

**NOTICE OF LA MARQUE
REGULAR CITY COUNCIL MEETING
BY TELEPHONE CONFERENCE AND IN-PERSON**

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a Regular Meeting on Monday, October 11, 2021 beginning immediately after the Workshop that begins at 4:00 PM. In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location and via YouTube.

This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor - Keith Bell

Kimberley Yancy - District A

Mayor Pro-Tem Joe Compian - District B

Councilmember Michael Carlson - District C

Councilmember Casey McAuliffe - District D

ORDINANCE NO. O-2021-0018

RESOLUTION NO. R-2021-0023

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING
of
OCTOBER 11, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting on October 11, 2021**, beginning immediately after the Workshop that begins at 4:00 **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via videoconference hosted through (ZOOM).** In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location and via YouTube. The council will meet for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE – Pastor W. L. Jones (New Hope Church)

(4) PROCLAMATION

a. Proclamation - Breast Cancer Awareness (October)

(5) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. **Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone,**

tablet or computer, or stand if attending in person, and the Mayor will call on you in turn.

- (6) CONSENT AGENDA** Discussion/possible action on the following items (City Council reserves the right to pull any item(s) under the consent agenda for further discussion):

- a. Regular Meeting Minutes of July 12, 2021
- b. Workshop Minutes of July 12, 2021
- c. Special Meeting Minutes of July 23, 2021
- d. Special Meeting Minutes of August 16, 2021
- e. Special Meeting Minutes of August 23, 2021

(7) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2021-0018**, amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date - Legal **THIS IS A FIRST READING**
- b. Discussion/possible action concerning returning to two (2) Council meetings per month - Mayor K. Bell

(8) NEW BUSINESS

- a. Discussion/possible action regarding hiring Thomas Brocato with Lloyd Gosselink to negotiate the new Gulf Coast Water Authority contract for La Marque - Interim City Attorney G. Knebel
- b. Discussion/possible action regarding approving the Advanced Funding agreement with TxDOT and USAA for the construction of the deceleration lane along I45 for the Amazon building - Interim City Attorney G. Knebel
- c. Discussion/possible action regarding approving an extension to the Fire Collective Bargaining Agreement - Interim City Attorney G. Knebel
- d. Discussion/possible action regarding adopting Resolution No. **R-2021-0023**, designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for the year 2022 - Mayor K. Bell
- e. Discussion and provide direction to Interim City Manager to create a policy instructing all departments to respond to the Request Tracker within seventy-two (72) hours - Mayor K. Bell
- f. Discussion/possible action authorizing the Interim City Manager to send a formal request to the Economic Development Corporation for partial funding for the position of the Public Relation Specialist (City) - Mayor K. Bell
- g. Discussion/possible action regarding the use of PEG funds to set up an in-house studio and mobile production trailer for cities in partnerships with local school districts and non-profits - Councilmember K. Yancy

(9) AWARD OF BIDS/CONTRACTS

- a. Discussion/possible action regarding awarding Bid **LM #02-22** to Spec Oil Retail Fuels for fuel and oil in the amount of \$10,000 in differential costs – Assistant Public Works Director A. Hobby
- b. Discussion/possible action regarding awarding Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of \$39,500.00 – Assistant Public Works Director A. Hobby
- c. Discussion/possible action regarding awarding Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of \$150,000.00 – Assistant Public Works Director A. Hobby
- d. Discussion/possible action regarding awarding Bid **LM #07-22** to ACT Pipe & Supply for water and sewer supplies in the amount of \$100,000.00 – Assistant Public Works Director A. Hobby
- e. Discussion/possible action to approve a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of \$150,000.00 – Assistant Public Works Director A. Hobby
- f. Discussion/possible action regarding awarding Bid **LM #08-22** to American Janitorial Services Inc. for janitorial services in the amount of \$53,100.00 – Interim City Manager C. Cary

(10) APPOINTMENTS

- a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions – Mayor K. Bell

(11) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas 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 the Texas Government Code Section 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)

1. Section 551.074 (Personnel Matters) – Discussion of Legal Services and Prosecutorial Services
2. Section 551.071 (Consultation with Attorney) – Provide update on Police negotiations

(12) ACTION - EXECUTIVE SESSION

- a. Discussion/possible action regarding authorizing the City Manager to negotiate a contract with a firm (s) designated by Council to provide Legal Services and Prosecutorial Services

(13) REQUESTS AND ANNOUNCEMENTS

Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;*
- (2) information regarding holiday schedules;*
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;*
- (4) a reminder about an upcoming event organized or sponsored by the governing body;*
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and*
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.*

(14) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before October 8, 2021, before 4:00 p.m.

Robin Eldridge, TRMC
City Clerk

**Office of the Mayor
for the City of La Marque**

PROCLAMATION

WHEREAS, Breast Cancer Awareness Month began in 1985 as a partnership between the American Cancer Society and Imperial Chemical Industries Pharmaceuticals (AstraZeneca) and breast cancer is one of the most commonly diagnosed cancers among women, although breast cancer does not discriminate, men can also be diagnosed with breast cancer; and

WHEREAS, in 2021, more than 281,550 new cases of breast cancer are expected to be diagnosed; and

WHEREAS, increased breast cancer screening, and early detection increases life expectancy, decreases late-stage cancer diagnoses, and reduces deaths; and

WHEREAS, many organizations, including the American Cancer Society, Susan G. Komen for a Cure, and The Rose hold community events, offer mobile mammograms, and provide many services for the detection and treatment aiding in the cure for breast cancer; and

WHEREAS, we applaud all the national and community organizations for their work in promoting awareness and early detection about breast cancer; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas does hereby proclaim, October 2021 as:

“BREAST CANCER AWARENESS” MONTH

in the City of La Marque and do hereby urge all the citizens, businesses, and professional bodies to recognize October as Breast Cancer Awareness month and the observance of this day.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 11th day of October 2021.

Keith Bell, Mayor



**CITY OF LA MARQUE
CITY COUNCIL REGULAR
MINUTES
of
JULY 12, 2021**

City Council Regular Minutes of the City of La Marque City Council held on Monday, July 12, 2021, beginning immediately following the City Council Workshop that began at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Bell called the Regular Meeting to order at 10:13 p.m.

Councilmember Carlson returned to the meeting at 10:15 p.m.

(2) ROLL CALL

Keith Bell

Joe Compian

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem and Councilmember, District B

Councilmember, District C

Councilmember, District D

OTHER OFFICIALS PRESENT:

Chaise Cary

Gus Knebel

Robin Eldridge

Interim City Manager

Interim City Attorney (MillsShirley L.L.C.)

City Clerk

(3) CITIZENS PARTICIPATION

Margaret Doolittle

Kathy Herrin Keith

Re'chard Loftis

Lisa Lewis

(4) CONSENT AGENDA Discussion/possible action on the following items (City Council reserves the right to pull any item(s) under the consent agenda for further discussion):

- a. Special Meeting Minutes of June 1, 2021

- b. Discussion/possible action regarding accepting the City of La Marque Audited Comprehensive Annual Financial Report as of September 30, 2020
- c. Discussion/possible action regarding adopting Resolution No. **R-2021-0017**, authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts effective July 13, 2021
- d. Discussion/possible action regarding adopting Logic Resolution No. **R-2021-0018**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective July 13, 2021
- e. Discussion/possible action regarding adopting TexPool Resolution No. **R-2021-0019**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective July 13, 2021

** Councilmember Mc Auliffe made a motion to approve the Consent Agenda
 ** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOSLY**

(5) OLD BUSINESS

- a. Discussion relating to "Speed Humps" and provide staff with direction

** Councilmember Yancy made a motion to table this item.
 ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

(6) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2021-0012**, requesting a zoning district change from (L-1) Light Industrial to (R-1) Single Family Residential for Lots 1-14 K Cook & Stewart Subdivision, located near 1st Ave and Orange Street (Galveston County property ID #196129 and 610851) **THIS IS THE FIRST READING**

** Councilmember Mc Auliffe made a motion to adopt Ordinance No. O-2021-0012 on the First Reading
 ** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding approving a General Plan application for Olympia Lakes

** Councilmember Yancy made a motion to approve a General Plan application for Olympia Lakes with the amendments provided: Councilmember Carlson made the first amendment to include a south entrance to be moved to the north side; second amendment made by Councilmember Mc Auliffe by reducing the size of the dog park (oversized) and expansion in the regular park for the people park with more green space (this site is a drill-site no permanent structures can be placed)

** Councilmember Carlson seconded. **MOTIONS AND AMENDMENTS BOTH CARRIED UNANIMOUSLY**

- c. Discussion/possible action regarding adopting Ordinance No. **O-2021-0013**, requesting a zoning district change from (R-1) Single Family Residential to (PDD) Olympia Lakes Planned Development District for approximately 51.01 acres, located near Delany Road and Lawndale Street (Galveston County property ID #131493) **THIS IS THE FIRST READING**
- ** Councilmember Mc Auliffe made a motion to adopt Ordinance No. O-2021-00013 on the First reading.
- ** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**
- d. Discussion/possible action regarding adopting Ordinance No. **O-2021-0014**, requesting a zoning district change from (MHP) Mobile Home Park to (PDD) Gulf Breeze Tiny Home Community Planned Development District for approximately 3.05 acres, also known as 3108 Gulf Freeway- City Engineer D. Ho **THIS IS THE FIRST READING**
- ** Councilmember Mc Auliffe made a motion to adopt Ordinance No. O-2021-0014 on the First reading.
- ** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**
- e. Discussion/possible action regarding approving a Preliminary Plat application for Landing at Delany Cove Section 14, located near F.M. 2004 and Mitchell Lane with conditions
- ** Councilmember Carlson made a motion to approve the Preliminary Plat application for Landing at Delany Cove Section 14, located near F.M. 2004 and Mitchell Lane with conditions
- ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**
- f. Discussion/possible action regarding approving a Final Plat application for Ambrose Section 1, located near Delany Road and F.M. 1765
- ** Councilmember Carlson made a motion to approve a Final Plat application for Ambrose Section 1, located near Delany Road and F.M. 1765
- ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**
- g. Discussion/possible action regarding approving a Preliminary Plat application for Ambrose Section 2, located near Victory Springs & Fleming Road with conditions
- ** Councilmember Carlson made a motion to approve a Preliminary Plat application for Ambrose Section 2, located near Victory Springs & Fleming Road with conditions
- ** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

- h. Discussion/possible action regarding approving a Preliminary Plat application for Ambrose Section 3, located near Victory Springs and Fleming
- ** Councilmember Carlson made a motion to approve a Preliminary Plat application for Ambrose Section 3, located near Victory Springs and Fleming
- ** Council member Yancy seconded. **MOTION CARRIED UNANIMOUSLY**
- i. Discussion/possible action regarding approving a Preliminary Plat application for Sunset Grove Section 4
- ** Councilmember Carlson made a motion to approve a Preliminary Plat application for Sunset Grove Section 4
- ** Councilmember McAuliffe seconded. **MOTION CARRIED UNANIMOUSLY**
- j. Discussion/possible action regarding appointing of a Mayor Pro-Tem for a two - year term
- ** Councilmember Carlson made a motion to appoint Joe Compian as Mayor Pro-Tem for a two-year term.
- ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**
- k. Discussion/possible action regarding adopting Resolution No. **R-2021-0016**, and entering into an agreement with MillsShirley L.L.P. designating Robert Booth as Interim City Attorney for certain legal services
- Mayor Bell reminded Council that this is an Interim agreement until a permanent one can be appointed.
- ** Councilmember Mc Auliffe made a motion to adopt Resolution No. R-2021-0016.
- ** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**
- l. Discussion/possible action to provide direction to the Interim City Manager to open the position of City Attorney for applications
- ** Councilmember Carlson made a motion directing the Interim City Manager to open up the position with different qualifications and to return the submitted applications to Council for interviewing purposes
- ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**
- m. Discussion only on the Organizational Chart and provide staff with direction
No more discussion needed, from the Workshop
- n. Discussion only of the “fowl” Ordinance – Mayor K. Bell
Staff to be bringing back to Council a draft Ordinance

- o. Discussion/possible action to ratify the previous City Manager Charles “Tink” Jackson’s Separation Agreement

** Mayor Pro-Tem Compian made a motion to ratify the pervious City Manager Charles “Tink” Jackson’s Separation Agreement

** Michael Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

- p. Discussion to provide direction to the Interim City Manager to begin search process for a City Manager

Mayor K. Bell provided the Interim City Manager, Mr. Cary with direction from the Workshop to go out for RFPs to secure a consulting firm (RFP’s) to search for a City Manager and allow Mr. Cary to name Interim Department Heads in the vacant positions and to post these positions for permanent placements in moving forward.

- q. Discussion to provide staff direction of the next steps in the Safe City Initiative
Mayor Bell provided Mr. Cary to schedule a Workshop in the near future to see how to proceed on this.

- r. Discussion relating to the history and implementation of the \$2.00 service charge being assessed on the monthly water bills

Mayor Bell provided Mr. Cary to schedule a Workshop in the near future to see how to proceed on this.

- s. Discussion/possible action to authorize the Interim City Manager to schedule interviews with the applicants for a Municipal Judge

Mayor Bell provided Mr. Cary with the date of August 9, 2021, from 3:00 p.m. - 5:00 p.m. for interviewing applicants for the position of the Municipal Judge.

Councilmember Yancy asked that local persons to be considered. Mr. Cary advised he would confirm with her.

- t. Discussion/possible action regarding Budget and Planning of Bayou Fest 2021
- ** Councilmember Carlson made a motion to set aside \$150,000.00 towards Bayou Fest

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

(7) APPOINTMENTS

- a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

Councilmember Carlson reappointed Maggie Manuel to the Building Standards Commission

Councilmember Mc Auliffe asked about the application from Coach Walker and has not received a phone call as of yet and asked to see the application to be added to the packet.

Clarified procedures for choosing appointments from the applications on file.

(8) EXECUTIVE SESSION

There was no Executive Session

(9) REQUESTS AND ANNOUNCEMENTS

Councilmember Mc Auliffe thanked Chaise for stepping up into the Interim City Manager position

Councilmember Carlson thanked Mr. Cary for stepping up and the Finance Department for their GFOA award

Councilmember Yancy concurred to the previous announcements

JC Pat Berry is the father of new residents on the city has his own business in El Paso Texas. Backhoe out and an offer was made to fly in if necessary and have one of his diesel mechanics to repair our or to pay for the rental for this piece of equipment.

Mayor- eventful time, and decisions have been made to move forward in the City changes isn't always the easiest to achieve, but the council is committed to do the work of the people. Welcomed Chaise of the role he is current in and thanked those who have stepped in those other roles, and we will all move forward together. Happy Fourth of July to who celebrated. (4th of July celebration. reminded all of the 26, 27, 29 and August 3 Budget workshops to begin at 10:30 a.m. 1030-5-6

(10) ADJOURNMENT

** Councilmember Mc Auliffe made a motion to adjourn the Regular meeting at 10:44 p.m.

** Councilmember Carlson seconded. **MEETING ADJOURNED.**

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

DRAFT



**CITY OF LA MARQUE
CITY COUNCIL WORKSHOP
MINUTES
of
July 12, 2021**

City Council Workshop Minutes of the City of La Marque City Council held on Monday, July 12, 2021, beginning at 6:00 p.m. in the Council Chambers, 1109-B Bayou Road and via teleconference (ZOOM) with the following members present:

(1) CALL TO ORDER

Mayor Bell called the Workshop to order at 6:01 p.m.

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell dispensed the invocation and led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

1. Marcy Doolittle spoke highly of the Street Department (Mr. Mose, Willie, Ernest, thanked the Police Department and also the Water Department for issues she had in each of these departments. "There is so much complaining against the city, I just want to compliment them."
2. Kathy Herrin Keith spoke in favor of the Intern program; she has had a chance to work with a few of them and said that the kids are wonderful. "I think we should work within, I want to show these kids, that when you work hard, you can get promoted." She then thanked members of the Police Department including Acting Police Chief Chad Waggoner and Officer Gonzales.
3. Re'chard Loftis submitted a formal complaint on a few members of the EDC Board. Asked if the Interim City Manager would look into the Fire Department, he had been hearing some things from employees that he didn't like.
4. Lisa Lewis provided information that she would like to see changed in the current chicken ordinance: 1) Asked that the 100-foot from any other dwelling clause to be removed; Regarding some other issues that citizens have with chickens, included noise, rats, smell, and loose chickens and the yards being too small to own chickens; 2) She proposed that all chicken feed be placed in metal containers

and (pest/rodent proof); 3) Code Enforcement should be allowed to issue citations/fines up to \$500.00; 4) No roosters should be allowed with the exception of mating purposes (rooster dating site) only in order to have eggs; rats can be attracted to dirty unkept chicken yards she believes people should be able to live self-sufficiently, especially in the current situation with Covid and food shortages.

5. Mike “Rock” Bock (sitting member of the Parks Board) spoke on the significance of park user fees. By charging these user fees, it will help in the necessary of match that is required in most grants. Said that the city does not have the budget to update, maintain and upgrade the parks to the extent that most of the parks require.

(5) CONSENT AGENDA Discussion on the following items (City Council reserves the right to pull any item(s) under the consent agenda for further discussion):

Mayor Bell asked that the first item (5a) be pulled out and discussed.

- a. Discussion relating to accepting the City of La Marque Audited Comprehensive Annual Financial Report as of September 30, 2020

Stephanie Harris of Belt, Harris and Pechacek briefly explained the contents of the Annual Audit, and also reported that the City had been awarded a prestigious certificate of excellence for its financial reporting for the year 2020 (audit year).

It was asked that the city find an overall balance of how much was overcharged on utility bills due to a different interpretation or the ordinance language. Auditor was recommending an industry standard approach. There is no right or wrong approach.

Interpretation of 1) proper billing should be corrected through STW; 2) revisit the 2019 ordinance.

It was mentioned that this information was shared with the previous administration toward the end of June.

Ms. Harris stated, “By State Statute, cities are required to have an annual audit. This is an unmodified opinion for 2020 fiscal year. It is a clean audit; a single audit was also required since the city spent over \$750,000.00 in federal grants funds. When a city is awarded a lump sum, it is an opportunity to claim that money and put property things in place once if the audit finds that the city is not in compliance and pass the grantors audit. There was some statistical information incorrectly given according to Mayor Pro-Tem Compian.

- b. Discussion relating to adopting Resolution No. **R-2021-0017**, authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts effective July 13, 2021

There was no further discussion.

- c. Discussion relating to adopting Logic Resolution No. **R-2021-0018**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective July 13, 2021

There was no further discussion.

- d. Discussion relating to adopting TexPool Resolution No. **R-2021-0019**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective July 13, 2021

There was no further discussion.

(6) OLD BUSINESS

- a. Discussion relating to "Speed Humps" and provide staff with direction

Council suggested that the draft ordinance does not grasp the problem which is controlling speeders within the neighborhoods.

