opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY's approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger, sale or other event affecting the CITY's contract with the CONTRACTOR.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be adverse to the CITY's interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review and approval procedure is acknowledged by the CONTRACTOR to be void ab initio and CONTRACTOR shall risk termination at the CITY's option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORS by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing the use of specific subcontractors used or intended to be used to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

16) EXCLUSIVE CONTRACT

The CONTRACTOR shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the City limits for and on behalf of the City to the designated Residential, Commercial, and Industrial Units covered by this Agreement, including waste containers no greater than 10 cubic yards for construction debris.

The City gives the CONTRACTOR the first right of refusal on any recycling collection within City limits for residential and commercial lines of business. The City will help enforce the franchise exclusivity, yet will provide the CONTRACTOR a letter of approval to issue to commercial and industrial businesses as needed to aid in this process.

Franchise Fee - The CONTRACTOR will pay the City a franchise fee equal to the percentages listed below on the base rates billed by the Contractor vs. collected. The CONTRACTOR will combine residential, commercial and industrial franchise fees on one check payable to the City within 60 days following the end of the month during which the revenue is captured. The franchise fee paid on the commercial and industrial lines of business will be added to the invoice for each account in the form of a franchise tax equal to the percentage listed below.

Residential - 4% Commercial* - 4% Industrial* - 7%

*Temporary roll off: _____

16) RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following

termination date. For purposes of extended option terms, records retention requirements shall be honored and measured from four (4) years following the termination date of each respective annual performance period. For example, the first term ending on ~~December~~ October 31, 2012⁴⁹, shall require records to be maintained until at least December 31, 2028³.

17) **VENUE**

If the CITY and CONTRACTOR do not arrive at resolution through agreed mediation to resolve any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement, then resolution of same shall be decided by a court of competent jurisdiction in Atascosa County in the State of Texas in which County venue shall lie and in which county this contract is performable.

DRAFT

ATTACHMENT B
NAME OF THE WASTED AREA AND DATE OF COLLECTION

ATTACHMENT A
CITY OF LA VERNIA
OUT-OF-CYCLE BULKLY ITEMS COLLECTION
PRICE SCHEDULE FOR SERVICES LISTED BELOW

Price per Cubic Yard: _____

DRAFT

ATTACHMENT B

MAP OF CONTRACTED AREA AND DAY OF COLLECTION

DRAFT

ATTACHMENT C-1

TABLE 1: SUMMARY OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Residential Garbage Collection and Disposal	Once a Week	Included in Monthly Fee
Out of Cycle Bulky or White Goods Collection & Disposal	Monday-Friday Within 48 hrs. Response	In Accordance with Price Schedule
Customer Service Office	On call Basis; Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee

ATTACHMENT C-2

TABLE 1: SUMMARY OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Commercial Garbage Collection and Disposal	1-5 Times a week	Included in Monthly Fee
Out of Cycle Bulky or White Goods Collection & Disposal	Monday-Friday Within 48 hrs. Response	In Accordance with Price Schedule
Customer Service Office	On call Basis; Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee

Currently commercial garbage pickup is on Monday and Thursday.

**ATTACHMENT D
GARBAGE AND RECYCLING COLLECTION HOLIDAY**

1. Calendar year 2019 Waste and Recycling Collection Holiday Schedule is pending approval and authorization by City Manager.
2. Annual Citywide Clean-up Event is To Be Determined

DRAFT

ATTACHMENT E

PROPONENT QUALIFICATION
GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____

2. Address: _____
3. Telephone: _____ Fax: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal? Yes ___ No ___
5. Is your Company authorized and/or licensed to do business in Texas? Yes ___ No ___
6. Where is the Company's corporate headquarters located?

7.
 - a. Does the Company have an office located in La Vernia, Texas? Yes ___ No ___
 - b. If the answer to the previous question is "yes", how long has the Company conducted business from its La Vernia office? _____ (years) _____ (months)
 - c. State the number of full-time employees at the La Vernia office. _____
8.
 - a. If the Company does not have a La Vernia office, does the Company have an office located in Atascosa County or Bexar County, Texas? Yes ___ No ___
 - b. If the answer to the previous question is yes, how long has the Company conducted business from its office? _____ (years) _____ (months)
 - c. State the number of full-time employees at the office. _____
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or

suspension, including but not limited to the period of time for such debarment or suspension.