Mayor Pro-Tem Compian had sent an example of a document that may be able to be used for reference (framework) that would help in the creation of a policy that would include options to control speeders, whether it be speed bumps, humps, or speed studies, etc., by combining a portion of the draft ordinance and previously submitted policies from previous meetings. It was suggested that to use "best practices" that are being used to control speeding in neighbors are needed by using current technology there are other traffic calming techniques.

Mayor Bell asked the Acting Police Chief (Chad Waggoner) whether there was anything in the law that prohibits speed humps on streets. If certain neighborhoods are requesting speed humps or bumps, a neighborhood could come before City Council, and Council already has the power to deal with this on a case by-case basis until this policy is complete. Caution will need to be heeded by doing this as it may appear to be selective. It was asked that something be done by the August meeting. It was asked to email this to all of Council for them to review and or make changes and or recommendations. It was also asked that the current policy be taken off of the website.

(7) NEW BUSINESS

- a. Discussion relating to adopting Ordinance No. **O-2021-0012**, requesting a zoning district change from (L-1) Light Industrial to (R-1) Single Family Residential for Lots 1-19 K Cook & Stewart Subdivision, located near 1st Ave and Orange Street (Galveston County property ID #196129 and 610851)

Consulting City Engineer Mr. Dinh Ho explained that the general area was originally planned as a Single Family Residential. Mayor Pro-Tem Compian commented that no one ever shows up at the Council meetings when these rezones are on the agenda and asked if residents were sent letters and Mr. Ho responded that mailouts are done through the Development Services Department before the Public Hearing of the Planning and Zoning Commission and that they were sent before this one as well, before that meeting was held. Mr. Ho corrected the backup that it should read for lots 1-14, not lots 1-19 as mentioned in the backup.

Chad Barham with Censeo Homes spoke and said that this area is one of the revitalization areas along Lake Road, which they are turning into Single Family Homes that will be for selling.

b. Discussion relating to a General Plan application for Olympia Lakes

Consulting City Engineer Mr. Dinh Ho asked that the following item (7c) concerning the PDD be discussed before the General Plan.

c. Discussion relating to adopting Ordinance No. **O-2021-0013**, requesting a zoning district change from (R-1) Single Family Residential to (PDD) Olympia Lakes Planned Development District for approximately 51.01 acres, located near Delany Road and Lawndale Street (Galveston County property ID #131493)

Consulting City Engineer D. Ho explained this item, and location was discussed and clarified that this is new growth, a new development which includes the building of 171 homes.

Councilmember Carlson asked how wide the streets were and it was said that they were 28-foot wide, which meets the Fire Code. He had an issue with the location with the second point of egress. He asked that another entrance be added.

Arya Karve of 7-GEN explained the two points of ingress and egress and the reason for their proposed locations. She asked if by changing the location of the second egress point, would work for Mr. Carlson. After a collective discussion it was agreed that the second point could be moved to the north side. It was asked if the new subdivision would have ample water and sewer. Mr. Ho clarified that they would, that the developer will be purchasing regional detention from Galveston County DD2. It will drain directly to the west - opposite side of Saltgrass Subdivision.

Councilmember Mc Auliffe clarified if sidewalks were included, which they are. Another question was to see if there is a way that more area could be added to the regular park and that the dog track be reduced in size. It is not a gated community, which will have public access for citizens outside of the community.

Price ranges will vary in prices, as well as all homes in that community will be for sale.

- d. Discussion relating to adopting Ordinance No. **O-2021-0014**, requesting a zoning district change from (MHP) Mobile Home Park to (PDD) Gulf Breeze Tiny Home Community Planned Development District for approximately 3.05 acres, also known as 3108 Gulf Freeway

Consulting City Engineer Mr. Ho explained this item. The developer is proposing to build onsite tiny homes to fill in the vacant spot once a mobile home is removed (rental community), as per ordinance, once a mobile home is removed, it cannot be replaced with another mobile home. It is a rental community and would have to be fixed to a foundation.

Interim Attorney Mr. Knebel spoke on the information that was provided to the city. Little information and or drawings were given as backup. (a diagram of what the current location looks like).

James Babb (James A. Babb, LLC) assisting in the development of this project, brought another drawing (site plan) and shared with City Council. Advised that these homes will be built in accordance with Texas Department of Insurance and Texas Windstorm requirements (and pier and beam) and will meet all of the standards, using local contractors. There are currently 12 available sites, for immediate use. Some of the current mobile homes are being subletters, and this is not allowed in this zone and will also be replaced by a tiny home. This is still in the preliminary planning stages. Some upgrading on the water and sewer lines are also being planned.

Councilmember Mc Auliffe raised her concerns and questions and asked if Code Compliance could also be involved in this discussion. Her concern was with landscaping and that the site plan needed to be more polished.

Code Enforcement Supervisor Kathleen VanStavern approached the podium and conferred that she and previous legal counsel and Acting Development Services Director had met previously and discussed this project with the owner and developers.

Mr. Ray Lotfi, the developer was available to answer a few questions or concerns from Councilmember Mc Auliffe. It was said that each individual unit would be specified under an individual permit. The siding on the tiny homes will be hardy board and built on-sight. The sizes will vary in size. There is above ground electrical for each individual homesite. Discussion continued about the present landscaping and what the landscaping would be like after this development would look like.

- e. Discussion relating to approving Preliminary Plat application for Landing at Delany Cove Section 14, located near F.M. 2004 and Mitchell Ln.

Consulting City Engineer D. Ho explained this item and further discussion involved around what impact all the new homes will have on the drainage in that area. Retention and/or detention ponds were briefly discussed. Mr. Ho reported that National Oceanic and Atmospheric Administration (NOAA) released new rainfall data in 2020 which leaves the City to have to make decisions concerning increasing the size of storm sewers, and other drainage related issues, increase detention ponds sizes when building new subdivisions, and other major developments. With the abnormal rain events that we have endured, the only way to ensure that drainage will not be affected, would be not to build at all.

- f. Discussion relating to approving Final Plat application for Ambrose Section 1, located near Delany Road and F.M. 1765

Consulting City Engineer D. Ho explained this item, there was no other discussion.

- g. Discussion relating to approving a Preliminary Plat application for Ambrose Section 2, located near Victory Springs & Fleming Road

Consulting City Engineer D. Ho explained this item, there was no further discussion.

- h. Discussion relating to approving Preliminary Plat application for Ambrose Section 3, located near Victory Springs and Fleming Road

Consulting City Engineer D. Ho explained this item, there was no further discussion.

- i. Discussion relating to approving Preliminary Plat application for Sunset Grove Section 4

Consulting City Engineer D. Ho explained this item, it was clarified that the consulting engineer was keeping track of the new homes being built.

- j. Discussion relating to appointing of a Mayor Pro-Tem for a two - year term
Mayor K. Bell explained that the action item is on the regular agenda, the terms were briefly discussed.

- k. Discussion relating to adopting Resolution No. **R-2021-0016**, and entering into an agreement with MillsShirley L.L.P. designating Robert Booth as Interim City Attorney for certain legal services

Mayor Bell clarified that if Robert Booth was unavailable for the meetings, that a representative would be in attendance.

- I. Discussion relating to and provide direction to the Interim City Manager to open the position of City Attorney for applications

Mayor Bell asked Council to think about what the motion should include, (I action item on the regular agenda)-whether it needs to include prosecutorial services in the bidding process.

- m. Discussion only on the Organizational Chart and provide staff with direction – Councilmember Carlson asked that this item be placed on the agenda, explaining that the organizational chart was confusing/ inaccurate. Further discussion led to the question of whether the Finance Director and the City Attorney should answer to the City Manager or City Council; the organizational chart is on the website but has inaccuracies but will be revisited during the budget workshops. It was clarified that any member of Council and Mayor will always be allowed to call/email and ask questions about the Council Budget.

- n. Discussion only of the “fowl” Ordinance

Mayor K. Bell led the discussion beginning by stating that the chicken debate has been going on for several weeks and asked for members of Council’s input:

Councilmember Mc Auliffe - to allow or not to allow, the numbers allowed-chickens, not any else at this time - keep it simple and she is in favor of owning chickens with an ordinance that will establish some clear boundaries - “no more than 8; at least ten feet form a property line and must be kept in a clean and sanitary condition.”

Councilmember Carlson also is in favor of having chickens, and also allowing the rehabilitation of chickens (refuge); keep the ordinance simple, ensuring that the runs are kept sanitary and clean and also 50-foot measured from corner of coup to the nearest structure, all food should be kept in a impervious container, no roosters.

Councilmember Yancy asked for strict interpretation by the code compliance office. No roosters (with the exception of maybe for two days)) for mating purposes; 50 foot is standard distance

Mayor Pro- Tem Compian stated that chickens should be allowed if the HOA permits chickens, should be allowed to roam in their yard; no roosters - if you just want eggs, no roosters are needed. The size of your property should be taken into consideration when determining the number of chickens that are allowed.

Mayor Bell reminded all of “Life, Liberty and the pursuit of happiness”, make sure that both sides are accommodating- under strict guidelines: “sound-coup” construction, feeding metal receptacles; consider chicken runs; sanitized monthly - deep-cleaned every six months; policing of where chickens are being kept, a

permit required or registration so that Code Enforcement can inspect those chicken owners premises on a routine basis to make sure they stay in compliance.

Code Compliance Supervisor Kathleen Van Stavern approached and asked that an amended ordinance be created that will give their department with clear direction: Gave examples of similar ordinances that govern chickens, and a lot of those do require building coups to be in compliance with current building codes; 50-foot is a good measurement (includes set-backs); maybe meeting with chicken owners and meeting with those who do not care for chickens to come w up with something that will accommodate both sides.

Ms. Herrin approached the podium and asked maybe neighbors could sign something that states that they have no problem with chickens.

Mr. Loftis approached the podium, and he will continue to complain about the rooster and chickens that live next door to him, and that he has recordings of noises at several times during the night on several dates of them.

Joe Wilson approached the podium, he is an owner of chickens, and reported that his coups are kept very sanitary, and is hoping that the ordinance doesn't not change so much that he is unable to keep his chickens, although the way it reads now, he is not within the proper footage required. He agreed that the ordinance does need to be revisited as it relates to "animals" and doesn't specify just chickens. Showed some pictures of his coups to Council.

Further discussion included possible fees attached to violations and or false reporting (but is tricky); all of these suggestions are to be introduced into a draft ordinance at a future date.

- o. Discussion relating to ratify the previous City Manager Charles "Tink" Jackson Separation Agreement

After Mayor Bell read the item, there was no further discussion.

- p. Discussion to provide direction to the Interim City Manager to begin search process for a City Manager

Discussion included the Acting Directors' positions/Interim positions: 1) City Council providing all legwork which would involve posting the job on TML website and other advertising job sites. Two members of Council that would rank all of the candidates after obtaining information from rank-and-file members staff and other members of City Council as to what they want in a City Manager, qualities and strengths then narrow down to either to or three top candidates and then invite those finalists to attend a citizen interaction, town-hall, forum and have those finalists to engage in questions and answers from members of the public. After this, the City Council would have the final say and decide on the best

applicant, after Council interviews each of those; 2) Consulting search firm to do all of the above, after Council gives them direction

- Community input (citizens provide input to the city as to what it wants in a City Manager)
- Look into costs associated with hiring a consulting search firm
- RFQ process
- Provide direction to City Council by August meeting
- At least a 90-day process

It was discussed that it is a lot to appoint and hire so many positions for an Interim to have to do.

Further discussion included the two Acting positions of Police Chief and Acting Fire Chief, and it was asked for the City Manager to appoint Interims in those positions. To post these positions even on an interim basis.

- Get Bids and bring back to Council the RFQ's received on the Consulting search firms
- To go ahead and start putting the pieces of staff together and make it known that they know that the new permanent City Manager could make other choices with all Interims eligible to be permanent, but not necessarily a current person at this time.

q. Discussion to provide staff direction of the next steps in the Safe City Initiative

Mayor Bell asked Interim City Manager to go back read through the 10 -12 items originally discussed in the Safe City Initiative and do a punch list to make sure what things have been accomplished; obtain a consulting firm that will assist in securing facilities, recommendations for our law enforcement community (manpower, training facilities, equipment); interact with community to make sure citizens know what it means to be safe understanding our own local issues; someone local and experienced in developing strategic plans.

r. Discussion relating to the history and implementation of the \$2.00 service charge being assessed on the monthly water bills

Councilmember Mr. Carlson began the discussion about the ordinance that was adopted in 2019 that put this action into play, which started the charges of \$2.00 added to citizens utility bills. Said that he spoke to the Chairperson of the Parks Boards and that the service charge shouldn't have been enacted on before the actual Master Plan had been completed.

Parks Board Member Michael "ROCK" Bock approached the podium, and he said that the purpose of these monies was supposed to be used for matching funds

required by the City, if and when a grant had been awarded for Parks Board purposes, and that the Parks Board couldn't use them for anything else.

Further discussion included bringing the contractor to the next meeting to give an update of where they were at on creating the Parks Master Plan.

- s. Discussion relating to authorize the Interim City Manager to schedule interviews with the applicants for the Municipal Judge

Mayor Bell and Council discussed a date that would work for all of Council to interview the new applicants and also bring back the three that were already interviewed. (August 9, 2021, date was agreed upon- 3:00 p.m. to 5:00 p.m.) - with an action item possibly appointing a Municipal Judge at the Council meeting that begins at 6:00 p.m.

- t. Discussion relating to Budget and Planning of Bayou Fest 2021 – Mayor K. Bell

Mayor Bell asked the Finance Director for information relating to costs associated with Bayou Fest. A discrepancy with Waste Management's decision not to donate last years' amount along with this years' donation amount as per contract, since Bayou Fest was not held last year due to the pandemic was discussed. The amount of \$250,000 was agreed upon by Council.

8. ADJOURNMENT

Workshop Meeting adjourned at 10:12 p.m.

Councilmember Carlson stepped out of the meeting at 10:12 p.m.



CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



**CITY OF LA MARQUE
SPECIAL MEETING OF CITY COUNCIL
MINUTES
of
July 23, 2021**

Minutes of Special City Council meeting held in the Council Chambers, 1109-B Bayou Road, La Marque, Texas as well as via teleconference - ZOOM on Friday, July 23, 2021, beginning at 11:00 a.m.:

(1) CALL MEETING TO ORDER

Mayor Bell called the Special Meeting to order at 11:01 a.m.

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember- District A
Joe Compian	Mayor Pro-Tem - District B
Michael Carlson	Councilmember - District C
Casey Mc Auliffe	Councilmember- District D

OTHER STAFF

Chaise Cary	Interim City Manager
Gus Knebel	Interim City Attorney - (MillsShirley)
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell provided the invocation and the Pledge of Allegiance followed

(4) CITIZENS PARTICIPATION

Bobby Merida introduced himself as a resident of District C, his mother, also a La Marque resident and lives in District A. "I take La Marque as my home, all districts. So, if I ride somewhere and I see something I am going to report it, whether anyone likes it or not." He then stated that a person who is affiliated with the City, (Ms. Brown) in some way, has been posting things about him on social media and that she should be reprimanded.

Asked that Mr. Merida put his concerns in writing to the Interim City Manager.

(5) NEW BUSINESS

- a. Discussion/possible action relating to City Manager to present the Proposed FY 2021-2022 Budget of the City of La Marque

Interim City Manager Mr. Cary introduced Finance Director Suzy Kou, who presented the budget binders for the 2021-2022 Proposed Budget to all members of Council, (which included an agenda, the Interim city Manager 's letter, and General Fund and Utility Funds charts, and other useful information for the following week when the actual Budget Workshops begin)

Ms. Kou explained that the audit journal entries have not been included or tied into certain columns in the reports, but once the budget is adopted, they will all tie in together. Reminded all that the proposed budget binder is a working draft and that there will be mistakes in the binder, but that this will be worked out during the budget process. "We still do not have the certified tax rolls, and since property taxes set the tone for the budget, we have used the best estimate at this time, once we have those numbers, they will be brought to you next week."

Further discussed the detail pages that follow each departments budget, explaining what is behind the numbers presented for that department.

"The normal budget process normally takes 3-4 months, this has not been a normal year, so we didn't begin the actual process until the 3rd of July, so there will be mistakes."

Ms. Kou further encouraged Council to look at the back of the binder where the debt and capital projects were located. Some capital projects may qualify for grants.

Mayor Bell asked if any of the newer members of Council had questions about how information is arranged and how to go about reading the material in front of them.

It was clarified that several different things including the most recent winter storm Uri, and other rain events were a few of the issues that contributed to the length of time that staff had to prepare the proposed budget document.

It was asked that a speaker be added to the agenda next week to speak before Council: Mark Ciavaglia (Linebarger Goggan Blair and Sampson, LLC), one of the city's outside tax advisors.

Mayor asked the Finance Director to explain a little about the tax rolls and the significance to the budget. Ms. Kou explained that the Chief Appraiser of the County will send to each entity within their jurisdiction, the preliminary tax rolls around late May which includes all of the property accounts with their estimated appraised values of those properties. A homeowner has a right to protest these appraisals, and these that are protested are also included in these preliminary rolls. "Around late July, we will received a certified roll, so we can levy taxes on.

We have seen a significant increase in the numbers, mainly because of new properties (2% growth), which is normal growth. I have requested for information from last years certified rolls to this years' preliminary rolls (top ten increases). These value effect the tax levy in our budget."

Mayor added and reminded all to find any irregularities that may be included in the proposed budget so that they can be corrected, and other housekeeping issues (lunches, snacks, personal items at each of their places on the dais etc.); and portraits at 5:00 p.m. on August 3, 2021.

(6) EXECUTIVE SESSION

There was no Executive Session

(7) REQUESTS AND ANNOUNCEMENTS

There were none

(8) ADJOURNMENT

** Councilmember Mc Auliffe made a motion to adjourn the Special Meeting at 11:33 a.m.

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



**CITY OF LA MARQUE
SPECIAL MEETING OF CITY COUNCIL
MINUTES
of
August 16, 2021**

Minutes of Special City Council meeting held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference - ZOOM on Monday, August 16, 2021, beginning at 6:00 p.m.:

(1) CALL MEETING TO ORDER

Mayor Bell called the Special meeting to order at 6:04 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D – via ZOOM

OTHER STAFF

Chaise Cary	Interim City Manager
Gus Knebel	Interim City Attorney
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEEGIENCE

Councilmember Yancy led the invocation, and the Pledge of Allegiance was dispensed

(4) CITIZENS PARTICIPATION

There was no Citizens Participation.

(5) NEW BUSINESS

- a. Conduct **FIRST** Public Hearing to hear public input regarding the FY 2021-2022 Proposed Tax Rate of **.550764**

The Public Hearing opened at 6:08 p.m.

No one spoke.

The Public Hearing closed at 6:08 p.m.

- b. Announcing the First Public Hearing for the proposed FY 2021-2022 Budget to be held on Tuesday, September 7, 2021

Finance Director Suzy Kou announced the first Public Hearing for the proposed FY 2021-2011 Budget to be held on Tuesday, September 7, 2021, at 6:00 p.m.

Mayor Pro- Tem Compian asked what the difference was between the hearing tonight and the one scheduled for the September the 7th. It was clarified that the tax rate public hearing was taking place tonight, and the public hearing scheduled for the proposed FY 2021-2022 Budget is scheduled for September the 7th. Also clarified was the publication and number of public hearings required by State law and the City's Charter.

(6) EXECUTIVE SESSION

There was no Executive Session

(7) REQUESTS AND ANNOUNCEMENTS

Councilmember Yancy reminded all of the Back-to-School backpack giveaway the following Saturday, August 21, 2021, at Highland Bayou Park beginning at 10:00 a.m. She asked that \$1,000.00 of her allowed \$5,000.00 go towards a Supergirl Group that is honoring her as a superwoman and allowing her to bring four or five young ladies from the community to introduce STEM and mentoring to them and invite them to an event in October or November – to recognize another leader in the community

Councilmember Mc Auliffe said that she appreciates the support of Council for allowing her to continue attending the Council meetings via ZOOM and reported that at the upcoming Farmers Market the following Sunday there will be the first of two vaccination mobile clinics onsite.

Mayor Bell asked that all continue to pray for the family of Jesse Trubbiante and expressed gratitude for his service to this community and also said he was very proud of how the La Marque Fire Department conducted themselves and how they helped in the going home of one of their fellow firefighters, and that the Fire Department has all of Council's support in moving forward together. "As long as I am here, this will be the mantra of this Council and of this City, that we move forward, together."

(8) ADJOURNMENT

****** Mayor Pro-Tem Compian made a motion to adjourn the Special meeting at 6:23 p.m. Councilmember Carlson seconded. **SPECIAL MEETING ADJOURNED**



**CITY OF LA MARQUE
SPECIAL CITY COUNCIL
MEETING OF
LA MARQUE EMPLOYEE BENEFITS TRUST
AGENDA
AUGUST 23, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Meeting of the La Marque Employee Benefits Trust on **Monday, August 23, 2021 at 5:00 p.m.** at 1109-B Bayou Road and **also via teleconference (ZOOM) for the purpose of considering the following agenda:**

(1) CALL MEETING TO ORDER

Mayor Bell called the Special Meeting to order at 5:05 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember District A
Joe Compian	Mayor Pro-Tem – Councilmember District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D (joined the meeting via ZOOM at 5:12 p.m.)

OTHER STAFF PRESENT:

Chaise Cary	Interim City Manager
Gus Knebel	Interim City Attorney
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell provided the Invocation and asked for special relief to Councilmember Yancy's toothache and Mayor Pro-Tem Compian led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

There was no citizen participation

(5) NEW BUSINESS

- a. Discussion/possible action authorizing the City Manager to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000

Finance Director Suzy Kou introduced the Vice President and Public Sector Regional Director at Gallagher Benefit Services, Mr. Nick Long

Mr. Long began by explaining the services that are provided to the City by Gallagher Benefits:

- * Annually – goes to the market checks insurance rates to make sure that they are getting the best benefits at reasonable prices for both employees and taxpayers
- * Monthly – provides reports to the staff on claims, hospital and how the plan is running
- * Staff – helps with ID cards, answer questions on other aspects for the services

Further discussion included the reason for choosing the Medical and Pharmacy Plan (Blue Cross Blue Shield); comparison to the different cities plans; compared deductibles between other plans; co-pays; emergency room misuse; out-of-network; dependents; proposed plan brings a slight reduction in employees' portion; but a very slight increase in city's responsibility; this plan provides improved benefits; the committee composed of a few city staff members have all agreed to this choice (includes a wellness program with monetary incentives that are attractive to employees)

Mr. Long explained what Texas Municipal League is (large organization that provides a lot of services to cities, including health insurance, legal work, advocacy at the State Capitol and the Risk Management side, the Risk Pool that only deals with Municipal Governments. Also provides Legislative updates keeping the municipalities abreast of laws effecting those cities, and mandates coming down from those laws.

The plan that the city has been using for the past five years, established Mental Health Parody, following all of the Federal guidelines, although municipalities are exempt from this.

- ** Councilmember Carlson made a motion to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

- b. Discussion/possible action to award Blue Cross Blue Shield through Texas Municipal League (TML) as provider for Employees' Medical and Pharmacy Insurance for plan year 2021-2022

** Councilmember Yancy made a motion to award Blue Cross Blue Shield through Texas Municipal League (TML) as provider for Employees' Medical and Pharmacy Insurance for plan year 2021-2022

** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

Finance Director Suzy Kou added that a 5% increase was included in the 2021-2022 proposed budget, but since this is only a 3% increase for employee benefits, she said that the 2% savings can go towards some of the new personnel that has been proposed in the budget.

Mayor thanked Mr. Long and stated that he trusted him and his recommendations as a public servant as well as a professional in the health care sector.

c. Discussion/possible action to award MetLife as provider for Employees' Life, Dental, and Voluntary Vision Insurance for plan year 2021-2022

Mr. Long explained this portion that was also included in the package, and that the coverage and price still remained the same, (held RATES) and that there were no complaints or issues.

** Councilmember Carlson made a motion to award MetLife as provider for Employees' Life, Dental, and Voluntary Vision Insurance for plan year 2021-2022

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

(6) EXECUTIVE SESSION

There was no Executive Session

(7) ADJOURNMENT

** Councilmember Carlson made a motion to adjourn the Special meeting of the LMEBT at 5:44 p.m.

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

Keith Bell, Mayor

ATTEST:

Kierra K. Nance
Deputy City Clerk

DRAFT



CITY COUNCIL AGENDA FORM

Meeting Date: 10.11.2021
Prepared by: Gus Knebel
Department: Interim Legal

Agenda item: 7a
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2021-0018**, amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date **THIS IS THE FIRST READING**

X

ATTACHMENTS FOR REFERENCE

1. Proposed amended Ordinance

STAFF BRIEFING:

Discussion of the need of possible changes to the “fowl” ordinance has come before City Council several times within the last few years. Citizens have been able to speak for and against the reasons why or why not chickens should be allowed within the city limits. With the citizens concerns in mind, this Council has recently proposed some changes to be presented in the form of an amended ordinance. The proposed ordinance is in a draft form to allow changes, additions or omissions to be included in a proposed ordinance.

HISTORY:

In 1980, City Council adopted an ordinance “Animals and Fowl” that added a section to the Code that restricted “fowl” to be kept within 100 feet of an occupied dwelling. In 2006, an ordinance was adopted that included fowl not being able to run at large, and if their runs were not kept in a clean and sanitary manner to be considered a public nuisance. After much discussion with the community, Council has proposed changes to the ordinance in an effort to reach a common consensus on this matter.

TARGET IMPLEMENTATION: Depends on Council’s changes and recommendations

SIGNIFICANT ACTION DATES:

This past year, there have been several workshops and meetings relating to proposed changes of this ordinance.



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2021-0018**, amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date **THIS IS THE FIRST READING**

(There may be changes, which would be deleted in the motion)- depends on Council's actions and recommendations

FISCAL IMPACT:

ORDINANCE NO. O-2021-0018

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS AMENDING SECTION 8-8 OF THE CITY CODE ALLOWING FOR THE KEEPING OF HENS; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Section 8-8 of the City Code prohibits the keeping of any animal or fowl within 100 of any occupied building; and

WHEREAS, the City Council desires to amend Section 8-8 of the City Code to allow for the keeping of Hens.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT:

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Section 8.8 of the Code of Ordinances, City of La Marque, Texas is deleted and amended to read as follows:

Sec. 8-8 Keeping of Hens

(a) Definitions:

Hen - a female chicken

Fowl - chicken

Rooster - a male chicken

Coop - an enclosure having four sides at least six feet in height and covered at the top with a roof to prevent the Hens from escaping and protect them from the elements. The enclosure shall have a minimum of 3 square feet of space per Hen.

Chicken Run - a fenced outdoor area where the Hens have at least 10 square feet per Hen. The fence shall be at least six feet in height and prevent the Hens from escaping.

(b) Keeping of Hens near residences.

It shall be unlawful for any person to keep, harbor, or maintain hens within twenty-five feet of the property line and any residence, excluding the owner's residence, within the City. The number of Hens shall be limited to twenty-five (25) per lot.

(c) Keeping of Roosters.

It shall be unlawful for any person to keep, harbor, permit, or maintain Roosters within the City.

(d) Condition of the Premises where Hens are kept.

A person who keeps, harbors, permits, or maintains Hens in the City shall house the Hens in a Coop and a Chicken Run in accordance with this Section. Hens shall not be permitted to roam free in the City. The Coop and Chicken Run shall be kept in a clean and sanitary condition. The floor of Coop and Chicken Run shall be maintained such that no offensive odors are emitted therefrom. The floor of the roosting spaces shall be kept covered with deep dry litter. The Hens kept in the Coop and Chicken Run shall always have access to clean water.

(e) Food storage requirements.

Food for the Hens shall be kept in non-permeable metal storage bins. These bins shall be lockable to prevent pests and predators from accessing the food.

(f) Permit requirements.

- (1) Every person who keeps Hens in the City shall apply for a permit from the City. Said permit shall be valid for one year after its issuance. A person who keeps Hens must apply for an annual renewal of the permit. There shall not be a fee for a permit under this Section.
- (2) Prior to the issuance of a permit under this section Code Compliance shall inspect the Coop to ensure compliance with this section. Prior to the issuance of any permit renewal under this section Code Compliance may inspect the Coop to ensure compliance with this section.

(g) Enforcement

- (1) The provisions of this section shall be enforced by the Code Compliance Department. The Code Compliance Supervisor and its deputies shall have full authority to enforce this section and in doing so are empowered to enter upon any private property to ascertain whether Fowl are being kept in accordance with this section.
- (2) A person who violates this section shall for each violation or noncompliance be deemed guilty of a misdemeanor, and upon conviction, shall be fined as provided in Section 1-7 of the City Code. Upon the third conviction of a person for violation of this Section such person may have its Permit to keep Hens under this section revoked by the Supervisor of Code Compliance.

Section 3. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Publication and Effective Date. This Ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2021**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, **2021**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Robert E. Booth
Interim City Attorney

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

October 5, 2021

VIA EMAIL

Mr. Chaise Cary
Interim City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Engagement Letter – City of La Marque, Texas – GCWA Water Supply Contract;
Billing File Number: 4297-0

Dear Mr. Cary:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. (“Lloyd Gosselink”) will represent the City of La Marque (“City”) with respect to negotiating a new long-term water supply contract from the Gulf Coast Water Authority (the “Matter”). Our acceptance of this representation (the “Representation”) becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$375 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously

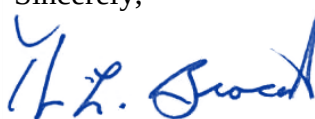
been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Thomas L. Brocato

TLB/jas
4297/00

CITY OF LA MARQUE, TEXAS

Signature

Printed Name

Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed -- A Mandate for Professionalism**" described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchermann, Jr., Judge

ADVANCE FUNDING AGREEMENT

This Advance Funding Agreement (“Agreement”) is made between the City of La Marque, Texas (“City”) and ALM La Marque, LLC, a Delaware limited liability company (“Developer”). The City and Developer shall be collectively referred to as the Parties herein.

RECITALS

WHEREAS, the Texas Department of Transportation (“TxDOT”) is completing highway improvements generally described as the reconstruction of IH 45 from South of FM 1764 to North of FM 519 (the “Highway Improvements”);

WHEREAS, Developer is constructing a warehouse adjacent to the Highway Improvements (the “Development”);

WHEREAS, Developer’s new construction requires a deceleration lane be constructed along IH 45 Southbound Frontage Road with taper near Hallam Road (“Project”);

WHEREAS, TxDOT has agreed to complete the Project and has requested City advance funding to pay for the Project;

WHEREAS, City agreed to advance funding and pay for the Project if Developer reimburses City for its costs associated with the Project;

WHEREAS, City requests and Developer and Developer agrees to pay the Project Costs (as hereinafter defined) in connection with TxDOT’s completion of the Project;

WHEREAS, City has determined that such participation is in the best interest of the citizens of City;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. Within 15 days of the execution of this Agreement, Developer shall remit to City an amount equal to \$38,172.15, which City and Developer have agreed upon as an estimate of the costs necessary for the Project (the “Project Costs”). Within fifteen (15) days following City’s receipt of the Project Costs from Developer,

City shall remit the Project Costs to TxDOT, pursuant to that certain Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On-System dated _____, 2021, by and between City and TxDOT (the “TxDOT Funding Agreement”). City and Developer hereby agree that (i) the Project Costs payable by Developer to City hereunder shall be a one-time payment of a fixed amount, in full satisfaction of all of Developer’s obligations with respect to the Project in connection with the Development; (ii) Developer shall not be entitled to a refund of any portion of the Project Costs in the event the Project Costs exceed the actual costs of the Project; (iii) under no circumstances shall Developer be required to advance or fund any additional amounts in connection with the Project including, without limitation, in the event the actual costs of the Project exceed the Project Costs; (iv) and City shall not require completion of the Project as a prerequisite to issuing a temporary or permanent certificate of occupancy for the Development, nor shall City withhold, condition or delay issuance of such temporary or permanent certificate of occupancy as a result of the Project not being completed; provided, however City may require Developer’s payment of funds hereunder as a condition for issuance of a permanent certificate of occupancy.

3. Responsibilities of the Parties

Developer and City agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

4. Document and Information Exchange

Developer agrees to electronically deliver to City all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

5. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

City	Developer
City of La Marque ATTN: City Manager 1111 Bayou Road La Marque, TX 77568 Email: _____	ALM La Marque, LLC c/o USAA Real Estate Company, LLC Attn: Lange Allen 9830 Colonnade Blvd., Suite 600 San Antonio, Texas 78230-2239 Email: lange.allen@usrealco.com With a copy to: notice@usrealco.com

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the City and Developer, the terms of this Agreement shall control.

8. Successors and Assigns

Developer and City each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Developer and City.

Developer	City
ALM La Marque, LLC, a Delaware limited liability company	
By: LM Logistics REIT II, a Texas real estate investment trust, its sole member	
By: _____	
Name: _____	
Title: _____	
	_____ Signature
	_____ Chaise Cary Typed or Printed Name
	_____ Interim City Manager Typed or Printed Title
	_____ Date
Date	

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of La Marque**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114872** authorizing the State to undertake and complete a highway improvement generally described as **the reconstruction of IH 45 from South of FM 1764 to North of FM 519**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **the construction of a deceleration lane along IH 45 Southbound Frontage Road with taper near Hallam Road** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. Within thirty (30) days of execution of this Agreement, the Local Government shall remit its financial share as set forth in Attachment A hereto for the State's estimated construction oversight and construction costs, in full satisfaction of the Local Government's funding obligations with respect to the Project.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification. **Not Applicable**
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

CSJ #	0500-04-105
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Project Name	IH 45 Deceleration Lane

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. **Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. **Termination**

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. **Not Applicable**

13. **Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of La Marque ATTN: City Manager 1111 Bayou Road La Marque, TX 77568	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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Project Name	IH 45 Deceleration Lane

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Eliza C. Paul, P.E.
Typed or Printed Name

Chaise Cary
Typed or Printed Name

District Engineer, Houston District
Typed or Printed Title

Interim City Manager
Typed or Printed Title

Date

Date

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government has requested the State include the construction of a deceleration lane in the State's project to reconstruct IH 45, from south of FM 1764 to north of FM 519 in Galveston County. The Local Government will provide the preliminary design plans for the work. The State will construct a deceleration lane per the approved design, with taper at future Hallam Road public street connection, along the IH 45 southbound frontage road, approximately 1000 feet northwest of Fleming Street and approximately 2500 feet southeast of Delany Road in La Marque, TX. The deceleration lane will be concrete with curb and gutter. The future Hallam Road public street connection will be constructed and paid for by a third party as provided under a TxDOT permit.

The Local Government shall contribute a fixed amount of \$38,172.15 toward the Project costs. Within 30 days of execution of this Agreement, the Local Government shall remit payment in the amount of \$38,172.15 to the State for its share of the Project costs. The State will pay any cost overruns.

The State will maintain the Project upon completion of the work.

CSJ #	0500-04-105
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Deceleration Lane

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

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The State will maintain the Project upon completion of the work.

AGREED EXTENSION TO FIRE FIGHTERS COLLECTIVE BARGAINING AGREEMENT

WHEREAS, The City of La Marque, Texas (the "City") and Local No. 3282, International Association of Fire Fighters (the "Union") desire to extend the current terms of the Fire Fighters Collective Bargaining Agreement (the "CBA");

WHEREAS, the current CBA expired on September 30, 2021;

WHEREAS, prior to the expiration of the current CBA the parties mutually agreed to extend the terms of the current CBA one additional year; and

WHEREAS, the parties desire to memorialize the extension agreement in writing by this Agreed Extension to Fire Fighters Collective Bargaining Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Except as contained herein the Terms of the CBA shall continue unmodified for the fiscal year of 2022, more specifically October 1, 2021-September 30, 2022.

Article 9 Wages shall be modified so that Employees shall receive a COLA adjustment for 2021 of 2%. This COLA adjustment shall be effective October 1, 2021.

Dated to be effective this _____ day of 2021.

This Agreed Extension has been executed this _____ day of _____, 2021 in duplicate counterparts, and have been approved by the City Council of La Marque, Texas at a meeting held on _____ day of _____, 2021, and having been approved by the Union on the _____ day of _____, 2021.

[SIGNATURE PAGE FOLLOWS]

CITY OF LA MARQUE, TEXAS

Mayor Keith Bell

Joe Compian, Mayor Pro-Tem

Kimberly Yancy, Councilmember District A

Michael Carlson, Councilmember District C

Casey McAuliffe, Councilmember District D

Chaise Cary, Interim City Manager

UNION

Jody Martinez, President

Brennan Briggs, Secretary



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: **8d**

Prepared by: Robin Eldridge

Reviewed by: _____

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2021-0023**, designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for the year 2022

☒

ATTACHMENTS FOR REFERENCE

1. Email from H-GAC
2. Resolution

STAFF BRIEFING:

- H-GAC's bylaws provide that each member of a Home Rule City with a population under 25,000, as of the last (2010) Federal Census, is entitled to designate one Representative and one Alternate to the H-GAC General Assembly, which will meet in early 2022
- On November 8, 2021 at the Home Rule Cities Caucus, General Assembly members will select two Home Rule city representatives and two alternates serve on the 2022 H-GAC Board of Directors.

HISTORY:

- The current designees are: Councilmember Casey Mc Auliffe as the Representative and Mayor Pro-Tem Compian as the Alternate.