10. Indicate person whom the CITY may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes _____ No _____

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes _____ No _____

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT F

DISCRETIONARY CONTRACTS DISCLOSURE FORM

CITY of La Vernia

Discretionary Contracts Disclosure*

Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the CITY in the enforcement of provisions contained in the CITY Ordinances, an individual or business entity seeking a discretionary contract from the CITY is required to disclose in connection with a proposal for a discretionary contract:

- (1) the identity of any individual who would be a party to the discretionary contract;

- (2) the identity of any business entity⁽³⁾ that would be a party to the discretionary contract:

and

the name of:

- (A) any individual or business entity that would be a subcontractor on the discretionary contract;

- (B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any

individual or business entity who would be a party to the discretionary contract;

--

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

--

Political Contributions

Any individual or business entity seeking a discretionary contract from the CITY must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of CITY Council, any *candidate* for CITY Council, or to any *political action committee* that contributes to CITY Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the CITY shall disclose any known facts which, reasonably understood, raise a question^[4] as to whether any CITY official or employee would violate Section 1 of Part B, Improper Economic

Benefit, by participating in official action relating to the discretionary contract.

ATTACHMENT 3		
[Faint mirrored text]		
Signature: _____	Title: _____	Date: _____
Printed name: _____	Company: _____	

DRAFT

ATTACHMENT G

Regulatory Compliance and Criminal History Warranty;
Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to CITY

- (a) **Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination:** The successful proponent must demonstrate to the CITY's satisfaction that proponent has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a proposal in response to this solicitation, proponent warrants to the CITY that he /she/ it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service proposed by the CONTRACTOR. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The CITY relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the CITY in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the CITY, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is pending against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his / her / its proposal is tendered to the CITY.* If any such matters have been resolved, during the last five (5) years, CONTRACTOR must similarly reveal and explain same to the CITY with the proposal submission. The CITY retains the

right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the CITY reserves to itself the right to terminate the Contract, without further obligation upon the CITY and without further recourse or remedy for the CONTRACTOR except that the CITY shall duly pay CONTRACTOR for work or services performed to date of termination, should the CITY determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the CITY's satisfaction any such matters having regulatory or criminal import or implications.

(b) **Criminal Histories:** Pending and Resolved; Termination. CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the proponent's response to the CITY's solicitation, shall be grounds for the CITY's termination of the Contract, should such information come to the CITY's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the CITY's payment to CONTRACTOR for services or work performed up to date of termination.

(c) **Voidable Contract:** CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the CITY's discretion, with no compensation due CONTRACTOR, if

concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the CITY's judgment, as to place the CITY in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the CITY, in addition to and cumulative of any other legal or equitable remedies the CITY may have. CONTRACTOR understands the CITY shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to CITY and due to the CITY's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

ATTACHMENT H-1 (Option 1)

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

1. Monthly contract rate per residential unit to be charged for the type of Solid Waste Services for the CITY of La Vernia, and breakdown of rate: (All spaces must be completed with a price).

Solid Waste Services for CITY of La Vernia.	1 Toter	2 Toters	3 Toters
Rates based on # of toters			

2. Maximum of three (3) toters allowed.
3. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION. (Provide attachment if necessary.)

ATTACHMENT H-2 (Option 2-recycling)

PRICING SCHEDULE

State any and all fees you would charge to provide recycling services.

1. Monthly contract rate per residential unit to be charged for recycling services for the CITY of La Vernia and breakdown of rate: (All spaces must be completed with a price).

Recycling Services for CITY of La Vernia.	1 Toter Only
Recycling pickup based on two (2) times per month, etc.	

2. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)

ATTACHMENT I

INSURANCE REQUIREMENTS

Proponent must attach a statement in its proposal indicating Proponent's willingness and ability to provide the following insurance coverages and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Proponent shall furnish an original completed Certificate(s) of Insurance to the CITY of La Vernia with CITY of La Vernia in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the CITY. The CITY shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the City Manager, and no officer or employee, other than the CITY COUNCIL, shall have authority to waive this requirement.