TARGET IMPLEMENTATION: October 11, 2021

SIGNIFICANT ACTION DATES:

11.8.2021 - H-GAC Home Rule Cities Caucus

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Appointment | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Recommend to adopt Resolution No. **R-2021-0023**, designating _____ as Representative and _____ as



CITY COUNCIL AGENDA FORM

Official Alternate to the General Assembly of the Houston-Galveston Area Council
for year 2022

FISCAL IMPACT: N/A

Robin Eldridge

From: Jones, Cynthia <Cynthia.Jones@h-gac.com>
Sent: Wednesday, October 6, 2021 6:40 AM
Subject: Save the Date! - H-GAC Home Rule Cities Caucus - Monday, November 8, 2021
Attachments: 2022 HR-GL_Des Form.pdf

Importance: High

[External Email] This message originated from outside your organization.



Greetings Home Rule City Mayor,

Designated representatives of the Houston-Galveston Area Council's Home Rule cities will meet on **Monday, November 8**, at the **Hyatt Regency Houston West** (formerly Omni Westside) located at 13210 Katy Freeway, Houston, TX 77079 beginning at 6:30 p.m. with a Cash Bar Reception. At this meeting, General Assembly members will select two Home Rule city representatives and two alternates to serve on the 2022 H-GAC Board of Directors. Please share this information with your designated representative and alternate and mark your calendars for this very important meeting where your city will have an opportunity to engage with H-GAC staff.

If you have not made your 2022 H-GAC General Assembly designations, please use the attached form to do so at this time. You may return your completed designation form to Laura.Parker@h-gac.com. Should you have any questions, please don't hesitate to contact me at 713/993-4591 or email me at Cynthia.Jones@h-gac.com.

We look forward to seeing your city's representative and/or alternate at this year's **Home Rule Cities Caucus** and discussing how H-GAC can better serve your community.

Regards,

CYNTHIA JONES

Lead Program Coordinator, Administration

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120

Houston, TX 77027

Mailing Address: P.O. Box 22777

Houston, TX 77227

Direct | 713-993-4591

h-gac.com

*"H-GAC honors, respects, and promotes the great diversity
of our region while serving today and planning for tomorrow."*

RESOLUTION NO. R-2021-0023

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2022 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of La Marque, Texas that _____ be and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2022.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED, APPROVED AND ADOPTED, by City Council of the City of La Marque on this the this _____ day of _____, 2021.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Interim City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9a

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #02-22** to Spec Oil Retail Fuels for fuel and oil in the amount of \$10,000 in differential costs

X

ATTACHMENTS FOR REFERENCE

1. LM 02-22 Invitation to Bid (Spec Oil Retail Fuels Bid Proposal)
2. LM 02-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Spec Oil Retail Fuel as the lowest qualified bidder meeting all specifications.
- Vendors were quoting on the differential between wholesale cost and their proposed fees.
- Based on the City's fleet fuel program, purchases will consist of fueling backup generators, oil, hydraulic fluids as well as fuel/diesel drop during emergency storm preparation as needed.
- All bids are based on the estimated quantities supplied by the City of La Marque.
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bids were placed on the City's website as well as Bidnet.
- Only one (1) qualified bids were received.
- Please see enclosed bid tabulation for bid results.

HISTORY:

- The amount bid by the vendors is a price differential of a (+or-) cost of the fuel Rack Average on the day of purchase.

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES:

October 11, 2021 - Council to consider awarding bid to Spec Oil Retail Fuel

Cost Details:	
Budgeted	93,500.00
Actual Bid	Unleaded+.2500 Diesel 2 +.2500



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Award of Bid | |
| ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

	Diesel Sm Del +.7500
Estimated Expenditure	10,000.00
Acct. Name(s)	Fuel / Oil
Line Items #	01 2020 12 00 02 2020 22 00 02 2020 24 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #02-22** to Spec Oil Retail Fuel for fuel in the amount of \$10,000 in differential costs

FISCAL IMPACT: Throughout the 2021-2022 budget year due to fluctuating fuel prices, a higher overall average increase could result in cost overruns

**CITY OF LA MARQUE
INVITATION TO BID
LM #02-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, September 22, 2021 for:

"FUEL"

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, September 22, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #02-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

**TERMS AND CONDITIONS
LM #02-22
FUEL**

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase,

rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning October 1, 2021. The City must obtain prices early in order to prepare for the upcoming fiscal year budget.
15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., § 1, et. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by the supplier: FOB City of La Marque, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or other designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

SPECIFICATIONS
LM #02-22
FUEL

1. Gasoline and Diesel are to be delivered F.O.B. to the City of La Marque Field Office, 1500 Municipal Drive, La Marque, Texas 77568 or Police and Fire Station locations.
2. The normal single order will be for approximately 3,500 gallons of gasoline, and 2,000 of diesel. Additional deliveries to the Police and Fire Stations will be in quantities of 100 to 500 gallons at these sites.
3. Do not include applicable state and federal tax in unit price bid.
4. Unleaded gasoline shall meet the following requirements:
 - Conform to ASTM 439, at latest revision for and *antiknock index of:
 - 89.0 Minimum for unleaded plus
 - 92.4 Minimum for premium unleaded
 - * The antiknock index being calculated by $(RON + MON/2)$
5. Diesel shall conform to ASTM No. 2-D and a minimum Cetane No. of 40.
6. Also bid product known as premium diesel.
7. Quality Assurance: The City of La Marque shall have the right, upon delivery of gasoline, or at any time, to determine compliance with such standards by performing test in accordance with the methods prescribed by the American Society for Testing Materials (ASTM). If the Vendor questions or disputes the results of tests as it may deem necessary, it determined that any fuel failed to satisfy the quality standards set forth herein, or it is determined that any gasoline tested failed such quality standards, the expenses of such tests shall be assumed by the Vendor.

The Vendor agrees to replace any fuel not meeting the city's specifications at no cost to the City. The vendor further agrees to repair and make whole, all engine damage resulting from the placement of fuel in City vehicles.
8. Vendors are requested to bid a FIRM DIFFERENTIAL to be added to/subtracted from the OPIS average daily rate for the HOUSTON region. Billing will be determined by the rates on the date of delivery of the product. The bid award shall be based upon, but not necessarily limited to, the following factors:
 - A. Differential
 - B. Delivery

**PROPOSAL
LM #02-22
FUEL**

The quantities listed below are estimated based on prior year's usage and are for acquainting the bidder with the probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The Vendor shall furnish quantities to the City as needed.

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	\$ 0.2500	\$ 10,750.00
30,000	Diesel No. 2 as per specifications	\$ 0.2500	\$ 7,500.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	\$ 0.7500	\$ 2,625.00
	TOTAL AMOUNT OF DIFFERENTIAL		\$ 20,875.00

- Indicate + or - PAD Report

SIGNATURE PAGE
LM #02-22
FUEL

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Spec Oil Retail Fuels LLC/dba 3L
Company Name


Signature

David Simpson Sales Representative
Printed Name & Title

12235 Robin Blvd.
Address

Houston, Tx 77045
City, State & Zip

832-654-7129
Phone

dsimpson@3lvs.com
E-Mail

9/16/21
Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____



**LM #02-22
FUEL
BID TAB**

BIDDER: Spec Oil Retail Fuel

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	0.2500	\$10,750.00
30,000	Diesel No. 2 as per specifications	0.2500	\$7,500.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	0.7500	\$2,625.00
	TOTAL AMOUNT OF DIFFERENTIAL		\$20,875.00

BIDDER:

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications		
30,000	Diesel No. 2 as per specifications		
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites		
	TOTAL AMOUNT OF DIFFERENTIAL		



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9b

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of \$39,500.00

X

ATTACHMENTS FOR REFERENCE

1. LM 03-22 Invitation to Bid (Texas Materials Group)
2. LM 03-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Texas Materials Group as the lowest qualified bidder meeting all specifications.
- The cold mix cold lay products are used to repair/patch pot holes throughout the City.
- All bids are based on the estimated quantities supplied by the City of La Marque.
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bids were placed on the City's website as well as Bidnet.
- Two (2) qualified bids were received.
- Please see enclosed bid tabulation for bid results.

HISTORY:

- Texas Materials Group is a new vendor to the City

TARGET IMPLEMENTATION: October 11, 2021

SIGNIFICANT ACTION DATES:

October 11, 2021 - Council to consider awarding bid to Texas Materials Group



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Award of Bid | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	39,500.00
Actual Bid	39,500.00
Estimated Expenditure	39,500.00
Acct. Name(s)	Street Maint.
Line Items #	01 3010 12 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of \$39,500.00

FISCAL IMPACT: Annual reoccurring cost

**CITY OF LA MARQUE
INVITATION TO BID
LM #03-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, September 22, 2021 for:

“COLD MIX COLD LAY (CMCL) - SECTION I”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, September 22, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #03-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

**TERMS AND CONDITIONS
LM #03-22**

COLD MIX CLAY (CMCL) - Section I

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.

- C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning October 1, 2021. The City must obtain prices early in order to prepare for the upcoming fiscal year budget.
15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, et. Seq. (1973).

16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

17. Bids received after the closing time will be returned unopened.

18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568 or another designated site.

19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.

20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM #03-22
COLD MIX COLD LAY (CMCL) - Section I

1. **Scope:**

This section covers Cold Patch Mix. Cold patch is a special material that is designed for the use of cold patch applications of asphalt concrete. This material can be used in the repair of potholes and larger areas where this type of material is applicable. The design gradation of Cold Mix Patch must comply with the 1982 Texas Highway Department Standard Specifications, Item #350, Type "D".

2. **Design Job Mix Formula:**

Sieve Size	Independent Percent Retained	Item #350 Specifications
1/2"	0	0
3/8"	3.4	0 - 15
#4	33.3	21 - 53
#10	26.0	11 - 32
+ #10	62.7	54 - 74
#40	10.7	6 - 32
#80	18.8	4 - 27
#200	6.4	3 - 27
-200	4.7	1 - 8
% binder	4.7	4.0 - 8.0

3. **Production Data:**

Description	Minimum Temp.	Maximum Temp.
Mixing Temperature (°F) *	220	290
Specific Gravity of Binder @ 60°F	0.987	
Flash Point of Binder (°F)	500 +	

* Aggregate should be surface dried.

4. **Stockpile Data:**

Normal Stockpile Height -----8 -Feet (8') Maximum

Normal Stockpile Life ----- 3 - 5 Months

* Material should be turned weekly to prevent crusting.

5. **Mixture Stripping:**

The aggregate combination in this project as shown to have less than 5% stripping in stockpile.

**PROPOSAL
LM #03-22
COLD MIX COLD LAY (CMCL) - SECTION I**

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the City as needed.

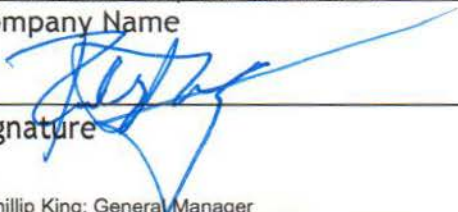
Estimate d Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$ <u>97.75</u> /ton	\$ <u>34,212.50</u>
	TOTAL COST		\$ <u>34,212.50</u> —

SIGNATURE PAGE
LM #03-22
COLD MIX COLD LAY (CMCL) - SECTION I

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total amount of Bid: \$ 34,212.50

Texas Materials Group, Inc. dba Gulf Coast
Company Name


Signature

Phillip King: General Manager
Printed Name & Title

3003 Kilgore Pkwy.
Address

Baytown, TX 77522
City, State & Zip

713-292-2868 phillip.king@gc-texas.com
Phone E-Mail

09/21/2021
Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____



**LM #03-22
COLD MIX COLD LAY (CMCL) - SECTION I
BID TAB**

Bidder: Texas Materials Group

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$97.75 / ton	\$34,212.50
	TOTAL COST		\$34,212.50

Bidder: Waller County Asphalt

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$112.61 / ton	\$39,413.50
	TOTAL COST		\$39,413.50

Bidder:

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$	\$
	TOTAL COST	\$	\$



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9c

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of \$150,000.00.

X

ATTACHMENTS FOR REFERENCE

1. LM 06-22 Invitation to Bid (Sprint Waste Bid Proposal)
2. LM 06-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Sprint Waste Services
- Sprint Waste Services processes and methodology are preferable as they are more environmentally sound and efficient
- The selected vendor provides additional services such as tank cleaning after sludge removal
- The bid was placed in the Galveston Daily Newspaper that ran twice in a (15) day period
- The bids were placed on the City's website as well as Bidnet
- All bids are based on the estimated quantities of supplies by the City of La Marque
- One (1) qualified bid was received

HISTORY:

- The sludge removal process is performed approximately every six (6) weeks
- The independent contractor mobilizes a belt filter press and a fleet of 30-yard end dump trucks
- The filter press removes and separates liquids from solid materials from four (4) plant process digesters
- The separated cake is deposited in the dump truck trailers and the material is hauled off to the landfill for disposal
- This whole process takes approximately two (2) weeks

TARGET IMPLEMENTATION: **October 11, 2021**

SIGNIFICANT ACTION DATES:

09.14.2020 - Council awarded sludge removal bid to Sprint Waste Services

Cost Details:	
Budgeted	\$150,000.00
Actual Bid	\$190,000.00
Estimated	\$150,000.00



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Expenditure	
Acct. Name(s)	Repair/Maint. STP
Line Items #	02 3010 24 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of \$150,000.00.

FISCAL IMPACT: Annual reoccurring cost

**CITY OF LA MARQUE
INVITATION TO BID
LM #06-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, September 22, 2021 for:

“SLUDGE MANAGEMENT”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, September 22, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #06-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #06-22
SLUDGE MANAGEMENT

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:

- A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**; it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2021.** The City must obtain prices early in order to prepare for the

upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).

16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

17. Bids received after the closing time will be returned unopened.

18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.

19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.

20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**SPECIFICATIONS
LM #06-22
SLUDGE MANAGEMENT**

Item No. 1 - General:

The City of La Marque is requesting proposals for a Sludge Management Contract to remove sewage sludge (bio solids) from the City's domestic wastewater treatment plants and for transporting, treating and disposing of the sewage sludge (bio solids) for beneficial reuse. The City of La Marque operates and owns 3.0 million gallons per day (MGD) wastewater treatment plant for the treatment of domestic sewage which produces solids, which must be disposed of from time to time. The West Plant is located at 2701-B Woodland approximately $\frac{3}{4}$ mile south of IH-45 and FM 519.

It is the intent of the City to enter into a formal bio solids management and disposal agreement with a successful bidder to remove and dispose of sewage bio solids from its aerobic digesters on a recurring basis approximately every four to six weeks for a 12-month period. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Failure of the City and the successful bio solids management company on negotiated prices will require that the City put the contract out for bid. Either party may terminate agreement within 30 days' notice in writing to the other party.

Item No. 2 - Terms/Definitions:

The terms and definitions in this agreement shall have the meaning ascribed thereto in the preamble of this agreement, or as follows:

1. **Applicable Regulations:**

Means all federal, state and municipal regulations regulating the transportation, treatment and reuse and disposal of Sludge including, but not limited to, 40 CFR Part 503, Standards for the Use or Disposal of Sewage Sludge, 40 CFR Part 258, Municipal Solid Waste Landfill Regulations and 325TAC 461, et seq., Texas Department of Health, Municipal Solid Waste Management Regulations, each as they may be supplemented or amended from time to time.

2. **Bio solids**

Refers to sewage sludge, which is stabilized and meets parameters set by the Environmental Protection Agency (EPA) for beneficial use.

3. **BLF Analysis**

The test outlined in EPA regulations to determine the quantities of various constituents in the sludge, including but not limited to Cadmium, Zinc, Copper,

Nickel, Lead, Arsenic, Chromium, Mercury, Selenium, Molybdenum, Nitrogen (Ammonia and TKN), Phosphorus and Potassium.

4. TCEQ
Texas Commission on Environmental Quality
5. EPA
United States Environmental Protection Agency
6. Operator
The generations' operator of the Plant
7. Permit
The TCEQ Permit to Dispose of Waste issued with respect to the Plant and the correspondence NPDES Permit.
8. Plant
The Generators Wastewater Treatment Plant (WWTP)
9. Class B
Means sludge meeting Class B pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart, and Standards for disposal of Sewage Sludge.
10. Class A
Means sludge meeting Class A pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart F, Standards for Disposal of Sewage Sludge.
11. Regulatory Agencies
The EPA, TCEQ and any other governmental agency with jurisdiction over the transportation, treatment, and disposal or beneficial use of domestic sewage sludge.
12. Records
All records maintained with respect to the transportation, treatment and final disposition of Sludge are required to be created and maintained by the Application Regulations and Permit.
13. Sewage Sludge or Sludge
Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge

in a sewage sludge incinerator or grit and screenings generator during preliminary treatment of domestic sewage in a treatment works.

14. TCLP
The EPA Toxicity Characteristic Leaching Procedure Test
15. BLF
Beneficial Land Farm

Item No. 3 - Obligations of the City:

1. Immediately notify Bio Solids Manager of any changes in waste to the Plant or operating of the Plant which may render the sludge inappropriate for beneficial use.
2. Provide the results of pH measurement of the sludge in the digester, twice per month.
3. 440-volt, 3-phase electrical service with a 100 amp disconnect located within 200' of the digester. 110-volt is also available.
4. A ¾ to 2" potable water connection located within 100' of the digester.
5. A sanitary sewer manhole within 100' of the digester in which the contractor may discharge liquid wastes back to the entrance works of the treatment plant.
6. Sufficient area to set up dewatering equipment, haul boxes and/or trucks.
7. Provide 24 hour, 7 days per week access to the treatment plant.
8. Provide access for the Bio Solids Manager to facilities and seven-day notification for service.

ITEM NO. 4 - Obligations of the Bio Solids Manager:

1. Provide a BLF Analysis of a representative sample of the sludge on a quarterly basis.
2. Provide independent laboratory analysis of bio solids to determine percent solids. If dewatering is used, analysis will be performed on each truckload. This percent solids analysis will be the basis for determining the dry tons for price calculations. The costs of this analysis is included in the base price for sludge removal.

3. Provide testing to verify that sludge meets Class B EPA, CFR 503 Regulations requirements.
4. Transport, treat and dispose of, or beneficially use, bio solids as required for compliant and cost-effective operation of the WWTP. Bio solids Manager shall not be required to transport, treat or dispose of sludge at any time or under any conditions which would cause a violation of the Permit or Applicable Regulations.
5. Create and maintain all Records and Reports required by the Permit and the Applicable Regulations or as requested by the Generator.
6. Perform any calculations and cause to run any test or analysis on Sludge, as requested by the Generator.
7. Provide a pH measurement of the soil for each application of bio solids. Provide Cation Exchange Capacity, Cadmium and PCB's of soil for the application area at the site, every six-(6) months, until such time that a change in the Discharger permit does not require such testing.
8. Keep work site clean during operations and upon completion remove trash, equipment, waste, debris and spilled bio solids from the work area.
9. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, truck weighing and anything else necessary for the successful disposal of the bio solids at no additional charge to the City.
10. All vehicles and/or commercial vehicles, such as truck, tractor, trailer or semi-trailer, or combination of such vehicles used in the transportation of the sludge shall not exceed 20,000 pounds carried on any one-(1) axle or with a tandem axle weight excess of 34,000 pounds.
11. The Bio Solids Manager will be required to transport and store bio solids for beneficial reuse when the beneficial site is frozen or covered with ice, or during rain or when precipitation is imminent. The bio solids storage site will meet all federal, state and municipal regulations, which regulate sludge

**PROPOSAL
LM #06-22
SLUDGE MANAGEMENT**

Quantity: The quantity of bio solids hauled shall be measured by truck volumes. Every load of thickened bio solids will be tested for percent solids. Dry weight of bio solids will be determined from this data.

Price: All services shall be charged in accordance with the following fee schedule:

SLUDGE MANAGEMENT CONTRACTOR FEES

<u>Description</u>	<u>Price</u>
*Bio solids Removal	\$ 760.00
Annual Reports TNRCC	\$ No Charge
Metals and Nutrient Test (BLF Analysis)	\$ N/A
Toxicity Characteristic Leaching Procedure Test	\$ 2,300.00
PCB Test (On Sludge)	\$ 250.00
EPA Discharge Monitory Reports for Bio solids.....	\$ No Charge
Land Practice.....	\$ N/A

*Bio solids removal fee will include transportation to and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons removed.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$760.00	\$ 190,000.00

Methodology for Bio Solids Removal: Dewatered biosolids with mobile belt filter press

Transport dewatered biosolids by end dump to a TCEQ-approved landfill

Registered Site No.: Permit 1149 - Galveston Cty LF; Permit 261-A- McCarty Rd LF; Permit 1505-A Blue Ridge LF

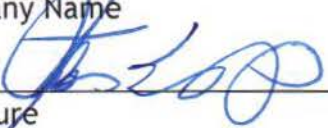
Beneficial Reuse Site: N/A

**SIGNATURE PAGE
LM #06-22
SLUDGE MANAGEMENT**

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 190,000.00

Sprint Waste of Texas, LP
Company Name


Signature

Jonathan Hill, Vice President
Printed Name & Title

1820 Candle Ridge Park
Address

Houston, TX 77073
City, State and Zip

713-316-5050
Phone

jhill@sprintwaste.com
E-Mail

9/22/21
Date

Acknowledgement of any and all addendums received:

Addendum #1 N/A

Addendum #2 N/A

OTHER SERVICES REQUESTED
LM #06-22
SLUDGE MANAGEMENT

<u>Description</u>	<u>Price</u>
TCEQ Monthly Report (2 copies provided)	\$ <u>No Charge</u>
Lime Stabilization Processing to Meeting Class.....	\$ <u>N/A</u>
B Requirements/per gallon.....	\$ <u>N/A</u>
Rented Equipment	\$ <u>Cost + 20%</u>
Percent (%) Solids Test.....	\$ <u>20.00 EA</u>
Environmental Consultant	\$ <u>55/HR</u>
Project Manager	\$ <u>55/HR</u>
Vacuum Truck & Driver	\$ <u>275/HR</u>
Project Superintendent.....	\$ <u>50/HR</u>
Skilled Laborers	\$ <u>40/HR</u>
Laborers	\$ <u>30/HR</u>
Secretarial/Computer Services	\$ <u>No Charge</u>
Expenses:	
Copies	\$ <u>No Charge</u>
Printing, Film work, etc.	\$ <u>No Charge</u>
Automobile Travel	\$ <u>IRS Rates</u>
Class B Pathogen Reduction Test.....	\$ <u>400.00 EA</u>
Camel Vacuum Truck.....	\$ <u>325/HR</u>



**LM #06-22
SLUDGE MANAGEMENT
BID TAB**

BIDDER: Sprint Waste Services

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$760.00	\$190,000.00

BIDDER:

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$	\$

BIDDER:

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$	\$



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9d

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #07-22** to ACT Pipe & Supply for water and sewer supplies in the amount of \$100,000.00



ATTACHMENTS FOR REFERENCE

1. LM 07-22 Invitation to Bid (ACT Pipe & Supply Bid Proposal)
2. LM 07-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by ACT Pipe & Supply as the only qualified bidder meeting all specifications.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were one (1) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- One (1) qualified bid received and one (1) incomplete bid received
- Please see enclosed bid tabulation for bid results.

HISTORY:

- Annual supplies are utilized to make repairs to the City's water mains, ranging in sizes from ¾" service lines up to 16" transmission lines
- In addition to water line repairs, these funds are utilized to purchase sewer repair piping from 4" service lines up to 36" trunk sewers
- The annual bid quantities reflect prices for a range of pipe sizes and materials for repairs, but not all items bid will be purchased
- We list an extensive range of materials to establish bid prices for the year

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES:

October 11, 2021 - Council to consider awarding bid to Act Pipe & Supply

Cost Details:	
Budgeted	\$ 200,000.00
Actual Bid	\$ 259,623.35
Estimated Expenditure	\$100,000.00
Acct. Name(s)	R&M - Water R&M - Sewer



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Line Items #	02 3010 22 00 02 3011 22 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #07-22** to ACT & Pipe Supply for water and sewer supplies in the amount of \$100,000.00

FISCAL IMPACT: Annual reoccurring expense

SIGNATURE PAGE
LM #07-22
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 259,623.35 RM

Act Pipe & Supply
Company Name

Signature

Rick Rasberry - Branch Manager
Printed Name & Title

8921 FREY Rd
Address

Houston, Tx. 77034
City, State and Zip

713-594-3311
Phone

RRASBERRY@Actpipe
E-Mail

7-21-2021
Date

Acknowledgement of any and all addendums received:

Addendum #1 /

Addendum #2 /

**CITY OF LA MARQUE
INVITATION TO BID
LM #07-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, July 21, 2021 for:

"WATER AND SEWER SUPPLIES"

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #07-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #07-22
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:

- A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
- B. It is received after the advertised closing date and time for receipt of bids.
- C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
- D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.

8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

- 9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
- 10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the unit price will govern the bid.
- 11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
- 12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
- 13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
- 14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning October 1, 2021. The City must obtain prices early in order to prepare for the

upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not

exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM #07-22
WATER AND SEWER SUPPLIES

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type "K" soft annealed copper, polyethylene or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain water tight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer's name or trademark plainly stamped into or cast on the body.
- D. Each stop shall be tested submerged in water for ten (10) seconds at not less than 85 PSI with the stop in both the closed and open positions and each fitting that shows any air leakage shall be rejected. The city will consider such confirming laboratory tests locally as they consider them

to be necessary and appropriate and such test will be the ultimate basis for any rejections. Should random sampling disclose any unsatisfactory fittings, then the entire lot will be rejected. All rejected material will be handled at the Contractor's costs.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called "PE Pipe" or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet to standard brass water works compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

D. Manhole Rings & Covers

1. Type 1 manhole ring and cover - Heavy Weight, 23 ½" casting - VM-18 or approved equal.
2. Type 2 manhole ring and cover
 - A. Rexus or similar approved cover and frame

- B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 80,000 lbs.
 - E. Cover shall incorporate a spring bar locking system, which will automatically activate when the cover is closed.
 - F. Additional security features to include a device to prevent the cover being completely removed from the frame. This device shall be capable of being deactivated if required.
 - G. Frames shall be circular and shall incorporate a seating ring, have a 24" clear opening, frame depth shall not exceed 4", and frame flanges shall incorporate bedding slots and bolt holes.
 - H. All components shall be black coated.
3. Type 3 manhole ring and cover
- A. EJ, Pamrex or similar approved manhole cover and frame
 - B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 120,000 lbs.
 - E. Frames shall be circular and shall incorporate a seating gasket; frame depth shall not exceed 4" for 24" opening or 5" for 32" opening.
 - F. The flange shall incorporate bedding slots and bolt holes.
 - G. All components shall be black coated.

PROPOSAL
LM #07-22
WATER AND SEWER SUPPLIES

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the city on an "AS NEEDED BASIS".

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES

Part A - Transition Coupling, Model 3501 or approved equal*

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
2	1" x 5"	S/B 411	29.65	59.30
2	3/4" x 4 1/2"	S/B 411	28.75	57.50
2	2" x 5"	S/B 441	40.00	80.00
2	6" x 6"	S/B 441	105.50	211.00

\$ 407.80

Part B - Full Circle Clamps, Smith Blair 261

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
70	2" x 7 1/2" (2.35-2.63)	S/B 261	66.20	4,634.00
25	2" x 12 1/2" (2.35-2.63)	S/B 261	110.10	2,752.50
25	2 1/2" x 7 1/2" (2.70-3.00)	S/B 261	73.50	1,837.50
18	2 1/2" x 12 1/2" (2.70-3.00)	S/B 261	115.25	2,074.50
15	3" x 12 1/2" (3.73-4.00)	S/B 261	121.25	1,818.75
15	4" x 12 1/2" (4.74-5.14)	S/B 261	130.20	1,953.00
5	4" x 12 1/2" (4.45-5.14)	S/B 261	130.20	651.00
15	4" x 12 1/2" (4.95-5.35)	S/B 261	130.20	1,953.00
30	6" x 7 1/2" (6.84-7.24)	S/B 261	98.95	2,968.50
25	6" x 12 1/2" (6.84-7.24)	S/B 261	157.60	3,965.00
10	6" x 12 1/2" (7.05-7.45)	S/B 261	160.00	1,600.00
10	6" x 12 1/2" (7.27-7.62)	S/B 261	160.00	1,600.00
5	6" x 15" (6.84-7.24)	S/B 261	174.50	872.50
4	6" x 15" (7.05-7.45)	S/B 261	176.00	704.00
23	6" x 20" (6.87-7.24)	S/B 261	274.20	6,306.60
3	6" x 20" (7.05-7.45)	S/B 261	277.50	835.50
1	8" x 7 1/2" (8.99-9.39)	S/B 261	115.70	115.70
1	8" x 7 1/2" (9.27-9.67)	S/B 261	116.40	116.40
1	8" x 12" (8.99-9.39)	S/B 261	184.80	184.80
1	8" x 12" (9.27-9.67)	S/B 261	186.80	186.80

\$ 37,130.05

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat, Smith Blair

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
10	2 1/4" x 3/4"	S/B 315	38.25	382.50
10	2 1/4" x 1"	S/B 315	38.25	382.50
10	2 1/2" x 3/4"	S/B 315	39.00	390.00
2	2 1/2" x 1"	S/B 315	39.00	78.00
2	3" x 3/4"	S/B 315	39.75	79.50
10	4" x 3/4"	S/B 315	38.20	382.00
10	6" x 3/4"	S/B 315	44.20	442.00
10	6" x 1"	S/B 315	44.20	442.00
6	6" x 2"	S/B 315	51.90	311.40
6	8" x 3/4"	S/B 315	53.30	319.80
6	8" x 1"	S/B 315	53.30	319.80
6	12" x 3/4"	S/B 315	67.35	404.10
6	12" x 1"	S/B 315	67.35	404.10
6	12" x 2"	S/B 315	84.85	509.10

\$ 4,846.80

SECTION I - BID SUMMARY

DESCRIPTION	TOTAL
SECTION I - PART A	407.80
SECTION I - PART B	37,130.05
SECTION I - PART C	4,846.80
TOTAL SECTION I	42,384.65

Warranty: For Smith Blair

Delivered needed is one week/Delivery available: 7-10

Supply Point: Houston, Tx

Manufacturer: Smith Blair

* All substitutions will be submitted in writing and approved by the City of La Marque prior to shipment.

SECTION II - BRASS FITTINGS

Part A - Corporation Stops (Mueller or approved equal*)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
50	3/4" H15008 Compression (CC)	Mueller	34.00	1,700.00
25	1" H15008 Compression (CC)	Mueller	51.50	1,287.50

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
100	3/4" R-24350 Compression Inlet Meter Coupling Outlet	Mueller	72.50	7,250.00
50	1" Comp to Meter Connector	Mueller	107.20	5,360.00
50	1" Comp to 3/4" Meter Connector	Mueller	78.40	3,920.00

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
100	3/4" H15503 Comp. to Comp.	Mueller	19.00	1,900.00
50	3/4" Comp to Comp in line cut off		71.80	3,590.00
25	1" Comp to Comp		20.75	518.75
25	1" Comp to Comp in line cut off		106.95	2,673.75

Part D - Meter Couplings (Mueller or approved equal*)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
150	3/4" H10890	Matco Norca	5.25	7,87.50
25	1" H10890	Matco Norca	7.25	181.25
10	6" H10890	N/B	—	—
10	12" H10890	N/B	—	—

Part E - Nipples (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
25	3/4" x close	M/N	2.20	55.00
25	3/4" x 2"		2.75	68.75
15	3/4" 6"		7.05	105.75

20	1" x close	m/n	3.25	65.00
10	1" x 4"		7.00	70.00
10	1" x 6"		10.30	103.00
25	2" x close		9.70	242.50
10	2" x 4"		15.75	157.50
10	2" x 6"		23.35	233.50
10	2" x 12"		49.95	499.50

Part F - Bushings (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
5	2" x 3/4"	m/n	14.25	71.25
5	1" x 3/4"		3.65	18.25
5	2" x 1"		14.25	71.25

Part G - Reducers (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
5	2" x 3/4"	m/n	25.00	125.00
5	1" x 3/4"		7.30	36.50
5	2" x 1"		25.00	125.00

Part H - Tees (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
10	3/4"	m/n	6.70	67.00
10	1"		9.90	99.00
5	2"		31.25	156.25

Part I - Couplings (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
15	1"	m/n	5.55	83.25
15	2"	m/n	19.50	292.50

Part J - Brass Gate Valves

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
25	2"	m/n	34.45	861.25

Part K - "U" Branch Connections (with 3/4" LW meter stops assembled 7 1/2" center)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
25	1" x 3/4" x 3/4" H15363	m u e l l e r	214.50	5362.50

Part L - Plugs (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
15	3/4"	M/N	2.65	39.75
15	1"	M/N	3.50	52.50

Part M - Bends (Standard Brass)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
15	3/4" 90 degree	M/N	4.50	67.50
15	3/4" 45 degree		4.50	67.50
10	1" 90 degree		7.00	70.00
10	2" 45 degree		24.85	248.50
10	2" 90 degree		24.45	244.50

Part N - Resetters (Mueller or approved equal* with LW angle stop)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
20	5/8" x 3/4" x 7" H14118	Mueller	92.40	1,848.00
10	5/8" x 3/4" x 12" H14118	Mueller	50.00	500.00
10	1" x 12" H14118	Mueller	176.00	1,760.00

SECTION II - BID SUMMARY

DESCRIPTION	TOTAL COST
PART A - Corporation Stops	2,987.50
PART B - Curb Stops	16,530.00
PART C - Service Fittings	8,682.50
PART D - Meter Couplings	968.75
PART E - Nipples	1,560.50
PART F - Bushings	160.75
PART G - Reducers	286.50
PART H - Tees	322.25
PART I - Couplings	375.75
PART J - Brass Gate Valves	861.25
PART K - Connections	5,362.50
PART L - Plugs	92.25
PART M - Bends	698.00
PART N - Resetters	4,208.00
TOTAL SECTION II	43,096.50

Warranty

PER VENDOR

Delivery needed is one week/Delivery available

7-10

Supply Point

Houston, Tx

Manufacturer MUELLER / MATCO NORCA

* All substitutions will be submitted in writing and approved by the City of La Marque prior to shipment.

SECTION III - CAST IRON FITTINGS
Mechanical Joint (AWWA C-110-71)

Part A - Cast Iron Gate Valves (Mueller) open left gate valves

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
15	2" THRD A2380-8 (Mueller only)	Mueller	266.00	3,990.00
10	2" M.J. A2380-20 (Mueller only)		275.10	2,751.00
5	6" M.J. A2370-20		409.95	2,049.75
5	8" M.J. A2370-20		652.30	3,261.50

Part B - Fire Hydrants (EJ, Mueller or American-Darling)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
2	3' Bury MJ Connection	Mueller	2,000.50	4,001.00
2	4' Bury MJ Connection	Mueller	2,098.25	4,196.50
2	5' Bury MJ Connection	Mueller	2,195.60	4,391.20

SECTION III - BID SUMMARY

DESCRIPTION	TOTAL COST
PART A - Cast Iron Gate Valves	12,042.75
PART B - Fire Hydrants	12,588.70

RM

\$24,640.95

Warranty Per Vendor

Delivery needed in one week/Delivery available 7-10 days

Supply Point Houston, Tx

Manufacturer Mueller

* All substitutions will be submitted in writing and approved by the City of La Marque prior to shipment.