The CITY reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will CITY allow modification whereupon CITY may incur increased risk.

Proponent's financial integrity is of interest to the CITY, and, therefore, subject to Proponent's right to maintain reasonable deductibles in such amounts as are approved by the CITY, Proponent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Proponent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do

business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the CITY.

TYPE	AMOUNT
1. Workers' Compensation and Statutory Employers' Liability	\$1,000,000 Each Occurrence
2. Commercial General (Public) Liability to include coverage for the following:	
A. Premise/Operations for Bodily Injury and Property	
B. Independent CONTRACTOR	Damage of \$1,000,000 per occurrence; with an aggregate of \$2,000,000 or its equivalent in umbrella or excess coverage
C. Product/Completed Operations	
D. Personal Injury	
E. Contractual Liability	
F. Environmental Impairment/Impact-sufficiently broad to cover disposal liability.	
3. Comprehensive Automobile Liability Insurance	
A. Owned/Leased Automobiles Combined Single Limit for Bodily Injury and Property	\$1,000,000 per occurrence or its equivalent
B. Damage of Non-owned Automobiles	
C. Hired Automobiles	

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Proponent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to CITY at an address provided by CITY within ten (10) days of the requested change. Proponent shall pay any costs incurred resulting from said changes.

Proponent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the CITY and its officers, employees, volunteers and elected representatives as additional insureds as respects

operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the CITY of La Vernia where the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by CITY, Proponent shall notify the CITY of such and shall give such notices not less than thirty (30) days prior to the change, if Proponent knows of said change in advance, or ten (10) days' notice after the change, if the Proponent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following addresses:

City of La Vernia
CITY Manager
Lamar Schulz
1604 SH 97 E, SUITE A
La Vernia, Texas 78026

If Proponent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have and is not the exclusive remedy for failure of Proponent to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Proponent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Proponent to stop work under the Agreement, and/or withhold any payment(s) which become due to Proponent thereunder until Proponent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Proponent may be held responsible for

payments of damages to persons or property resulting from Proponent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Proponent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this contract.

ATTACHMENT J

INDEMNIFICATION REQUIREMENTS TO BE MET BY SUCCESSFUL PROPONENT

PROPONENT, if selected and hereinafter referred to as CONTRACTOR, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to PROPONENT/CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of PROPONENT/CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PROPONENT/CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or PROPONENT/CONTRACTOR, known to PROPONENT/CONTRACTOR, related to or arising out of PROPONENT/CONTRACTOR's activities under this CONTRACT and CONTRACTOR shall see to the investigation and defense of such claim or demand at PROPONENT/

CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by PROPONENT/CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this contract.

ATTACHMENT K

SIGNATURE PAGE FOR CORPORATION

Verification of Authority to Execute

If Proponent is a CORPORATION, the duly authorized officer must sign as follows:

The undersigned certifies that (s)he is _____ (title) of the corporation or limited liability company named below; that (s)he is designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Proponent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is: _____.

Corporation Name

By: _____

Printed name: _____

Title

Employer Identification Number

ATTACHMENT L

PROPOSAL CHECKLIST

This checklist is to help the Proponent ensure that all required documents have been included and sign in its proposal.

Document	Check
Plan for Service Delivery	
Proposal Deposit (Attachment P)	
*Proponent Qualification General Questionnaire (Attachment H in RFP)	
*Discretionary Contracts Disclosure (Attachment I in RFP)	
* Good Faith Effort Plan (Attachment K in RFP)	
Pricing Schedule (Attachment L in RFP)	
References and Qualifications (Proposal Requirements Section of RFP) <input type="checkbox"/> résumés of key personnel <input type="checkbox"/> 3 References	
*Signature Page (Attachment O)	
Current Annual Financial Statement	
State Comptroller's Certificate of Franchise Status	
7 Copies of Proposal	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.

ATTACHMENT M

Proposed Rates

Container Size

Frequency of Pick Ups

	Container Size/Qty	1x				
Residential	(1) 96 Gallon Cart					
	(2) 96 Gallon Cart					
	(3) 96 Gallon Cart					
Commercial		1x	2x	3x	4x	5x
	2 Yard					
	3 Yard					
	4 Yard					
	6 Yard					
	8 Yard					

	Container Size	Delivery	Rental	Haul Rate	Disposal	28% FRF & ERF
Roll Off	20 YD					
Roll Off	30 YD					
Roll Off	40 YD					
RECEIVER BOX	40 YD					

Please supply rates for receiver boxes and for compacted trash.