SECTION IV - POLYETHYLENE PIPE

Water Service - Tubing (Class 160)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
3,000'	3/4"	—	\$.50	\$1,500.00
2,000'	1"	—	\$.70	\$1,400.00
	TOTAL SECTION IV			\$2,900.00

Warranty

PER Vendor

Delivery needed in one week/Delivery available

7-10 DAYS

Rm

Supply Point

Houston, Tx

Manufacturer

VARIOUS

SECTION V - CAST IRON CASTINGS

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
10	Adjustable Valve Boxes "A" sections with lids	EJ	\$ 140.00	\$1,400.00
10	Manhole Rings & Covers Type 1 Heavy Weight - 23" casting (VM-18 or approved equal)	L	\$ 155.00	\$1,550.00
5	Manhole Rings & Covers Type 2 Rexus or similar approved		\$ 870.00	\$4,350.00
5	Manhole Rings & Covers Type 3 Pamrex or similar approved		\$ 1,000.00	\$5,000.00
10	Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)		\$ 202.00	\$2,020.00
	Total Section V			\$14,320.00

Warranty

PER Vendor

Delivery needed in one week/Delivery available

10-14 DAYS

Supply Point

Houston, Tx

Manufacturer VARious

SECTION VI - METER BOXES

Part A - Cast Iron - reader lids only to fit #1914 Brooks

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
10	Single - Cast iron	<u> </u>	\$ <u>50.00</u>	\$ <u>500.00</u>

\$ 500.00

Part B - Plastic Meter Boxes and Solid Lids - 2-inch hole

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
50	Single Plastic Boxes & Lids	<u>DFW</u>	\$ <u>17.25</u>	\$ <u>892.50</u>
30	Single Concrete Boxes & Lids	<u>DFW</u>	\$ <u>50.00</u>	\$ <u>1,500.00</u>
100	Solid Lids with 2" hole	<u>DFW</u>	\$ <u>7.70</u>	\$ <u>770.00</u>

\$ 3,162.50

Part C - Double Plastic Box and Lids

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
25	Double Plastic Boxes & Lid	<u> </u>	\$ <u>33.30</u>	\$ <u>832.50</u>

\$ 832.50

BID SUMMARY - SECTION VI

DESCRIPTION	TOTAL COST
Part A	\$ <u>500.00</u>
Part B	\$ <u>3,162.50</u>
Part C	\$ <u>832.50</u>
TOTAL COST SECTION VI	\$ <u>4,495.00</u>

Warranty Per Vendor

Delivery needed in one week/Delivery available

7-10 Days

Supply Point Houston, TX

Manufacturer VARious



SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS

PART I - PVC for Water Service

Part A - Pipe - Solvent weld or gasket with couplings for water

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
100'	3/4" SCH 40 PVC	VARIOUS	\$ 1.00	\$ 100.00
100'	1" SCH 40 PVC		\$ 2.00	\$ 200.00
500'	2" SCH 40 PVC		\$ 3.00	\$ 1,500.00
500'	3" SCH 40 PVC		\$ 4.00	\$ 2,000.00
500'	4" SCH 40 PVC		\$ 5.00	\$ 2,500.00
400'	6" SCH 40 PVC		\$ 6.00	\$ 2,400.00
500'	6" C-900 PVC CLASS 150		\$ 9.20	\$ 4,600.00
500'	8" C-900 PVC CLASS 150		\$ 15.95	\$ 7,925.00
500'	10" C-900 PVC CLASS 150		\$ 23.75	\$ 11,875.00
500'	12" C-900 PVC CLASS 150		\$ 33.45	\$ 16,725.00

\$ 49,825.00

Part B - PVC Quick Tap - Compression

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
5	1" x 2"	Lasco	\$ 71.70	\$ 358.50
5	1" x 2"	Lasco	\$ 79.25	\$ 396.25

\$ 754.75

Part C - Fittings - S/W SCH 40 for water

Quantity	Size & Description	Vendor Part Number		Total Cost
30	2" - 90 degree	Lasco	\$ 1.40	\$ 42.00
30	2" - 45 degree		\$ 1.65	\$ 49.50
20	2" TEES		\$ 1.75	\$ 35.00
20	2" Caps		\$.75	\$ 15.00
30	2" Couplings		\$.85	\$ 25.50
20	3" Couplings		\$ 2.90	\$ 58.00

\$ 225.00

BID SUMMARY - SECTION VII

PART I

DESCRIPTION	TOTAL COST
Part A - Pipe - solvent weld or gasket w/couplings	\$ 49,825.00
Part B - PVC Quick Tap	\$ 754.75
Part C - Fittings	\$ 225.00
Total Section VII Part I	\$ 50,804.75

Part 2 - PVC for Sewer Service

Part A - Pipe

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
2,000'	2" SCH 40	VARIOUS	\$ 3.00	\$ 6,000.00
2,500'	4" SCH 40		\$ 5.00	\$ 12,500.00
1,000'	6" SCH 40		\$ 6.00	\$ 6,000.00
1,000'	8" SCH 40		\$ 9.00	\$ 9,000.00
200'	10" SCH 40		\$ 12.00	\$ 2,400.00
60'	12" SCH 40		\$ 15.00	\$ 900.00

36,800.00

Part B - Fittings (Coupling (S/W SCH 40))

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
80	4"	LASCO	\$ 4.15	\$ 332.00
30	6"		\$ 13.00	\$ 393.00
30	8"		\$ 24.50	\$ 735.00
3	10"		\$ 70.50	\$ 211.50

1,671.50

Part C - Bushings (S/W SCH 40)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
30	6" x 4"	LASCO	\$ 13.65	\$ 409.50
6	8" x 6"	LASCO	\$ 47.50	\$ 285.00

694.50

Part D - Tees (S/W SCH 40)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
30	4" x 4"	LASCO	\$ 13.40	\$ 402.00
10	8" x 6"		\$ 75.00	\$ 750.00
10	6" x 6"		\$ 45.15	\$ 451.50
20	6" x 4"		\$ 45.00	\$ 900.00

2,503.50

Part E - Inserta Tees

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
2	4P SCH 40 6 CC	VARIOUS	\$ 152.50	\$ 305.00
2	4P SCH 40 6 CL		\$ 152.50	\$ 305.00
2	4P SCH 40 6 SDR26		\$ 152.50	\$ 305.00
2	4P SCH 40 8 CC		\$ 152.50	\$ 305.00
2	4P SCH 40 8 CL		\$ 152.50	\$ 305.00
2	4P SCH 40 8 SDR26		\$ 152.50	\$ 305.00
2	4P SCH 40 10 CC		\$ 193.50	\$ 387.00
2	4P SCH 40 10 CL		\$ 193.50	\$ 387.00
2	4P SCH 40 10 SDR26		\$ 193.50	\$ 387.00
2	4P SCH 40 12 CC		\$ 193.50	\$ 387.00
2	4P SCH 40 12 CL		\$ 193.50	\$ 387.00
2	4P SCH 40 12 SDR26		\$ 193.50	\$ 387.00
2	6P SCH 40 8 CC		\$ 218.00	\$ 436.00
2	6P SCH 40 8 CL		\$ 218.00	\$ 436.00
2	6P SCH 40 8 SDR26		\$ 218.00	\$ 436.00
2	6P SCH 40 10 CC		\$ 218.00	\$ 436.00
2	6P SCH 40 10 CL		\$ 218.00	\$ 436.00
2	6P SCH 40 10 SDR26		\$ 218.00	\$ 436.00
2	6P SCH 40 12 CC		\$ 218.00	\$ 436.00
2	6P SCH 40 12 CL		\$ 218.00	\$ 436.00
2	6P SCH 40 12 SDR26		\$ 218.00	\$ 436.00

\$8,076.00

Part F - Caps (S/W SCH 40)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
30	4"	Lasco	\$ 5.65	\$ 169.50
15	6"	Lasco	\$ 13.50	\$ 202.50

\$372.00

Part G - Bends (S/W SCH 40)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
50	4" x 45 degree	Lasco	\$ 11.75	\$ 587.50
30	6" x 45 degree		\$ 29.10	\$ 873.00
50	4" x 22 degree		\$ 16.85	\$ 842.50
50	4" x 90 degree		\$ 9.00	\$ 450.00

\$2,753.00

Part H - Wyes (S/W SCH 40)

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
15	4" x 4"	Lasco	\$ 41.00	\$ 615.00
10	6" x 4"		\$ 75.00	\$ 750.00
15	6" x 6"		\$ 86.80	\$ 1,302.00
10	8" x 4"		\$ 90.00	\$ 900.00

\$3,567.00



5	8" x 6"		\$ 0	\$ 0
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Part I - Clean Out w/plug (SCH 40) Screw x F S/W

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
20	4"	Usco	\$ 8.45	\$ 169.00
30	6"		\$ 22.85	\$ 685.00

1034.50

Part J - PVC Solvent & Cement

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
40	Qt. Cans of Solvent (Primer)	VARIOUS	\$ 7.25	\$ 290.00
40	Qt. Cans Cement (Glue)	1	\$ 10.30	\$ 412.00

702.00

Part K - PVC to PVC Fernco's

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
50	4"	Fernco	\$ 4.30	\$ 215.00
30	6"		\$ 9.20	\$ 276.00
30	8"		\$ 14.15	\$ 424.50
10	10"		\$ 21.25	\$ 212.50

1,128.00

Part L - Clay to PVC Fernco's

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
100	4"	Fernco	\$ 4.30	\$ 430.00
30	6"		\$ 9.20	\$ 276.00
10	8"		\$ 14.15	\$ 141.50
10	10"		\$ 21.25	\$ 212.50

1,060.00

Part M - Concrete to PVC Fernco's

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
50	4"	Fernco	\$ 4.65	\$ 232.50
50	6"		\$ 10.15	\$ 507.50
30	8"		\$ 15.30	\$ 459.00

1,199.00

BID SUMMARY - SECTION VII

□

PART II

DESCRIPTION	TOTAL COST
Part A - Pipe	\$ 36,800.00
Part B - Fittings	\$ 1,671.50
Part C - Bushings	\$ 694.50
Part D - Tees	\$ 2,506.50
Part E - Inserta Tees	\$ 8,076.00
Part F - Caps	\$ 372.00
Part G - Bushings <i>Bends</i>	\$ 2,753.00
Part H - <i>Bends</i> <i>Wyes</i>	\$ 3,567.00
Part I - Clean outs	\$ 1,034.50
Part J - PVC Solvent & Cement	\$ 702.00
Part K - PVC to PVC	\$ 1,128.00
Part L - Clay to PVC	\$ 1,060.00
Part M - Concrete	\$ 1,199.00
TOTAL FOR SECTION VII - PART II	\$ 61,564.00 <i>DM</i>
TOTAL FOR SECTION VII - PART I & II	\$ 112,368.75 <i>PM</i>

Warranty Per Vendor

Delivery needed in one week/Delivery available 7-10

Supply Point Houston, TX

Manufacturer VARIOUS

SECTION VIII

PART A

SMITH BLAIR CAMLOCK RESTRAINTS

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
10	6 inch	S/B	\$ 47.75	\$ 477.50
10	8 inch		\$ 65.00	\$ 650.00
10	10 inch		\$ 90.00	\$ 900.00
10	12 inch		\$ 123.10	\$ 1231.00

#3,258.50

PART B

MJ FIELD LOCK GLAND & GASKET SET - PV

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
5	4 inch	VARIOUS	\$ 95.00	\$ 475.00
5	6 inch	VARIOUS	\$ 105.00	\$ 525.00
5	8 inch		\$ 125.00	\$ 625.00
5	10 inch		\$ 155.00	\$ 775.00
5	12 inch		\$ 175.00	\$ 875.00

#3275.00

PART C

MJ FIELD LOCK GLAND & GASKET SET - DI

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
5	4 inch	VARIOUS	\$ 105.00	\$ 525.00
5	6 inch		\$ 115.00	\$ 575.00
5	8 inch		\$ 185.00	\$ 925.00
5	10 inch		\$ 195.00	\$ 975.00
5	12 inch		\$ 205.00	\$ 1025.00 RM

#4,025.00

PART D

SMITH BLAIR QUANTUM COUPLING

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
3	4 inch - 4.46-5.60	S/B	\$ 106.50	\$ 319.50
3	6 inch - 6.54-7.65		\$ 150.00	\$ 450.00
3	8 inch - 8.54-9.85		\$ 175.00 RM	\$ 525.00
3	10 inch - 10.65-12.20		\$ 227.50	\$ 682.50
3	12 inch - 12.75-14.40		\$ 284.50	\$ 853.50

#2,833.50

Warranty Per Vendor
 Delivery needed in one week/Delivery available 7-10 Days
 Supply Point Houston Tx
 Manufacturer VARious

BID SUMMARY - SECTION VIII

DESCRIPTION	TOTAL COST
Part A - SMITH BLAIR CAMLOCK RESTRAINTS	\$ 3,258.50
Part B - MJ FIELD LOCK GLAND & GASKET SET - PV	\$ 3,275.00
Part C - MJ FIELD LOCK GLAND & GASKET SET - DI	\$ 4,025.00
Part D - SMITH BLAIR QUANTUM COUPLING	\$ 2,833.50

\$ 13,392.00

SECTION IX - Miscellaneous

Quantity	Size & Description	Vendor Part Number	Unit Price	Total Cost
30	PVC 721 Blue Glue or equivalent	VARious	\$ 12.50	\$ 375.00
30	PVC Cleaner		\$ 7.50	\$ 225.00
15	Blue Marking Paint		\$ 3.50	\$ 52.50
15	Green Marking Paint		\$ 4.65	\$ 69.75
15	White Marking Paint		\$ 3.55	\$ 53.25
10	P201 Water Swelling Seal or equivalent		\$ 125.00	\$ 1,250.00
	TOTAL SECTION VIII		\$	

\$ 2,025.50

Warranty Per Vendor
 Delivery needed in one week/Delivery available 7-10 Days
 Supply Point Houston, Tx.
 Manufacturer VARious

BID SUMMARY
LM #07-21
WATER & SEWER SUPPLIES

DESCRIPTION	TOTAL COST
Section I - Repair Clams & Saddles	\$ 42,384.65
Section II - Brass Fittings	\$ 43,096.50
Section III - Cast Iron Fittings	\$ 24,640.95
Section IV - Polyethylene Pipe	\$ 2,900.00
Section V - Cast Iron Casting	\$ 14,320.00
Section VI - Meter Boxes	\$ 4,495.00
Section VII - PVC Pipe & Fittings	\$ 112,368.75
Section VIII - Restraints, Gasket Sets & Couplings	\$ 13,392.00
Section IX - Miscellaneous	\$ 2,025.50
TOTAL ALL SECTIONS	\$ 259,623.35



**LM #07-22
WATER AND SEWER SUPPLIES
BID TABULATION**

Bidder	Description (Circle One)	Amount of Bid
ACT Pipe & Supply	Full / Incomplete / No Bid	\$259,623.35
Core & Main	Full / Incomplete / No Bid	\$193,972.05
	Full / Incomplete / No Bid	\$
	Full / Incomplete / No Bid	\$
	Full / Incomplete / No Bid	\$



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9e

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action relating to approve a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of \$150,000.00

X

ATTACHMENTS FOR REFERENCE

1. Precision Utility approved contractual agreement
2. October 2018 council minutes approving Precision Utility contract

STAFF BRIEFING:

- Precision Utility took place of MOC June of 2018 in providing oversight and administration of the Water and Wastewater Facilities (Departemnt 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque
- Precision Utility works alongside Public Works directors as well as city employees and provides the necessary training needed for WWTP operations
- The current annual contract for Precision Utility ends as of September 30, 2020 and can be renewed annually with agreement of both parties.

HISTORY:

- **June 11, 2018** - City enters in to first contractual agreement with Precision Utilities
- **October 8, 2019** - City enters into second contractual agreement with Precision Utilites for FY 2019/2020 ending September 30, 2020
- **October 12, 2020** - City enters into third contractual agreement with Precision Utilites for FY 2020/2021 ending September 30, 2020

TARGET IMPLEMENTATION: **October 1, 2021**

SIGNIFICANT ACTION DATES:

- **October 11, 2021** - City Council Meeting

Cost Details:	
Budgeted	150,000
Actual Bid	135,000
Estimated Expenditure	150,000
Acct. Name(s)	Professional Fees



CITY COUNCIL AGENDA FORM

Line Items #	02 4040 24 00
Other Funding	

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special
Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other -
Agreement | |
| ☒ Mark if this item does not conflict with any
Resolution, Ordinance or City Charter,
policies, procedures | |

STAFF'S RECOMMENDATION: Recommend to approve a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of \$150,000.00

FISCAL IMPACT: This was a budgeted item

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this 8th day of October, 2018, ("Effective Date") by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road, Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as "Facilities"), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

WHEREAS, City of La Marque wishes to obtain services for the operation, maintenance, and management of its Facilities which are located in Galveston COUNTY, TEXAS; and

WHEREAS, Operator is willing to render such professional services to the extent and in manner hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

For and in consideration of the mutual undertakings herein contained, City of La Marque and Operator agree as follows:

I. GENERAL

1.01- GENERAL GOAL

Operator hereby agrees to operate, maintain, and manage the Facilities under this Agreement beginning on the effective date and continuing during the term hereof as hereinafter defined on the terms and conditions stated herein. Operator shall be considered an independent contractor and not an employee under this Agreement.

1.02 - DEFINITIONS

As used herein, the following terms shall have meanings as follows:

- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall

not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.

- B. "MAINTENANCE" shall consist of cleaning, lubricating and adjusting equipment necessitated by operation and will include replacement or repair, when needed, of those parts of equipment or other components, which are expected to require replacement or repair in the operation of facilities of the type, which constitutes the Facilities.
- C. "FACILITIES" shall consist of the following:
 - 1. Water supply plant, commencing upon the date hereof;
 - 2. Wastewater treatment plant, commencing upon the date hereof;
 - 3. Water distribution, sanitary sewer collection and drainage systems;
 - 4. Sanitary sewer lift stations
- D. "CITY OF LA MARQUE'S REPRESENTATIVE" shall mean the City of La Marque's Public Work Director or any individual designated by the City Manager or in absence of such designation by the Mayor and Council of the City of La Marque.
- E. "OPERATION AND MAINTENANCE MANUAL" or "O & M MANUAL" shall include the following:
 - 1. Available manufacturers' manuals prepared for all equipment used in connection with the Facilities and such other written lubrication schedules with change dates, maintenance schedules, and machinery specifications as are necessary for the proper operation and maintenance of the Facilities.
 - 2. A list of inventory items to be used for minor and emergency repairs for each of the Facilities;
 - 3. A written operating log containing a daily record, notations regarding the use of all supplies and all repairs or replacements performed;
 - 4. Such other matters within the scope of the Operator's work which The City of La Marque may reasonably request.
- F. "EXPENDABLE SUPPLIES" shall mean lubricants, packing, charts, cleaning agents, chemicals, chlorine, office supplies, and all other similar nondurable items, which do not become affixed to the Facilities.

- G. "BASIC SERVICES" shall mean those routine operation and maintenance functions specified in Section 2.01 of this Agreement.
- H. "ROUTINE REPAIR AND REPLACEMENT" shall mean the labor, tools and transportation required for the repairs, replacement and adjustment of those parts or equipment, which are expected to require replacement or repair in the normal operation of facilities of the type which constitute the Facilities. Said definition shall also mean such repair and replacement necessitated in the performance of duties prescribed by the O & M Manual. "Routine Repair and Replacement" shall not include repair or replacement of Facilities damaged by third parties, obsolescence, or other factors not within Operator's control.
- I. "EXTRAORDINARY REPAIR AND REPLACEMENT" shall mean labor, tools and transportation not defined as "Routine Repair and Replacement."

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

- 1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
- 2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
- 3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.
- 4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any

insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque;

- c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
- 5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
 - 6. Operator shall maintain a twenty-four (24) hour telephone access number.
 - 7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
 - 8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
 - 9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
 - 10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.
 - 11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
 - 12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
 - 13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La

Marque and any fire department designated by City of La Marque.

14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater Treatment plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL

1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)
4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 - REPAIR OR REPLACEMENT; EMERGENCY RESPONSE

Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁰⁰, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03 - SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04 - MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the Facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would

materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 - CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

Operator shall receive compensation for performance of basic services and its duty to operate and maintain the Facilities in a proper and workmanlike manner, in accordance with Exhibit "A", attached hereto. Any rate increases shall be effective only after approval by City of La Marque.

3.02 - COMPENSATION POLICIES

The compensation to be paid to Operator herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed by any governmental authority upon City of La Marque and paid by Operator as a result of performing its obligations pursuant to the Agreement other than taxes upon the purchase of material, supplies, and parts. In the event Operator is required by applicable law or regulation to pay or collect any such tax, assessment, regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Operator by City of La Marque (in addition to the compensation provided hereinabove) at the next monthly meeting of the City of La Marque. It is understood however, that the Operator shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations, and regulations with respect to or measured by the compensation (wage, salary or other) paid to employees of Operator and its subcontractors for work covered by this Agreement, including, but not by way of limitation, taxes or contributions for annuities, and disability insurance. Operator shall defend, indemnify and hold City of La Marque harmless from any liability for any and all such taxes or contribution or interest or penalties for failure to pay it.

3.03 - BILLING AND PAYMENT



Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least on day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

Maintenance and operation expenses attributable to components of the Facilities which are owned or shared by City of La Marque and other parties ("joint facilities") shall be identified as such on Operator's records and shall be separated from other statements presented to City of La Marque for payment.

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 ADDITIONAL COMPENSATION

In addition to the compensation provided for Basic Services herein, Operator shall receive the additional compensation specified in this section. Operator shall not be additionally compensated for providing Basic Services, except as provided below. No overhead reimbursements shall be paid by City of La Marque except as provided below. City of La Marque shall not be obligated to pay charges in excess of rates listed in Operator's Rate Schedule, except in emergency cases specified in

Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay Operator the subcontractors' invoice fees plus ten percent (10%);
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that



IV. INSURANCE AND INDEMNIFICATION

- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.
- C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIERS. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

- D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

City of La Marque represents that the Facilities are in good working order, do not contain any known defective equipment, and are suitable and adequate for the normal needs of its present customers and expected additional customers during the term of this Agreement.

6.02 - INDUSTRIAL AND HAZARDOUS WASTES

Recognizing that the control of industrial and hazardous wastes discharging into the sanitary sewer collections system of the City of La Marque is of vital importance, each party agrees to notify the other and the City of La Marque's Engineer when knowledge of such discharge or contemplated discharge is discovered.

6.03 - SPECIFICATIONS AND WARRANTIES

City of La Marque reserves the right to select and prescribe specifications and standards for all materials and equipment to be used by Operator in the performance of services and obligations pursuant to this Agreement. Operator shall use good judgment with respect to said replacement equipment and shall not be responsible to City of La Marque for any guarantee or warranty in connection with said equipment. Operator shall exert reasonable efforts to obtain the normal warranties or guarantees applicable in the particular industry and shall assign the same to the City of La Marque.

6.04 - FORCE MAJEURE

In the event that either party is rendered unable, wholly or in part, by act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure") to carry out its obligations under this Agreement, it is agreed that either party shall give notice and full particulars of such Force Majeure to the other party in writing as soon as possible after the occurrence of the cause relied on and shall thereby be relieved of its obligations, so far as they are effected by such Force Majeure, during the continuance of any inability so caused, but for no longer period.

6.05 - ASSIGNABILITY

Neither party may assign this Agreement or its interest herein without prior written consent of the other, provided that Operator may assign any moneys due from the City of La Marque hereunder to a third party.

6.06 - MODIFICATION

No alteration or modification of this Agreement shall be made except by a writing duly signed by the parties hereto.

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.

6.08 - INDEPENDENT CONTRACTOR GOVERNING LAW

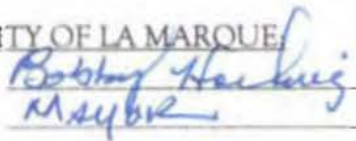
Operator is not an employee or a contractor of City of La Marque, but serves City of La Marque as an independent contractor. This Agreement shall be governed by the laws of the State of Texas.

6.09 - NOTICE

Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its then address of record, and such notices shall be deemed to have been given when the notice was thus mailed. The initial addresses of the parties, which may be changed by notifying the respective other party, are as follows:

OPERATOR
Precision Utility, LLC
P.O. Box 5794
Katy, TX 77492

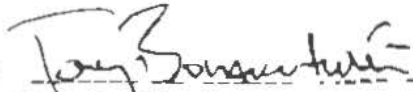


CITY OF LA MARQUE

Mayor

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate as of the date first hereinabove written

PRECISION UTILITY LLC:

By: 
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

By: 
Name: Bobby Hocking
Title: MAYOR

EXHIBIT "A"
MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	
Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	

Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee Bi Monthly	\$3.00 \$2.50	N/A

**EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES**

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons Bi Monthly	\$3.00 \$2.50	
Collection for Extra Line Items	\$0.30	
Door Tags Letters	\$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this 8th day of October, 2018 ("Effective Date") by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road, Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as "Facilities"), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

WHEREAS, City of La Marque wishes to obtain services for the operation, maintenance, and management of its Facilities which are located in Galveston COUNTY, TEXAS; and

WHEREAS, Operator is willing to render such professional services to the extent and in manner hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

For and in consideration of the mutual undertakings herein contained, City of La Marque and Operator agree as follows:

I. GENERAL

1.01- GENERAL GOAL

Operator hereby agrees to operate, maintain, and manage the Facilities under this Agreement beginning on the effective date and continuing during the term hereof as hereinafter defined on the terms and conditions stated herein. Operator shall be considered an independent contractor and not an employee under this Agreement.

1.02 - DEFINITIONS

As used herein, the following terms shall have meanings as follows:

- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall



not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.

- B. "MAINTENANCE" shall consist of cleaning, lubricating and adjusting equipment necessitated by operation and will include replacement or repair, when needed, of those parts of equipment or other components, which are expected to require replacement or repair in the operation of facilities of the type, which constitutes the Facilities.
- C. "FACILITIES" shall consist of the following:
 - 1. Water supply plant, commencing upon the date hereof;
 - 2. Wastewater treatment plant, commencing upon the date hereof;
 - 3. Water distribution, sanitary sewer collection and drainage systems;
 - 4. Sanitary sewer lift stations
- D. "CITY OF LA MARQUE'S REPRESENTATIVE" shall mean the City of La Marque's Public Work Director or any individual designated by the City Manager or in absence of such designation by the Mayor and Council of the City of La Marque.
- E. "OPERATION AND MAINTENANCE MANUAL" or "O & M MANUAL" shall include the following:
 - 1. Available manufacturers' manuals prepared for all equipment used in connection with the Facilities and such other written lubrication schedules with change dates, maintenance schedules, and machinery specifications as are necessary for the proper operation and maintenance of the Facilities.
 - 2. A list of inventory items to be used for minor and emergency repairs for each of the Facilities;
 - 3. A written operating log containing a daily record, notations regarding the use of all supplies and all repairs or replacements performed;
 - 4. Such other matters within the scope of the Operator's work which The City of La Marque may reasonably request.
- F. "EXPENDABLE SUPPLIES" shall mean lubricants, packing, charts, cleaning agents, chemicals, chlorine, office supplies, and all other similar nondurable items, which do not become affixed to the Facilities.

- G. "BASIC SERVICES" shall mean those routine operation and maintenance functions specified in Section 2.01 of this Agreement.
- H. "ROUTINE REPAIR AND REPLACEMENT" shall mean the labor, tools and transportation required for the repairs, replacement and adjustment of those parts or equipment, which are expected to require replacement or repair in the normal operation of facilities of the type which constitute the Facilities. Said definition shall also mean such repair and replacement necessitated in the performance of duties prescribed by the O & M Manual. "Routine Repair and Replacement" shall not include repair or replacement of Facilities damaged by third parties, obsolescence, or other factors not within Operator's control.
- I. "EXTRAORDINARY REPAIR AND REPLACEMENT" shall mean labor, tools and transportation not defined as "Routine Repair and Replacement."

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.
4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any

insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque:

- c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
- 5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
 - 6. Operator shall maintain a twenty-four (24) hour telephone access number.
 - 7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
 - 8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
 - 9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
 - 10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.
 - 11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
 - 12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
 - 13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La

Marque and any fire department designated by City of La Marque.

14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater Treatment plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL

1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)
4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 REPAIR OR REPLACEMENT; EMERGENCY RESPONSE

Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁶⁶, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03. SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04. MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would

materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 - CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

Operator shall receive compensation for performance of basic services and its duty to operate and maintain the Facilities in a proper and workmanlike manner, in accordance with Exhibit "A", attached hereto. Any rate increases shall be effective only after approval by City of La Marque.

3.02 - COMPENSATION POLICIES

The compensation to be paid to Operator herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed by any governmental authority upon City of La Marque and paid by Operator as a result of performing its obligations pursuant to the Agreement other than taxes upon the purchase of material, supplies, and parts. In the event Operator is required by applicable law or regulation to pay or collect any such tax, assessment, regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Operator by City of La Marque (in addition to the compensation provided hereinabove) at the next monthly meeting of the City of La Marque. It is understood however, that the Operator shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations, and regulations with respect to or measured by the compensation (wage, salary or other) paid to employees of Operator and its subcontractors for work covered by this Agreement, including, but not by way of limitation, taxes or contributions for annuities, and disability insurance. Operator shall defend, indemnify and hold City of La Marque harmless from any liability for any and all such taxes or contribution or interest or penalties for failure to pay it.

3.03 - BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least one day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

Maintenance and operation expenses attributable to components of the Facilities which are owned or shared by City of La Marque and other parties ("joint facilities") shall be identified as such on Operator's records and shall be separated from other statements presented to City of La Marque for payment.

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 ADDITIONAL COMPENSATION

In addition to the compensation provided for Basic Services herein, Operator shall receive the additional compensation specified in this section. Operator shall not be additionally compensated for providing Basic Services, except as provided below. No overhead reimbursements shall be paid by City of La Marque except as provided below. City of La Marque shall not be obligated to pay charges in excess of rates listed in Operator's Rate Schedule, except in emergency cases specified in

Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay Operator the subcontractors' invoice fees plus ten percent (10%);
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that



IV. INSURANCE AND INDEMNIFICATION

- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.
- C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIES. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

- D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

City of La Marque represents that the Facilities are in good working order, do not contain any known defective equipment, and are suitable and adequate for the normal needs of its present customers and expected additional customers during the term of this Agreement.

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6.02 - INDUSTRIAL AND HAZARDOUS WASTES

Recognizing that the control of industrial and hazardous wastes discharging into the sanitary sewer collections system of the City of La Marque is of vital importance, each party agrees to notify the other and the City of La Marque's Engineer when knowledge of such discharge or contemplated discharge is discovered.

6.03 - SPECIFICATIONS AND WARRANTIES

City of La Marque reserves the right to select and prescribe specifications and standards for all materials and equipment to be used by Operator in the performance of services and obligations pursuant to this Agreement. Operator shall use good judgment with respect to said replacement equipment and shall not be responsible to City of La Marque for any guarantee or warranty in connection with said equipment. Operator shall exert reasonable efforts to obtain the normal warranties or guarantees applicable in the particular industry and shall assign the same to the City of La Marque.

6.04 - FORCE MAJEURE

In the event that either party is rendered unable, wholly or in part, by act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure") to carry out its obligations under this Agreement, it is agreed that either party shall give notice and full particulars of such Force Majeure to the other party in writing as soon as possible after the occurrence of the cause relied on and shall thereby be relieved of its obligations, so far as they are effected by such Force Majeure, during the continuance of any inability so caused, but for no longer period.

6.05 - ASSIGNABILITY

Neither party may assign this Agreement or its interest herein without prior written consent of the other, provided that Operator may assign any moneys due from the City of La Marque hereunder to a third party.

6.06 - MODIFICATION

No alteration or modification of this Agreement shall be made except by a writing duly signed by the parties hereto.

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.

6.08 INDEPENDENT CONTRACTOR GOVERNING LAW

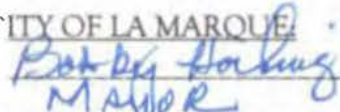
Operator is not an employee or contractor of City of La Marque, but serves City of La Marque as an independent contractor. This Agreement shall be governed by the laws of the State of Texas.

6.09 NOTICE

Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party to whom intended at its then address of record, and such notices shall be deemed to have been given when the notice was thus mailed. The initial addresses of the parties, which may be changed by notifying the respective other party, are as follows:

OPERATOR:
Precision Utility, LLC
P.O. Box 5794
Katy, TX 77491



CITY OF LA MARQUE:

Mayor

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first hereinafore written:

PRECISION UTILITY, LLC:

By: Tony Carraway _____
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

By: Bobby Hocking _____
Name: Bobby Hocking _____
Title: Mayor _____

EXHIBIT "A"
MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	
Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	



Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee	\$3.00	N/A
Bi Monthly	\$2.50	

**EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES**

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons	\$3.00	
Bi Monthly	\$2.50	
Collection for Extra Line Items	\$0.30	
Door Tags Letters	\$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
October 8, 2018**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, October 8, 2018, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking
Keith Bell
Chris Lane
Robert Michetich
Casey Mc Auliffe

Mayor
Mayor Pro-Tem, Councilmember District A
Councilmember, District B - Absent
Councilmember, District C
Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren
Robin Eldridge
Ellis Ortego
Interim City Manager
City Clerk
City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE- Mayor Pro-Tem Bell led the invocation and the Pledge of Allegiance was led by Mayor Hocking

(4) PRESENTATIONS/ PROCLAMATIONS

- a. Proclamation- Municipal Court Week - November 5-9, 2018
Mayor Hocking presented Municipal Court Judge Baker, City Marshall Russell Washington, Rosemary Bell, Municipal Court Clerk and Sheila Maya Deputy Court Clerk

(5) CITIZENS PARTICIPATION

1. Charles Williams shared his concerns of a property behind his home at 228 Splintered Arrow and his fence backs up to a vacant piece of property that hasn't ever been mowed and has bad mosquitoes.
2. Jerry Martinez addressed his objection to the rental registration program adopted by ordinance this past summer. He owns some rental property in La Marque and feels that the program places unnecessary burdens on property owners. He said he has a Property Manager and by doing so he is required by (TREC) Texas Real Estate Commission to maintain his property so that it is safe for the tenant and is



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required to make repairs as needed. He asked for Council to reconsider the Program

3. Leonard Payne said that he and his wife had inherited two houses on the same block that he lives on. "My daughter lives in one of these houses and I don't charge her a nickel rent, and I never intended to. She is going to inherit this property when I disappear. I don't think that it is right that the City done me another hundred bucks, when I am paying taxes on that property to begin with. There are members of this Council that don't pay property taxes in La Marque, but I (*damn*) sure do. If ya'll need more money, someone needs to get out and do some other law enforcement ordinance enforcement and collect on some of the revenue you are missing there. I do a lot of mowing around there and a lot of it is City right-of way that I cut. I can cut more right-of way than the City tractor does, when he is out just riding around." He continued and added that he worked for the city for over thirty years and that he knows the ordinances probably better than the people that are enforcing them. "I feel like the City is double dipping on me on the tax dollar. When they are asking me for another hundred dollars, for the rent houses, they are not rent houses, they belong to me, but nobody is paying rent. I pay the taxes every year. Now, if I gave it to my daughter today, it would probably be on the court house steps for sale in a year or two, because she wouldn't be paying the taxes, course Daddy would end up." He said he disagreed with the city charging this fee.

(6) CONSENT AGENDA

- a. Minutes of City Council for a Special meeting held on July 23, 2018 (5:00 p.m.)
- b. Minutes of City Council for the Regular meeting held on September 10, 2018
- c. Minutes of City Council for a Special meeting held on September 11, 2018
- d. Minutes of City Council for a Special meeting held on September 17, 2018
- e. Acceptance of a Proposal submitted by Ron Cox Consulting to conduct a search for a new City Manager for the City of La Marque
- f. Authorizing the Mayor to execute a letter to the La Marque Economic Development in regards to receiving revitalization funds for Galveston County match (\$1,000,000.00)
- g. Authorizing the Mayor to execute a letter to the La Marque Economic Development Corporation in regards to receiving funds for TxDOT infrastructure enhancements (\$60,000.00)
- h. Discussion/possible action regarding authorizing the City Manager to negotiate a sponsorship agreement with People Generation for Magical Winter Lights 2018 in an amount not to exceed \$40,000.00.
- i. Discussion/possible action regarding the approval of a three (3) year agreement between the City of La Marque and the La Marque Police Association beginning October 1, 2018 and ending on September 30, 2021.
- j. Adopting Resolution No. R-2018-0025 in Recognition of Municipal Court Week November 5-9, 2018.



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Mayor Hocking pulled items "f" and "g" to explain. "Basically, what Item f is, the La Marque EDC has a Revitalization Fund and they have offered to match the Galveston County match, so for the road bonds, that were passed by the officials. This will need to go before the EDC Boards, but they are willing to match the County's one million, so, instead of 1.3 million for roads, we would get 3.7 for roads. Item "g", is for a consulting fee so that when the new overpasses go in, this will go towards the logo and stamps and really recognize our City."

- ** Mayor Pro-Tem Bell made a motion to approve the Consent agenda.
- ** Councilmember Michetich seconded. MOTION CARRIED UNANIMOUSLY.

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2018-0012, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765.

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:14 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing and reconvened the Regular Meeting at 6:15 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. O-2018-0012, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765 THIS IS THE SECOND AND FINAL READING

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2018-0012.
- ** Councilwoman seconded. MOTION CARRIED UNANIMOUSLY

(9) AGREEMENTS/CONTRACTS

- a. Discussion/possible action authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing



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upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty-two thousand five hundred dollars and no cents (\$22,500.00).

- ** MAYOR Pro-Tem Bell made a motion to authorize the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty-two thousand five hundred dollars and no cents (\$22,500.00).

** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

- b. Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

- ** Councilmember Michetich made a motion to approve the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.

- c. Discussion/possible action regarding approving a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque in the amount of \$150,000.00.

- ** Councilmember Michetich made a motion to approve a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque in the amount of \$150,000.00.

** Councilwoman Mc Auliffe seconded.

Mayor Pro-Tem Bell asked if there would be able to look at the current performance prior to contracting with a management company compared to our performance after, mostly in the area of expenditures and compliance history. Interim City Manager was going to look into this.

Interim Public Services Director, Mr. Deck Shaver commented, "The primary focus when hiring these folks is to have the required licenses and operators that TCEQ requires us to have. Under state regulations we are required to have either on



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staff or under contract the state licensed operators for the water and waste water services."

MOTION CARRIED UNANIMOUSLY.

- d. Discussion/possible action regarding approval of the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00 which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

** Councilwoman Mc Auliffe made a motion to approve the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00 which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(10) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. O-2018-0013 approving a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main) **THIS IS THE FIRST READING.**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2018-0013.

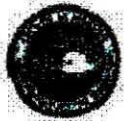
** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding Ordinance No. O-2018-0014, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges **THIS IS THE FIRST READING.**

** Councilwoman Mc Auliffe made a motion to adopt Ordinance No. O-2018-0014.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal.



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- ** Councilwoman Mc Auliffe made a motion authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal
- ** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.

(11) AWARD OF BIDS

- a. Discussion/possible action regarding the award of depository contract to Texas First Bank for a one-year term and an option to extend for one additional year.
 - ** Councilmember Michetich made a motion to award the depository contract to Texas First Bank for a one-year term and an option to extend for one additional year.
 - ** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.
- b. Discussion/possible action regarding award of Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs.
 - ** Mayor Pro-Tem Bell made a motion to award Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs.
 - ** Councilmember Michetich seconded. MOTION CARRIED UNANIMOUSLY.
- c. Discussion/possible action regarding award of Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.
 - ** Mayor Pro-Tem Bell made a motion to award Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.
 - ** Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.
- d. Discussion/possible action regarding award of Bid #LM 07-19 to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.
 - ** Councilwoman Mc Auliffe made a motion to award Bid #LM 07-19 to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.
 - ** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.
- e. Discussion/possible action regarding award of Bid #LM 01-19 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 65,000.00.
 - ** Councilmember Michetich made a motion to award Bid #LM 01-19 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 65,000.00.