Ordinance No. 021419-01

AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY CODE OF ORDINANCES, TO REQUIRE KNOX BOXES AT COMMERCIAL BUILDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of La Vernia adopted Ordinance Number 121108-01, which has since been codified in Chapter 14 of the City's Code of Ordinances; and

WHEREAS, the City of La Vernia City Council has determined that an ordinance is necessary to require all commercial buildings to install Knox Boxes, and;

WHEREAS, the benefits of installing Knox Boxes include providing immediate emergency access to firefighters leading to increasing Fire Department efficiency; preventing costly forced entry damage and allowing undamaged doors to be re-secured after emergency; and protecting property, inventory, equipment and supplies as well as firefighters against possible injuries.

WHEREAS, the City Council finds it necessary to add Section 14-208 – Knox Boxes of the Code of Ordinances to promote the health, safety and general welfare of the community by preventing death, injuries and property damage within the City limits.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:

ARTICLE 1. That Chapter 14, Section 201 & adding Section 208 (1) Knox Boxes, of the Code of Ordinances, City of La Vernia, Texas, is amended as set forth in the attached Exhibit A.

ARTICLE 2. RELATION TO OTHER ORDINANCES.

This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

ARTICLE 3. EFFECTIVE DATE.

This ordinance shall take effect immediately from and after its passage and publication as required by law.

ARTICLE 4. SAVINGS CLAUSE.

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of La Vernia under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

ARTICLE 5. CUMULATIVE.

The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

ARTICLE 6. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and section of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

ARTICLE 7. PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND ADOPTED this 14th day of February, 2019.

Robert Gregory, Mayor
City of La Vernia

ATTEST:

Brittani Porter, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney
City of La Vernia

EXHIBIT A

Chapter 14, Section 201 – Definitions and Section 208- Knox Boxes, of the Code of Ordinances, City of La Vernia, Texas, is hereby amended as follows (amendments/additions underlined):

Sec. 14-201. - Definitions.

ADD:

"Fire official" means the city fire inspector, designated employee or any other local enforcement officer primarily responsible for fire prevention and safety in the area.

"Knox Box" means a secure rapid entry system that is designed to be used by Emergency Personnel in the event of an emergency to gain entry into a structure by using the enclosed owner provided key(s). This box is usually mounted on the exterior of the building in a location that is specified by the local Fire Official.

ADD:

Sec. 14-208. – Knox Boxes.

- a. Knox Box Required for New/Renovated Commercial Buildings. All new/renovated commercial buildings shall have installed a Knox Box, of a UL type and size approved by the City Fire Official, in a location specified by the City Fire Official prior to the issuance of the permit of occupancy.
- b. Knox Box Recommended for Existing Commercial Buildings. All existing commercial buildings equipped with automatic fire detection and/or suppression system are recommended to install a Knox Box, of a UL type and size approved by the City Fire Official, in a location specified by the City Fire Official within twelve (12) months of the effective date of this Ordinance.
- c. Knox Box Required for Multi-Family Residential Structures. All multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living units shall have installed a Knox Box, of a UL type and size approved by the City Fire Official, in a location specified by the City Fire Official within twelve (12) months of the effective date of this Ordinance.
- d. Automatic Gates for Residential and Commercial. All newly constructed commercial, Multifamily Residential, or Residential Structures, such as Planned Unit Developments or Subdivisions which have limited access through a gate or cross arm or other like device that impedes ingress by means of a key, swipe card, keypad, remote control or manual activation by a stationed guard, shall be equipped with a Key Switch to be installed as a backup to the public entry system. The key switch shall be installed at a location approved by the Fire Official.