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** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

- f. Discussion/possible action regarding award of Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00.

** Councilwoman Mc Auliffe made a motion to award Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00.

** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.

- g. Discussion/possible action regarding authorizing the City Manager to accept Texas Pride Utilities' proposal to perform emergency Sanitary Sewer manhole repairs at the 6th Street Lift station in the amount of \$64,300.00.

** Councilwoman Mc Auliffe made a motion to authorize the City Manager to accept Texas Pride Utilities' proposal to perform emergency Sanitary Sewer manhole repairs at the 6th Street Lift station in the amount of \$64,300.00.

** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.

- h. Discussion/possible action regarding approval of LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00.

** Mayor Pro-Tem Bell made a motion to approve LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00.

** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

(12) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

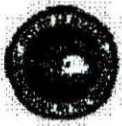
There were no appointments or reappointments.

(13) EXECUTIVE SESSION

There was no Executive Session

(14) REQUEST AND ANNOUNCEMENTS

Councilwoman Mc Auliffe stated October was her favorite month. Reported that she has witnessed persons helping each other in her district. It will be exciting to work with the consulting firm in search for a new City Manager. Wish all a happy Halloween.



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Reported Fall Sweep (City-wide cleanup) asked for volunteers. (November 3, 2018) from 8:00 to 4:00 p.m.

Councilmember Michetich said he was looking forward to good weather for Bayou Fest on October 20, 2018.

Mayor Hocking thanked all who participated in National Night Out. Wished all a great month of October.

(15) **ADJOURNMENT**

** Councilwoman Mc Auliffe made a motion to adjourn the Regular meeting at 6:33 p.m.

** Councilmember Michetich seconded. MOTION CARRIED UNANIMOUSLY.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 9f

Prepared by: R. Eldridge for

Reviewed by: _____

Department: ADMIN

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding awarding Bid **LM #08-22** to American Janitorial Services Inc. for janitorial services in the amount of \$53,100.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab
2. Attachment "A"

STAFF BRIEFING:

- In order to maintain a clean and orderly business environment for both employees and citizens, the City of La Marque utilizes professional janitorial services for city facilities
- On August 19, 2021, a bid notice was posted on the City's website
- A legal ad was placed in the Galveston County Daily News that ran twice in a fourteen (14) day period
- Six (6) interested vendors attended the mandatory pre-bid conference on Wednesday, September 1, 2021, which included a walk-around to each of the city facilities
- On Wednesday, September 8, 2021, four (4) bids were submitted and three (3) were qualified to continue the process
- Janitorial products and consumables are purchased separately as better pricing is available when obtained by the City
- The bid amounts are based on specifications supplied by the City of La Marque
- Contract will be reviewed by City Attorney once bid is awarded
- Staff recommends awarding the bid for LM #08-22 Janitorial Services to American Janitorial Services, Inc. the second lowest qualified bid meeting specifications
- AJS is a certified Texas HUB (Historically Underutilized Business)
- Finance Director has reviewed and approved

HISTORY:

- Previous vendors have been selected through the formal bid process.

TARGET IMPLEMENTATION: October 11, 2021

SIGNIFICANT ACTION DATES:

8.19.2021 - Bid Packet posted on City website

8.19.2021 - Legal Ad placed in Galveston County Daily News

8.26.2021 - Legal Ad placed in Galveston County Daily News

9.8.2021 - Bids opened



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Approval of Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	See attached
Actual Bid	
Estimated Expenditure	53,100.00
Acct. Name(s)	Various Depts.
Line Item #	Various Depts.
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve the contract for Bid **LM #08-22** to American Janitorial Services, Inc. for janitorial services in the amount of \$53,100.00

FISCAL IMPACT: Budgeted line item - \$

Janitorial Services Quote FY 2021-2022

	Ambassador	American	Clara's	Kleen Tech
City Hall (5X week)	\$722.19	\$850.00	\$6000.00	\$405.00
Council Chambers (3X week)	\$563.22	\$410.00	\$3000.00	\$260.00
Police Dept. (5X week)	\$925.38	\$600.00	\$6000.00	\$607.00
Jail	\$24.09	\$200.00	\$800.000	\$147.00
Library	\$435.30	\$575.00	\$3000.00	\$259.00
Fire Dept. Admin- Bayou Rd. (3X week)	\$416.08	\$300.00	\$3000.00	\$872.00
Economic Development (5X week)	\$490.55	\$690.00	\$5000.0	\$405.00
Public Works (1X week)	\$211.80 (2 X week)	\$260.00	\$800.00	\$188.00 per month 2X week
Fire Dept. Admin. (Texas Ave.) 3X week	\$751.63	\$540.00	\$3000.0	\$655.00

Annual Payout for Janitorial Services

Ambassador Services	4,540. 00	X 12	=	\$54,482.88
American Janitorial Services Ltd.	4,425.00	X12	=	\$53,100.00
Clara's Professional Cleaning Services, LLC	30,600.00	X12	=	\$367,200.00
Kleen Tech	3,798.00	X12	=	\$45,576.00

	Budgeted	Bid
01-2070-99-00	23,000.00	
01-2070-05-00	11,500.00	
01-2070-08-00	5,000.00	
01-2070-02-00	4,000.00	
01-2070-12-00	10,000.00	
10-2070-00-00	5,400.00	
01-2070-06-00	11,060.00	
	<u>69,960.00</u>	<u>53,100.00</u>



CITY COUNCIL AGENDA FORM

Meeting Date: October 11, 2021

Agenda item: 10a

Prepared by: Robin Eldridge

Reviewed by: _____

Department: Mayor & City Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

☒ X

ATTACHMENTS FOR REFERENCE

1. Vacant or expiring members Boards and Commissions
2. Current applications on file

STAFF BRIEFING:

- Appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full boards / commissions present to conduct business
- Yellow highlighted names and terms have expired OR the position is VACANT
- Green highlighted names will be expiring at the end of this year
- **BOARD OF ADJUSTMENTS** - District "A" and District "B" each have one appointment and District "C" has an alternate appointment
- **CEMETERY** - Districts "A", "B" and "C" each have one appointment; Mayor and District "D" each have one appointment
- **CIVIL SERVICE COMMISSION** - City Manager has one appointment
- **KEEP LA MARQUE BEAUTIFUL COMMISSION** - District "B" has two appointments, District "C" and "D" have one appointment each
- **PARKS BOARD** - Mayor has two appointments, District "C" has one appointment; District "D" has one appointment
- **PLANNING & ZONING COMMISSION** - Districts "A", "B" and "C" and "D" have appointments and District "B" has an alternate position

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with ordinance



CITY COUNCIL AGENDA FORM

- The ordinance that establishes each Board and Commission requires that the positions be staggered; this is the reason that there are different years for terms ending

TARGET IMPLEMENTATION: As soon as possible, as to fill each Board or Commission with the number of members required to conduct City business

SIGNIFICANT ACTION DATES:

Some terms have ended and several more will expire at the end of this year

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - appointments/or reappointments to Boards & Commissions | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve appointments and/or reappointments to fill various positions of the Boards and Commissions

FISCAL IMPACT: N/A (Boards and Commission members serve without pay)

BUILDING STANDARDS COMMISSION

<i>BUILDING STANDARDS COMMISSION ORD. #449</i>		Appointed	Expires	Appoints
Maggie Manuel	1706 Crockett	20	23	C
Kaleb Smith	614 Benson St.	19	21	D
Diane Winston	1501 Colorado	19	21	B
Trina Phillips	1222 Kirsten	20	22	M
Billy Jefferson	89 Borondo Reach	20	22	A
ALTERNATES				
Delon Delafosse	222 Edgar	20	22	A
Daniel Brown	716 Amatto	21	23	M
Joy Blackburn	2219 Scott	21	23	M
Ex-officio-District A				

The Building Standards Commission for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and a number of alternate members not to exceed eight.

Commission members shall serve for two (2) year terms.

E- Expired Term

U- Unexpired Term

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT- ORD. 953		Appointed	Expires	Appoints
1. Helen Kee	3103 Mc Arthur	21	23	D
2. David Pennington (Chairperson)	924 Cypress	20	22	C
3. Herman Harper	102 Union	19	21	A
4. Crystal Cooper (U)	521 Waterside Ridge Lane	21	22	M
5. Lois M. Jones	2602 Meadow Lane	19	21	B
ALTERNATES				
1. Shelia Brown	1125 Lake Road	21	23	D
2. VACANT (E)		20	22	C
Ex-officio- Open				

The Board shall consist of five (5) members who are residents of the City, each to be appointed by the City Council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing.

The City Council may appoint two (2) alternate members of the Board who shall serve in the absence of one (1) or more of the regular members.

These alternate members, when appointed, shall serve for the same period as the regular members, which are for a term of two (2) years, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

Each position on the Board shall be given a numerical designation with the designations beginning with the number 1 and ending with the number 5.

The terms of the odd-numbered positions (1, 3 & 5) will expire in odd-numbered years and the terms of even-numbered years (2 & 4) shall expire in even-numbered years. Board members may be appointed to successive terms.

E- Expired Term

U- Unexpired Term

CEMETERY BOARD

CEMETERY BOARD – ORD. 1033		Appointed	Expires	Appoints
1. VACANT (U)		20	22	A
2. VACANT (E)		18	20	C
3. Kurt Koopman	1004 Lilac	18	20	B
4. Bim Crowder (CHAIR)	401 Texas Avenue	19	21	D
5. Alanah Brown (U)	716 Amato St.	20	21	M
Ex-officio- OPEN				

The Cemetery Board for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and one ex-officio member of City Council.

Board members shall serve for two (2) year terms.

U- Unexpired Term

E- Expired Term

CIVIL SERVICE COMMISSION

<i>CIVIL SERVICE COMMISSION Local Govmt. Code & ORD. 821</i>				
		Appointed	Expires	Appoints
1. Lucy Glenn	824 Laurel	19	22	CM
2. Morris Martin, Jr.	725 Lilac	18	21	CM
3. Samuel Swain (U)	1209 Foreman	20	23	CM
Patty Rees				

The Civil Service Commission shall consist of three (3) members appointed by the City Manager.

Each January, the Commission must appoint a Chair and Vice Chair.
2019- Vice Morris, Lucy- VC

Chapter 143.006 and 007 - Local Government Code –Terms of Office

The terms of office shall be for three (3) year terms, with no more than one member appointed each year, with the exception of the initial appointments.

KEEP LA MARQUE BEAUTIFUL COMMISSION

KLMBC- ORDINANCE # O-2017-0021		Appointed	Expires	Appoints
1. VACANT		19	21	B
2. Alanah Brown	716 Amato St.	19	21	D
3. Re chard Loftis (E)	309 Johnson	21	22	A
4. Terry Pettijohn	41 Borondo Pines	20	22	M
5. Kathy Herrin	56 Borondo Pines	19	21	B
6. Tracie Steans	2101 Jeridona	21	23	M
7. Rebecca Mould E	13 Borondo Stretch	20	21	C
8. Ashley Gooden	3229 Taylor	21	23	D
Ex-officio- District D				

All seven (7) Commissioners appointed by the City Council serve two (2) year staggered terms, except that appointment to vacancies shall be for the unexpired term of the position to which the appointment is made.

E- Expired

U- Unexpired

PARKS BOARD

PARKS BOARD ORD. #758		Appointed	Expires	Appointment
1. Al Reida	2621 Meadow Lane	19	21	C
2. Tamara Smith	614 Benson	20	22	B
3. Michael Bock	106 Longridge	19	21	M
4. Bo Hunter	2613 Lake Park Drive	20	22	A
5. Louis McGaffey	2314 Downey	19	21	M
6. Larry Walker	P.O. Box 1785	18	20	D
7. Herbert Franklin	8017 Big Oak Dr. - TX City	20	22	A
8. Tonia Griffin	2619 Bellview	20	22	M
Ex-officio- District B				

There is hereby established a Parks Board to consist of eight (8) members who shall be appointed by the City Council and shall serve for two-year terms.

The members shall serve staggered terms, that is, four (4) members' terms shall expire on odd numbered years and four members' terms shall expire on even number years.

PLANNING & ZONING COMMISSION

PLANNING & ZONING ORD. # 2014-0023		Appointed	Expires	Appoints
1 Augustino Molis	741 Spoonbill	20	22	A
2 Alan Waters	#1 Pin Tail	19	21	B
3 Greg Cornett	1310 Cedar	19	21	C
4 Chris Columbo	1206 Veronica	20	22	M
5 Douglas Hobgood	406 Edgar	19	21	D
ALTERNATES				
#1 Stephanie Gordon (U)	105 Lake Rd.	20	21	A
#2 VACANT		19	22	B
Ex-officio- District C				

The City Council shall appoint a Planning and Zoning Commission which shall consist of five (5) members, each member being a resident and a real property taxpayer of the City of La Marque, and none of whom shall hold any other position in the City Government.

Three members of the **first** Commission shall be appointed for a term of two years and two for a term of one year. Thereafter, new members shall be appointed for a term of two years. Ordinance No. O-2014-0023, allows for City Council to appoint two (2) alternates to the Planning & Zoning Board.

***Alternates** are required to attend and review packets as the regular Commission members. In the case that an alternate is present to make a quorum, in the absence of a member, they will be allowed to vote. If all members are present, alternates votes will not be allowed to vote.

U- unexpired term

Robin Eldridge

From: noreply@civicplus.com
Sent: Saturday, June 12, 2021 5:24 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED
BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Alexa
Last Name	Cross
Address1	633 Sable Terrace Lane
Address2	Field not completed.
City	La Marque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	713-724-6105
Profession	Senior IT Analyst, Healthcare (Retired)

From: noreply@civicplus.com
Sent: Monday, August 23, 2021 6:28 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Parks Board
First Name	Sarah
Last Name	Dougherty
Address1	2503 CEDAR DR
Address2	Apt, suite, floor, etc.
City	La Marque
State	TX
Zip	77568-3917
Are you a resident of La Marque?	Yes
Phone Number	4097951366
Profession	Vice CEO at Six Brothers Concrete Pumping

Special Knowledge or Experience applicable to City Board/Commission function:	I am aware of Code of Ordinances, and if I do not know, I will find out. I also get a long with everyone, and I enjoy making others smile.
Other Civic Activities:	Voting, volunteering, and giving back.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	8/23/2021 6:30 PM

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From: noreply@civicplus.com
Sent: Thursday, August 12, 2021 6:23 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1 Keep La Marque Beautiful Commission

Board Preference 2: Parks Board

First Name Kimberly

Last Name Hall

Address1 1412 Goliad Ave

Address2 *Field not completed.*

City La Marque

State TX

Zip 77568

Are you a resident of La
Marque? Yes

Phone Number 281-905-1233

Profession Tech Support

Special Knowledge or
Experience applicable to
City Board/Commission
function:

N/a

Other Civic Activities:

Field not completed.

Disclaimer

Field not completed.

Disclaimer

Field not completed.

Today's Date

Field not completed.

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Special Knowledge or Experience applicable to City Board/Commission function:	40+ years of experience as a Director and Manager of Health Information Management in 5 Major Health Systems in Houston and Galveston. Excellent people skills working with employees, patients and physicians. Managed Budgets for departments with 80+ employees. Worked as a consultant in semi-retirement including a 2 month project in Beijing, China requiring diplomacy in addition to technical skills. Masters Degree in Human Relations and Supervision from Louisiana Tech University. Resume available on request.
Other Civic Activities:	14+ years as a Core Team Member and School Captain for CYCLE Houston, a 501C(3) Charity that rewards children in Title 1 schools who improve their reading skills(in a 4+ county program). Have held postitions in professional organizations at a local, area and state level in both Texas and Louisiana.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	6/12/2021 4:45 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 9:24 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1 Planning & Zoning Commission

Board Preference 2: Civil Service Commission

First Name christopher

Last Name ovalle

Address1 2401 BELUCHE DR

Address2 2307 59th street

City Galveston

State TX

Zip 77551

Are you a resident of La
Marque? No

Phone Number 4096827658

Profession Security

Special Knowledge or
Experience applicable to
City Board/Commission
function:

i have a lot of experince

Other Civic Activities:

anything and everything

Disclaimer

I understand and agree,

Disclaimer

I understand and agree.

Today's Date

6/2/2021 9:30 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Tuesday, May 11, 2021 3:35 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Cemetery Board
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Joel
Last Name	Camacho
Address1	25 Borondo Stretch
Address2	<i>Field not completed.</i>
City	La Marque
State	Texas
Zip	77658
Are you a resident of La Marque?	Yes
Phone Number	409-762-0148
Profession	Academic Advisor College of the Mainland

Special Knowledge or Experience applicable to City Board/Commission function:	Being professional in attitude and ambition, my desire is to utilize my knowledge and skills by being of service in my profession and to my community. I offer outstanding communication skills with attention to detail.
Other Civic Activities:	Current and Past Civic Activities: Coastal Community Federal Credit Union Board Of Director, Real Estate Adjunct Instructor, Head Start , Policy Council Member.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	5/5/2021 2:00 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, May 5, 2021 10:19 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Parks Board
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Grayling
Last Name	Alexander
Address1	623 Catalina Cove Lane
Address2	<i>Field not completed.</i>
City	La Marque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	4095020192
Profession	Coordinator

Special Knowledge or Experience applicable to City Board/Commission function:	Director for non profit programs in Galveston County for over 25 years. Taught at both junior colleges and work with high risk youth and families in developing community based programs.
Other Civic Activities:	past President for YMCA, Boys and Girls Club, various youth base programs...
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	5/5/2021 10:15 AM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Tuesday, January 5, 2021 9:43 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Board of Adjustment
First Name	Raushida
Last Name	Robinson
Address1	2306 Downey drive
Address2	<i>Field not completed.</i>
City	la marque
State	texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	3469019943
Profession	Vocational Guidance Specialist

Special Knowledge or Experience applicable to City Board/Commission function:	2020 City Council candidate, Community cleanup,
Other Civic Activities:	Community Development, Leadership, Volunteer deputy registrar (VDR)
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	1/5/2021 9:45 AM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Friday, January 29, 2021 11:56 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Follow Up Flag: FollowUp
Flag Status: Flagged

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	veverly
Last Name	sumlin
Address1	1712 Rosealee St
Address2	Field not completed.
City	LaMarque
State	tx
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	8326632950
Profession	accounting
Special Knowledge or Experience applicable to City Board/Commission function:	30 years of work experience in accounting able to lead with impartiality ,straightforwardness. I value the city of lamarque and will use discretion and confidentiality in a professional way. I will bring diversity to the board. I serve in my community and would love to expand my knowledge of government
Other Civic Activities:	M&D Social and Riding Club- Heroines of jericho-NAACP
Disclaimer	I understand and agree,

Disclaimer

I understand and agree.

Today's Date

1/29/2021 11:45 AM

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