- e. **Knox Box Contents.** All Knox Boxes shall contain items designated by the Fire Official, including but not limited to:
- 1) **labeled keys, easily identified in the field to provide access into the property and/or building, and to any locked areas within the said building as the City Fire Official may direct.**
 - 2) **A card containing the emergency contact people and phone numbers for each occupancy. This card should contain day/night contact information for no less than 2 individuals. This card should also include the date of last update or review.**
- f. **Location of Knox Box.** Unless otherwise specified by the Fire Official, Knox Boxes shall be installed adjacent to the main entrance to the commercial or multi-family structure, and shall be installed no less than 48" from walking grade and no greater than 66" from walking grade at the installation location. Additional Knox Boxes may be required at locations as determined by the Fire Official. All key boxes shall be installed within 10 feet of the front door of the occupancy and approved by the Fire Official.

ORDINANCE NO. 021419-02

AN ORDINANCE CALLING FOR A MUNICIPAL ELECTION ON SATURDAY, MAY 5, 2018 FOR THE CITY OF LA VERNIA, WILSON COUNTY, TEXAS; ESTABLISHING THE PROCEDURE FOR THE GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING TWO (2) ALDERMAN AND ONE (1) MAYOR FOR A TWO (2) YEAR TERM; DESIGNATING THE LOCATION OF POLLING PLACE; PROVIDING FOR DESIGNATION OF OFFICERS FOR SUCH ELECTION; SETTING THE RATE OF PAY FOR THE ELECTION CLERKS; PROVIDING FOR THE MAXIMUM NUMBER OF ELECTION CLERKS; AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD.

WHEREAS, the laws of the State of Texas provide that on May 5, 2018, there shall be a general election for two (2) Alderman and one (1) Mayor for two (2) year terms; and

WHEREAS, the Texas Election code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election, and designating the voting place for said election; and

WHEREAS, the City of La Vernia (the "City") lies within the boundaries of Wilson County; and

WHEREAS, the City Council must call for an election to elect its city officials.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:

SECTION 1. General Election Ordered. A general election shall be held on Saturday, May 5, 2018 to elect the following city officers: three (3) Aldermen of the City Council of the City of La Vernia, Texas.

SECTION 2. Filing Period. Candidates for the above officers may file their application beginning at 8:00 a.m. January 16, 2019, and shall file their applications by later than 5:00 p.m. February 15, 2019. All candidates for the office to be filled in the election to be held on May 4, 2019, shall file their application to become candidates, with the City Secretary of the City at City Hall, 102 E. Chihuahua Street, La Vernia, Texas, on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

SECTION 3. Write-in Candidates. A write-in vote may not be counted unless the name written in appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a declaration of write-in candidacy. A declaration of write-in candidacy must be filed with the City Secretary not later than 5:00 p.m. on Friday, February 19, 2019.

SECTION 4. Drawing. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such drawing will be held at 11 a.m. on Monday, February 25, 2019 in the City Secretary's Office of La Vernia City Hall.

SECTION 5. Ballots and Printed Materials. The ballots used for the election shall comply with the Chapter 52 Texas Election Code and be in the form provided by the City for use on the voting devices or on paper ballots. The official ballots, together with such other election materials as are

required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

SECTION 6. Conduct of Election. The election judge, alternate judge and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the law governing the holding of general elections by general law cities of the State of Texas.

SECTION 7. Polling Place. The polling place for joint election shall be held at the following place:

The City of La Vernia City Hall, Council Chambers
102 E. Chihuahua Street
La Vernia, Texas 78121.

SECTION 8. Election Officer. The Election Officer is appointed to serve as the City's Election Officer, Joint Early Voting Clerk and the Custodian of Records for the City of La Vernia and to conduct the City's election on May 4, 2019.

As the City's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City's election in compliance with state law.

SECTION 9. Election Judges and Clerks. The presiding judge, alternate presiding judge and clerks for the election shall be selected and appointed by the City of La Vernia, Texas and its appointees in compliance with the requirements of state law, and such judges and clerks so selected are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judge, alternate presiding judge and clerks shall perform the functions and duties of their respective positions that are provided by state law.

The following named persons are hereby appointed officers for said election:

ELECTION JUDGE: Elaine Schnitz
308 McCoy
La Vernia, TX 78121

ALTERNATE JUDGE: Chrystal Coble
962 CR 352
La Vernia, TX 78121

In accordance with Section 32.091 of the Texas Election Code, the presiding judge shall be paid the rate of \$15.00 per hour, the alternate judge shall be paid the rate of \$12.50 per hour, and clerks shall be paid the rate of \$10.00 per hour.

There shall be a minimum of two (2) and a maximum of three (3) clerks at the polling place. The poll at the above-designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on said election day.

SECTION 10. City Secretary. The City Secretary, or designee, is instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The City Secretary

will serve as Election Officer and Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code.

SECTION 11. Early Voting. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Texas Election Code. Early voting by personal appearance for the above designated election shall be at La Vernia City Hall, 102 E. Chihuahua Street, P.O. Box 225, La Vernia, Texas 78121-0225. Early voting will commence on Monday, April 22, 2019, and continue through Monday, April 30, 2019.

During the early voting period, the early voting clerk shall keep continuously posted:

1. At the entrance to the room in which the early voting polling place is located, a sign on which is printed in large letters "Early Voting Polling Place"; and
2. In each corridor leading to the entrance to the room in which the early voting polling place is located, 100 feet from the entrance, a sign on which is printed in larger letters "Distance Marker – No electioneering between this point and the entrance to the early voting polling place."

The above described place for early voting is also the early clerk's address to which ballot applications and ballots voted by mail may be sent. Early voting by mail shall be by paper ballots. An applicant for a ballot to be voted by personal appearance must make application at the early voting polling place when the applicant desires to vote. Pursuant to Section 84.007 of the Election Code, an application for a ballot to be voted by mail must be submitted to the early voting clerk by (1) mail; or (2) common or contract carrier. An application by mail must be submitted on or after Tuesday, March 5, 2019 (the 60th day before election day) and before the close of regular business in the early voting clerk's office or 12 noon, whichever is later, on Thursday, April 25, 2019 (9th day before election day). An application is considered to be submitted at the time of its receipt by the clerk. An applicant for a ballot to be voted by mail may submit his application by delivering it in person to the early voting clerk if the application is submitted no later than the close of regular business in the clerk's office on Friday, April 19, 2019 (the business day before the first day for the period for early voting by personal appearance.) The early voting clerk shall mail without charge an appropriate official application form for an early voting ballot to each person requesting the clerk to send him an application form. The early voting clerk shall review each application for a ballot to be voted by mail. If the applicant is entitled to vote an early voting ballot by mail, the clerk shall provide and official ballot to the applicant as provided by Chapter 86 of the Election Code. If the applicant is not entitled to vote by mail, the clerk shall reject said application in accordance with Section 86.001 of the Texas Election Code. Balloting materials for voting by mail shall be mailed to voters as soon as practicable after the ballots become available but not earlier than Wednesday, March 20, 2019 (the 45th day before the election day). A marked ballot voted by mail must arrive at the address on the official carrier envelope for early voting (the City Hall) before the time the polls are required to close on Election Day, May 4, 2019. Voting by mail shall be conducted in accordance with Chapter 86 of the Election Code.

SECTION 12. Notice of Election. Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the afore said election day polling places not

later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 13. General. The Election Officer shall hold said election in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 7, 2019 nor later than May 15, 2019.

SECTION 14. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 14th day of February, 2019.

Robert Gregory, Mayor
City of La Vernia

ATTEST:

Brittani Porter, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney's Office
City of La Vernia

**ORDER OF GENERAL ELECTION
FOR THE CITY OF LA VERNIA**

An election is hereby ordered to be held on May 4, 2019 for the purpose of electing:

Three (3) Council Members

Early voting by personal appearance will be conducted each weekday at the La Vernia City Hall Council Chambers, 102 E. Chihuahua, La Vernia, Texas between the hours of 8:00 A.M. - 5:00 P.M., beginning April 22, 2019 through April 30, 2019 and from 7:00 A.M. - 7:00 P.M. on Wednesday, April 24, 2019 and Thursday, April 25, 2019.

Applications for ballot by mail shall be mailed to:

Early Voting Clerk
P.O. Box 225
La Vernia, Texas 78121-0225

Applications for ballot by mail must be received no later than the close of business on April 24, 2018.

Issued this the 14th day of February, 2019.

Robert Gregory, Mayor

Eloi Cormier, Councilman

Mark Doege, Councilman

Dianell Recker, Councilwoman

Jay Hennette, Councilman

Martin Poore, Councilman